

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 5)

CENTURY ALUMINUM COMPANY

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(Name of Issuer)

COMMON STOCK, \$0.01 Par Value

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(Title of Class of Securities)

156431 10 8

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(CUSIP Number)

Company Secretary  
Glencore Holding AG  
Baaremattstrasse 3, P.O. Box 666  
CH-6341 Baar, Switzerland  
Phone: 41-41-709-2563

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

January 28, 2009

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).      Glencore Investment Pty Ltd
2. Check the Appropriate Box if a Member of a Group (See Instructions)
  - (a) .....
  - (b) .....
3. SEC Use Only .....
4. Source of Funds (See Instructions)  
OO
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) .....
6. Citizenship or Place of Organization  
Western Australia
  7. Sole Voting Power  
None.....
  8. Shared Voting Power  
14,820,136 shares (See Item 5)
  9. Sole Dispositive Power  
None.....
  10. Shared Dispositive Power  
14,820,136 shares (See Item 5)
11. Aggregate Amount Beneficially Owned by Each Reporting Person  
14,820,136 shares (See Item 5)
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  
Not applicable
13. Percent of Class Represented by Amount in Row (11)  
30.2%
14. Type of Reporting Person (See Instructions)  
CO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).      Glencore Investments AG
2. Check the Appropriate Box if a Member of a Group (See Instructions)
  - (a) .....
  - (b) .....
3. SEC Use Only .....
4. Source of Funds (See Instructions)  
OO
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) .....
6. Citizenship or Place of Organization  
Switzerland
  7. Sole Voting Power  
None.....
  8. Shared Voting Power  
14,820,136 shares (See Item 5)
  9. Sole Dispositive Power  
None.....
  10. Shared Dispositive Power  
14,820,136 shares (See Item 5)
11. Aggregate Amount Beneficially Owned by Each Reporting Person  
14,820,136 shares (See Item 5)
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  
Not applicable.
13. Percent of Class Represented by Amount in Row (11)  
30.2%
14. Type of Reporting Person (See Instructions)  
CO, HC

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

- 1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).      Glencore International AG
- 2. Check the Appropriate Box if a Member of a Group (See Instructions)
  - (a) .....
  - (b) .....
- 3. SEC Use Only .....
- 4. Source of Funds (See Instructions)  
OO
- 5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) .....
- 6. Citizenship or Place of Organization  
Switzerland
- 7. Sole Voting Power  
None.....
- 8. Shared Voting Power  
14,820,136 shares (See Item 5)
- 9. Sole Dispositive Power  
None.....
- 10. Shared Dispositive Power  
14,820,136 shares (See Item 5)
- 11. Aggregate Amount Beneficially Owned by Each Reporting Person  
14,820,136 shares (See Item 5)
- 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  
Not applicable.
- 13. Percent of Class Represented by Amount in Row (11)  
30.2%
- 14. Type of Reporting Person (See Instructions)  
CO, HC

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).      Glencore Holding AG
2. Check the Appropriate Box if a Member of a Group (See Instructions)
  - (a) .....
  - (b) .....
3. SEC Use Only .....
4. Source of Funds (See Instructions)  
OO
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) .....
6. Citizenship or Place of Organization  
Switzerland
7. Sole Voting Power  
.....
8. Shared Voting Power  
14,820,136 shares (See Item 5)
9. Sole Dispositive Power  
.....
10. Shared Dispositive Power  
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Not applicable.
13. Percent of Class Represented by Amount in Row (11)  
30.2%
14. Type of Reporting Person (See Instructions)  
CO, HC

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

Explanatory Note:

This is the fifth amendment ("Amendment No. 5") to the statement on Schedule 13D for Glencore AG, Glencore Investment Pty Ltd. ("Glencore Investment Pty"), Glencore Investments AG ("Glencore Investments AG"), Glencore International AG ("Glencore International") and Glencore Holding AG ("Glencore Holding"), which was originally filed with the Securities and Exchange Commission on April 12, 2001, and amended on May 25, 2004, November 27, 2007, July 8, 2008 and July 21, 2008, relating to the common stock, par value \$0.01 per share ("Common Stock") of Century Aluminum Company (the "Company").

Unless otherwise indicated herein, each capitalized term used but not defined herein shall have the meaning assigned to such term in the original Schedule 13D, as amended through the date hereof (the "Schedule 13D").

Item 2. Identity and Background

Schedule I attached to the Schedule 13D, which contains information with respect to the identity and background of each executive officer and director of each Reporting Person in response to paragraphs (a), (b), (c) and (f) of Item 2, is hereby amended and restated in its entirety by Schedule I attached hereto. All other information in Item 2 of the Schedule 13D remains the same.

Item 4. Purpose of the Transaction

Item 4 of the Schedule 13D is hereby amended by adding the following at the end thereof:

In connection with a proposed public offering by the Company of newly-issued shares of Common Stock (the "Public Offering"), Glencore AG and the Company have entered into an Agreement to Amend Certain Provisions of Standstill and Governance Agreement (the "SAGA Amendment"), dated January 27, 2009. The SAGA Amendment provides for certain amendments to the Standstill and Governance Agreement (the "SAGA"), dated July 7, 2008, that would allow the Reporting Persons and their affiliates to increase their beneficial ownership percentage of the Company's Common Stock from their current ownership percentage of approximately 30.2%, and to exercise voting with respect to a greater percentage of shares than they are now permitted to under the SAGA to the extent required to permit them to vote any shares acquired by them in the proposed Public Offering.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) The Reporting Persons beneficially own 14,820,136 shares of Common Stock, or 30.2% of the Company's outstanding Common Stock. The shares reported as beneficially owned by the Reporting Persons: (i) do not include the 15,578,718 shares of Common Stock issuable upon conversion of the 155,787.18 shares of Preferred Stock owned by the Reporting Persons, which are convertible only (a) upon the occurrence of events that have not transpired and that are outside of the control of the Reporting Persons, or (b) in circumstances that would not result in an increase in the percentage of shares of Common Stock beneficially owned by the Reporting Persons, and (ii) include 22,500 shares subject to presently exercisable options and 1,047 shares of restricted Common Stock that vest in June 2009 or upon the holder's earlier termination of services as a director of the Company due to death or disability, each held directly by Mr. Willy R. Strothotte, who holds such options and shares as nominee for Glencore Investment Pty. The aggregate number and percentage of shares of Common Stock beneficially owned by the persons (other than the Reporting Persons) named in Item 2 is set forth opposite their names on Schedule I hereto. The beneficial ownership percentages reported herein are based upon the 49,052,692 shares of Common Stock reported as outstanding as of December 31, 2008 in the Company's prospectus supplement, dated January 27, 2009, to the Registration Statement on Form S-3 filed with the Securities and Exchange Commission on May 29, 2007.

(b) The Reporting Persons share the power to vote or to direct the vote and dispose or to direct the disposition of 14,820,136 shares of Common Stock. To the best knowledge of the Reporting Persons, each person (other than the Reporting Persons and any person holding shares as nominee for the Reporting Persons) named in Item 2 has the sole power to vote or to direct the vote and dispose or to direct the disposition of the number of shares of Common Stock set forth opposite his name on Schedule I hereto.

(c) None of the Reporting Persons nor, to their knowledge, any of the persons named in Item 2 have engaged in any transaction in any shares of Common Stock during the sixty days immediately preceding the date hereof, except as follows:

Transaction Party	Nature of Transaction	Date of Transaction	Number of Shares	Price per Share
Glencore Investment Pty Ltd.	Acquisition (1)	12/31/2008	1,296	(1)

(1) Represents Common Stock acquired upon the automatic conversion of 12.96 shares of the Company's Series A Convertible Preferred Stock ("Preferred Stock") in accordance with the terms of the Preferred Stock.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended by adding the following to the end thereof:

In connection with the Company's proposed Public Offering, Glencore AG and the Company executed the SAGA Amendment. Under the SAGA Amendment Glencore AG and the Company agreed that (1) if the Reporting Persons or their affiliates purchase Common Stock in the Public Offering, then until April 7, 2009, they may beneficially own, and exercise voting rights with respect to, a number of shares of the Company's Common Stock equal to the greater of (x) 28.5% of the outstanding Common Stock and (y) the quotient of: (a) the sum of (i) the number of shares of Common Stock that equals 28.5% of the Company's outstanding Common Stock immediately prior to the Public Offering, and (ii) the number of shares purchased by Glencore AG in the Public Offering; divided by (b) the number of shares of Company Common Stock outstanding immediately following the Public Offering, even if such amount exceeds the 30.2% of Common Stock they currently hold. Following April 7, 2009, Glencore AG's permitted ownership percentage shall be as set forth in the SAGA. The SAGA Amendment will become effective only if the Reporting Persons or their affiliates purchase additional shares of common stock in the proposed Public Offering.

Also in connection with the proposed Public Offering, Glencore Investment Pty has agreed to enter into a Lock-Up Agreement (the “Lock-Up Agreement”) pursuant to which, without the prior written consent of Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. Incorporated, as representatives of the underwriters of the Public Offering, it will not, during the period ending 90 days after the date of the final prospectus relating to the Public Offering: (1) offer, pledge, sell, contract to sell, grant any option, right to warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock. The restrictions in the Lock-Up Agreement will not apply to certain transfers, including as part of a third party acquisition of the Company. The Lock-Up Agreement will not be effective if the proposed Public Offering is not consummated by February 10, 2009.

The foregoing descriptions are subject to, and qualified in their entirety by reference to the full text of the SAGA Amendment and the Lock-Up Agreement which are attached hereto as Exhibits 2 and 3, and incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

1. Joint Filing Agreement, dated January 28, 2009
2. Agreement to Amend Certain Provisions of Standstill and Governance Agreement, dated January 27, 2009
3. Form of Lock-Up Agreement
4. Power of Attorney (incorporated by reference to Exhibit 24.1 to Amendment No. 4 to Schedule 13D, dated July 18, 2008, and filed by the Reporting Persons with the Securities and Exchange Commission on July 21, 2008)

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 28, 2009

Glencore Investment Pty Ltd

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

Glencore Investments AG

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

Glencore International AG

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

Glencore Holding AG

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

SCHEDULE I

Set forth below are the names, business addresses and present principal occupations of the directors and executive officers of Glencore Investment Pty Ltd, Glencore Investments AG, Glencore International AG and Glencore Holding AG. The executive officers of each of Glencore Investment Pty Ltd, Glencore Investments AG, Glencore Holding AG and Glencore International AG are the same persons listed as directors of such company. Unless otherwise indicated, the present principal occupation of each person is with Glencore International AG. If no business address is given, the address is Baarerstattstrasse 3, CH-6341, Baar, Switzerland. Unless otherwise indicated, all of the persons listed below are citizens of Switzerland. To the best knowledge of the Reporting Persons, except as set forth below, none of the persons listed below beneficially owns any shares of Common Stock of the Company.

Directors of Glencore Investment Pty Ltd

Name	Principal Occupation	Business address	Share Ownership
Steven N. Isaacs	Chairman and Managing Director of Glencore Finance AG		
Richard James Marshall	In-house Counsel of Glencore International AG		
Eric Diedrichsen	Employee of Glencore International AG – Accounting		
Marc Ocksay	Employee of Glencore International AG – Finance		
Ross Lind	Employee of Glencore Investment Pty Ltd	Level 4, 30 The Esplanade, Perth, 6000, Australia	
Victoria Marr (Citizen of Australia)	Employee of Glencore Australia Pty Ltd	Level 4, 30 The Esplanade, Perth, 6000, Australia	

Directors of Glencore Investments AG

Name	Principal Occupation	Business address	Share Ownership
Willy R. Strothotte (Citizen of Germany)	Chairman		23,547 shares of Common Stock (which includes 22,500 shares which are subject to options presently exercisable and 1,047 shares which are subject to vesting in one year or earlier termination of service as a Company director due to death or disability). (1)
Steven F. Kalmin (Citizen of Australia)	Officer of Glencore International AG – Accounting		
Andreas P. Hubmann	Officer of Glencore International AG – Accounting		

Directors of Glencore Holding AG:

Name	Principal Occupation	Business address	Share Ownership
Willy R. Strothotte (Citizen of Germany)	Chairman		23,547 shares of Common Stock (which includes 22,500 shares which are subject to options presently exercisable and 1,047 shares which are subject to vesting in one year or earlier termination of service as a Company director due to death or disability). (1)
Ivan Glasenberg (Citizen of Australia)	Chief Executive Officer		
Andreas P. Hubmann	Officer of Glencore International AG – Accounting		
Peter A. Pestalozzi	Attorney, Pestalozzi Lachenal Patry Zurich Ltd.	Lowenstrasse 1 CH-8001 Zurich Switzerland	

Zbynek E. Zak	Non-Executive Director; former CFO of Glencore International AG (retired)	Buetzenweg 16 CH-6300 Zug Switzerland	
Craig A. Davis (Citizen of the US)	Non-Executive Director; former Chairman and CEO of Century Aluminum Company (retired)		457 shares of Common Stock

Directors of Glencore International AG:

Name	Principal Occupation	Business address	Share Ownership
Willy R. Strothotte (Citizen of Germany)	Chairman		23,547 shares of Common Stock (which includes 22,500 shares which are subject to options presently exercisable and 1,047 shares which are subject to vesting in one year or earlier termination of service as a Company director due to death or disability). (1)
Ivan Glasenberg (Citizen of Australia)	Chief Executive Officer		
Zbynek E. Zak	Non-Executive Director; former CFO of Glencore International AG (retired)	Buetzenweg 16 CH-6300 Zug Switzerland	
Peter A. Pestalozzi	Attorney, Pestalozzi Lachenal Patry Zurich Ltd.	Loewenstrasse 1 CH-8001 Zurich, Switzerland	
Craig A. Davis (Citizen of the US)	Non-Executive Director, former Chairman and CEO of Century Aluminum Company (retired)		457 shares of Common Stock

(1) Represents shares underlying options and restricted stock that were issued to Mr. Willy R. Strothotte in connection with his service as a director of the Company. Mr. Strothotte holds such options and shares of restricted stock as nominee for the Reporting Persons and disclaims beneficial ownership thereof, except to the extent of his pecuniary interest therein.

JOINT FILING AGREEMENT

Each of the undersigned hereby agrees that this Amendment No. 5 to the statement on Schedule 13D is being filed with the Securities and Exchange Commission on behalf of each of the undersigned pursuant to Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: January 28, 2009

Glencore Investment Pty Ltd

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

Glencore Investments AG

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

Glencore International AG

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

Glencore Holding AG

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

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AGREEMENT TO AMEND CERTAIN PROVISIONS OF  
STANDSTILL AND GOVERNANCE AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into as of January\_27, 2009, by and between Century Aluminum Company, a corporation organized and existing under the laws of the State of Delaware (the "Company") and Glencore AG, a company organized and existing under the laws of Switzerland ("Glencore").

WHEREAS, the Company proposes to offer newly-issued shares (the "Offered Shares") of the Company's common stock, par value \$0.01 per share (the "Common Stock"), for sale to the public by means of a firm commitment underwritten public offering (including any sale of Common Stock pursuant to an underwriters' over-allotment, the "Offering");

WHEREAS, it is anticipated that a portion of the Offered Shares will be purchased in the Offering by Glencore and/or one or more of its Affiliates (the "Glencore Shares");

WHEREAS, the Company and Glencore are parties to that certain Standstill and Governance Agreement dated as of July 7, 2008 (the "SAGA") (all capitalized terms used and not defined herein shall have the meaning set forth in the SAGA);

WHEREAS, the Company and Glencore have agreed to amend certain provisions of the SAGA so that Glencore may increase its current Ownership Percentage of approximately 30.16% by the purchase of the Glencore Shares, and that Glencore and its Affiliates may exercise voting rights with respect to a number of shares of Company Common Stock equivalent to the Glencore Shares; and

WHEREAS, the Independent Directors of the Board of Directors of the Company and the Board of Directors of the Company have approved this Agreement;

NOW, THEREFORE, in order to provide for Glencore's and its Affiliates' purchase of the Glencore Shares in the Offering, the Company and Glencore do hereby agree as follows:

I. Notwithstanding the definition of Permitted Ownership Percentage in Section 1.1 of the SAGA, Glencore and its Affiliates shall be permitted to increase its current Ownership Percentage of approximately 30.16% by purchasing the Glencore Shares in the Offering;

II. After the purchase of the Glencore Shares in the Offering, Glencore's Permitted Ownership Percentage until April 7, 2009 shall be the greater of (x) 28.5% and (y) the quotient, expressed as a percentage, of: (a) the sum of (i) the number of shares of Common Stock that equals 28.5% of the Company's outstanding Common Shares immediately prior to the Offering, and (ii) the number of Glencore Shares; divided by (b) the number of outstanding Company Common Shares immediately following the Offering;

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III. Following April 7, 2009, Glencore's Permitted Ownership Percentage shall be as currently set forth in the SAGA;

IV. For the avoidance of doubt, it is acknowledged that Glencore and its Affiliates shall be entitled to exercise all voting rights with respect to a number of shares of Company Common Stock equivalent to the Glencore Shares and such Shares shall not be subject to Section 2.1(c) of the SAGA; provided that Section 2.1(c) shall continue to apply with respect to any increase in Glencore's Ownership Percentage beyond the Permitted Ownership Percentage (as increased hereby) which is not otherwise permitted by the terms of the SAGA;

V. Except for such terms of the SAGA as shall be modified hereby, the SAGA shall continue in full force and effect;

VI. This Agreement shall be governed by the laws of the State of New York (without regard to its choice of law rules); and

VII. Notwithstanding any other provision of this Agreement, the amendments to the SAGA provided for hereby shall become effective if and only if the Offering is consummated and Glencore and/or its Affiliates purchase any Glencore Shares therein.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CENTURY ALUMINUM COMPANY

By: /s/ Michael A. Bless

Name: Michael A. Bless

Title: Executive Vice President  
and Chief Financial officer

GLENCORE AG

By: /s/ A. Hubmann

Name: A. Hubmann

Title: Director

By: /s/ L. Grenacher Hagmann

Name: L. Grenacher Hagmann

Title: Officer

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## LOCK-UP AGREEMENT

## LOCK-UP LETTER

January [ ], 2009

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, New York 10010

Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, New York 10036

As representatives of the several Underwriters referred to below

Dear Sirs and Mesdames:

The undersigned understands that Credit Suisse Securities (USA) LLC ("Credit Suisse") and Morgan Stanley & Co. Incorporated ("Morgan Stanley") propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with Century Aluminum Company, a Delaware corporation (the "Company"), providing for the public offering (the "Public Offering") by the several underwriters, including Credit Suisse and Morgan Stanley and the other underwriters for which they act as representatives (the "Underwriters"), of shares (the "Shares") of the Common Stock, \$.01 par value of the Company (the "Common Stock").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Credit Suisse and Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "Prospectus"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) the sale of any Shares to the Underwriters pursuant to the Underwriting Agreement, (b) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, (c) the cashless exercise of an option outstanding as of the date hereof that will expire during the restricted period referred to in the foregoing sentence; provided that (i) such transaction does not involve the sale or transfer of any shares of Common Stock other than to the Company and (ii) the shares received upon such exercise shall be subject to the terms of the Lock-Up Agreement, (d) sales or other dispositions of shares of Common Stock to the Company to discharge tax withholding obligations resulting from the vesting of performance shares during the term of the Lock-Up Agreement; provided that (i) the undersigned is listed on Schedule I hereto and (ii) the aggregate number of shares withheld by the Company for all persons listed on Schedule I hereto shall not exceed 150,000 shares of Common Stock, (e) transfers of Common Stock or securities convertible into Common Stock as part of the acquisition of the Company by a third party by way of merger, consolidation, stock exchange or tender offer (which may include acquisition of less than 100% of the voting stock of the Company), (f) transfers among any of the undersigned and/or its Majority Holders and/or its or their direct and/or indirect Subsidiaries; (g) transfers of shares of Common Stock as bona fide gifts, and (h) transfers of shares of Common Stock to a trust where the beneficiaries of the trust are drawn solely from a group consisting of the undersigned and immediate family members of the undersigned; provided that in the case of any transfer pursuant to clause (f), (g) or (h), (A) each transferee or trustee agrees to enter into a lock-up letter substantially in the form of this Lock-Up Agreement and (B) the undersigned shall not be required to, and shall not voluntarily, file a report on Form 4 under Section 16(a) of the Securities Exchange Act of 1934 reporting a reduction in beneficial ownership of shares of Common Stock during the restricted period referred to in the foregoing sentence. "Immediate family member" of a person means the spouse, lineal descendants, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law of such person. In addition, the undersigned agrees that, without the prior written consent of Credit Suisse and Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions. As used in this letter, "Majority Holder" and "Subsidiary" are used as defined in the Certificate of Designation, Preferences and Rights Of Series A Convertible Preferred Stock of Century Aluminum Company filed with the Secretary of State of the State of Delaware on July 7, 2008.

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Notwithstanding any provisions set forth in this Lock-Up Agreement to the contrary, this Lock-Up Agreement shall terminate on February 10, 2009 if the Company and the Underwriters shall not have executed the Underwriting Agreement by such date.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

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Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters. If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Glencore Investment Pty Ltd

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(Name):

c/o Glencore AG  
Baaremattstrasse 3  
CH-6341 Baar, Switzerland

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(Address)

Schedule I

Logan W. Kruger  
Michael A. Bless  
Wayne R. Hale  
Robert R. Nielsen  
Steve Schneider  
Giulio Casello  
Michelle M. Lair  
William J. Leatherberry  
Jerry E. Reed  
Jarl Berntzen  
Robert E. Fishman  
John C. Fontaine  
Peter C. Jones  
Catherine Z. Manning  
John P. O'Brien  
Willy R. Strothotte  
Jack E. Thompson

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