

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **February 27, 2020**

ALBEMARLE CORPORATION

(Exact name of Registrant as specified in charter)

Virginia
(State or other jurisdiction
of incorporation)

001-12658
(Commission
file number)

54-1692118
(IRS employer
identification no.)

**4250 Congress Street, Suite 900
Charlotte, North Carolina 28209**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(980) 299-5700**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
COMMON STOCK, \$.01 Par Value	ALB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2)

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On February 27, 2020, the Executive Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of Albemarle Corporation (the “Company”) approved retention incentives for key members of the Company’s senior management. The Committee approved these incentives in recognition of the demonstrated work and commitment of the Company’s key executives and the significant benefits to the Company of retaining such executives after Mr. Kissam’s upcoming retirement and their support of the transition to a new Chief Executive Officer (“CEO”).

The retention incentive consists of a one-time award of restricted stock units (“RSUs”) to each of the Company’s named executive officers and other key executives. The number and terms of RSUs awarded to the Company’s named executive officers (identified at December 31, 2019) are set forth below:

Name	Title	RSUs on Date of Grant
Scott A. Tozier	Executive Vice President and Chief Financial Officer	12,218
Karen G. Narwold	Executive Vice President, Chief Administrative Officer and General Counsel	3,055
Raphael G. Crawford	President, Catalysts	9,164
Netha N Johnson, Jr.	President, Bromine Specialties	9,164

The RSUs have a grant date of February 28, 2020 and, except as discussed below, will cliff vest on the third anniversary of the date of grant. Upon vesting, all RSUs will be paid in whole shares of the Company’s common stock. All vesting and payout terms are subject to provisions for termination of employment, including in connection with voluntary resignation for good reason, death, or disability and involuntary termination not for cause, in accordance with the Company’s 2017 Incentive Plan (the “Plan”) and the award documents.

A copy of the form of Notice of NEO Special Retention Restricted Stock Unit Award is attached hereto as Exhibit 10.1 and incorporated by reference herein.

In addition to the retention incentives discussed above, the Committee approved the 2019 bonus payments and approved 2020 compensation packages for the Company’s executive officers. As part of those packages, the Committee, consistent with its past practices, set a 2020 target bonus for Mr. Kissam equal to 125% of his base salary. Subject to his continued employment until June 2020 and support during the CEO transition process, Mr. Kissam will receive a 2020 bonus payout in an amount equal to the greater of his target bonus and the bonus amount that is determined based on the actual achievement of the performance criteria pursuant to the 2020 annual incentive plan. The Committee did not make any equity-based awards to Mr. Kissam for 2020.

All of the awards granted to Ms. Narwold as part of her 2020 compensation package include special vesting conditions upon a “Qualifying Termination Event.” Upon a Qualifying Event (as defined in each of the respective award notices) occurring after December 31, 2021, Ms. Narwold’s 2020 awards of stock options and RSUs will vest in full and become non-forfeitable. In addition, Ms. Narwold will remain eligible to earn and vest in the full amount of 2020 Performance Unit Awards as of the time the Committee makes its determination as to what level of the performance goals have been met. The retention RSUs awarded to Ms. Narwold discussed above will vest and become non-forfeitable at December 31, 2021.

The Committee also adopted revised forms of Notice of Restricted Stock Unit Award, Notice of ROIC Performance Unit Award, Notice of TSR Performance Unit Award, Notice of Option Grant, and Notice of Special Restricted Stock Unit Award under the Plan to provide for recoupment of any awards pursuant to the Company’s recoupment policy, as such policy may be amended from time to time. The forms of Notices are filed as exhibits to this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Exhibit Description</u>
<u>#10.1</u>	<u>Form of Notice of NEO Special Retention Restricted Stock Unit Award</u>
<u>#10.2</u>	<u>Form of Notice of Restricted Stock Unit Award</u>
<u>#10.3</u>	<u>Form of Notice of ROIC Performance Unit Award</u>
<u>#10.4</u>	<u>Form of Notice of TSR Performance Unit Award</u>
<u>#10.5</u>	<u>Form of Notice of Option Grant</u>
<u>#10.6</u>	<u>Form of Notice of Special Restricted Stock Unit Award</u>

Management contract or compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALBEMARLE CORPORATION

Date: March 4, 2020

By: /s/ Karen G. Narwold
Karen G. Narwold
Executive Vice President, Chief Administrative Officer and General
Counsel

NOTICE OF RESTRICTED STOCK UNIT AWARD

under the

ALBEMARLE CORPORATION 2017 INCENTIVE PLAN

This AWARD, made as of the ___ day of _____, _____, by Albemarle Corporation, a Virginia corporation (the "Company"), to **XXXX** ("Participant"), is made pursuant to and subject to the provisions of the Company's 2017 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Restricted Stock Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, _____ (the "Grant Date"), granted Participant an incentive award ("Award") in the form of **XXXX Restricted Stock Units**, subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Accounts.** Restricted Stock Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. A Participant's Account shall be the record of Restricted Stock Units granted to the Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
3. **Terms and Conditions.** Except as otherwise provided herein, the Restricted Stock Units shall remain nonvested and subject to substantial risk of forfeiture.

Valuation of Restricted Stock Units

4. **Value of Units.** The value of each Restricted Stock Unit on any date shall be equal to the value of one share of the Company's Common Stock on such date.
5. **Value of Stock.** For purposes of this Award, the value of the Company's Common Stock is the Fair Market Value of the Stock (as defined in the Plan) on the relevant date.

Vesting of Restricted Stock Units

6. **Vesting.** Participant's interest in the Restricted Stock Units shall become vested and non-forfeitable on the third anniversary of the Grant Date.

Termination of Employment During the Vesting Period

7. **Upon a Qualifying Termination Event.** Notwithstanding anything in this Notice of Award to the contrary, if, prior to the forfeiture of Restricted Stock Units under paragraph 8, Participant experiences a Qualifying Termination Event (as defined below), Restricted Stock Units that are forfeitable shall become non-forfeitable as of the date of the Qualifying Termination Event.
8. **Forfeiture.** All Restricted Stock Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except the Participant's death or Disability or as provided in paragraph 18.

Payment of Awards

9. **Time of Payment.** Payment of Participant's Restricted Stock Units shall be made as soon as practicable after the Units have become vested, but in no event later than March 15th of the calendar year after the year in which the Units vest.
10. **Form of Payment.** The vested Restricted Stock Units shall be paid in whole shares of the Company's Common Stock.
11. **Death of Participant.** If Participant dies prior to the payment of his or her non-forfeitable Restricted Stock Units, such Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of the Participant's death there is no surviving Beneficiary, any amounts payable will be paid to the Participant's estate.
12. **Taxes.** The Company will withhold from the Award the number of shares of Common Stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by

the Participant as their place of residence in the Company's system of record at the time the Award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

General Provisions

13. **No Right to Continued Employment.** Neither this Award nor the granting or vesting of Restricted Stock Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time.

14. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.

15. **Governing Law.** This Award shall be governed by the laws of the Commonwealth of Virginia and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the Commonwealth of Virginia.

16. **Conflicts.** (a) In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.

(b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of this Award shall govern.

17. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

18. **Change in Control.** In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Restricted Stock Units under paragraph 8, the provisions of this paragraph 18 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.

(a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Replacement Award shall become immediately vested and payable at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 7 and 19, references to the Company or an Affiliate shall also include any successor entity.

(b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's Shares continue to be traded on the New York Stock Exchange or another established securities market, and this Award remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Award shall become immediately vested and payable at the time of the termination or resignation.

19. **Qualifying Termination Event and Other Terms.**

(a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death, Disability, termination by the Company or an Affiliate other than for Cause, or voluntary resignation for Good Reason.

(i) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(b) "Good Reason" for purposes of paragraphs 18 and 19(a) shall mean:

(i) a change in the Participant's position which in the Participant's reasonable judgment does not represent a promotion of the Participant's status or position immediately prior to the Relevant Event (as defined below) or the assignment to the Participant of any duties or responsibilities, or diminution of duties or responsibilities, which in the Participant's reasonable judgment are inconsistent with the Participant's position in effect immediately prior to the Relevant Event;

(ii) a reduction by the Company in the annual rate of the Participant's base salary as in effect immediately prior to the date of the Relevant Event;

(iii) the Company's requiring the Participant's office nearest to the Participant's principal residence to be located at a different place which is more than thirty-five (35) miles from where such office is located immediately prior to the Relevant Event;

(iv) the failure by the Company to continue in effect compensation or benefit plans in which the Participant participates, which in the aggregate provide the Participant compensation and benefits substantially equivalent to those prior to the Relevant Event; or

(v) the failure of the Company to obtain a satisfactory agreement from any applicable successor entity to assume and agree to perform under any Severance Compensation Agreement.

In order for one of the foregoing events to constitute Good Reason, (i) Participant must notify the Company in writing no later than 90 days after the applicable event stating which Good Reason event has occurred, and (ii) the Company shall not have corrected the Good Reason event within thirty (30) days after Participant's notice.

(c) "Relevant Event" for purposes of determining Good Reason under paragraph 18 shall mean the date of the Change in Control and for purposes of determining Good Reason under paragraph 19(a) shall mean the date of the applicable Qualifying Termination Event.

(d) If the events described in paragraph 18 or subparagraph (a) of this paragraph 19 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

20. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of the separate Albemarle Corporation Recoupment Policy, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Award to be signed on its behalf.

ALBEMARLE CORPORATION

By: _____

NOTICE OF RESTRICTED STOCK UNIT AWARD

under the

ALBEMARLE CORPORATION 2017 INCENTIVE PLAN

This AWARD, made as of the ____ day of _____, _____, by Albemarle Corporation, a Virginia corporation (the "Company"), to **XXXX** ("Participant"), is made pursuant to and subject to the provisions of the Company's 2017 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Restricted Stock Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, _____ (the "Grant Date"), granted Participant an incentive award ("Award") in the form of **XXXX Restricted Stock Units**, subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Accounts.** Restricted Stock Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. A Participant's Account shall be the record of Restricted Stock Units granted to the Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
3. **Terms and Conditions.** Except as otherwise provided herein, the Restricted Stock Units shall remain nonvested and subject to substantial risk of forfeiture.

Valuation of Restricted Stock Units

4. **Value of Units.** The value of each Restricted Stock Unit on any date shall be equal to the value of one share of the Company's Common Stock on such date.
5. **Value of Stock.** For purposes of this Award, the value of the Company's Common Stock is the Fair Market Value of the Stock (as defined in the Plan) on the relevant date.

Vesting of Restricted Stock Units

6. **Vesting.** Participant's interest in one half of the Restricted Stock Units shall become vested and non-forfeitable on the third anniversary of the Grant Date. The final one half of the Restricted Stock Units shall become vested and non-forfeitable as of the fourth anniversary of the Grant Date.

Termination of Employment During the Vesting Period

7. **Upon a Qualifying Termination Event.** Notwithstanding anything in this Notice of Award to the contrary, if, prior to the forfeiture of the Restricted Stock Units under paragraph 8, Participant experiences a Qualifying Termination Event (as defined below), Restricted Stock Units that are forfeitable shall become vested as to a pro-rata portion of the Award, as determined in accordance with the following sentence. The pro-rata portion of the Award that shall vest pursuant to the preceding sentence shall be equal to $1/36^{\text{th}}$ of the Restricted Stock Units subject to the Award, for each full month of service performed by the Participant after the Grant Date and prior to the Qualifying Termination Event. The non-vested portion of the Award shall be forfeited.
8. **Forfeiture.** Except as provided in paragraph 18, all Restricted Stock Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except a Qualifying Termination Event.

Payment of Awards

9. **Time of Payment.** Payment of Participant's Restricted Stock Units shall be made as soon as practicable after the Units have vested, but in no event later than March 15th of the calendar year after the year in which the Units vest.

10. **Form of Payment.** The vested Restricted Stock Units shall be paid in whole shares of the Company's Common Stock.

11. **Death of Participant.** If Participant dies prior to the payment of his or her non-forfeitable Restricted Stock Units, such Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of the Participant's death there is no surviving Beneficiary, any amounts payable will be paid to the Participant's estate.

12. **Taxes.** The Company will withhold from the Award the number of shares of Common Stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by the Participant as their place of residence in the Company's system of record at the time the Award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

General Provisions

13. **No Right to Continued Employment.** Neither this Award nor the granting or vesting of Restricted Stock Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time.

14. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.

15. **Governing Law.** This Award shall be governed by the laws of the Commonwealth of Virginia and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the Commonwealth of Virginia.

16. **Conflicts.**

(a) In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.

(b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of this Award shall govern.

17. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

18. **Change in Control.** In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Restricted Stock Units under paragraph 8, the provisions of this paragraph 18 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.

(a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Replacement Award shall become immediately vested and payable at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 7 and 19, references to the Company or an Affiliate shall also include any successor entity.

(b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the New York Stock Exchange or another established securities market, and this Award remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Award shall become immediately vested and payable at the time of the termination or resignation.

19. **Qualifying Termination Event and Other Terms.**

(a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death, Disability, Retirement while in the employ of the Company or an Affiliate, or termination by the Company or an Affiliate other than for Cause.

(i) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(ii) "Retirement" shall mean termination of employment after having attained age 55 and completed at least 10 years of service with the Company or an Affiliate.

(b) "Good Reason" for purposes of paragraph 18 shall mean:

(i) a change in the Participant's position which in the Participant's reasonable judgment does not represent a promotion of the Participant's status or position immediately prior to the Change in Control or the assignment to the Participant of any duties or responsibilities, or diminution of duties or responsibilities, which in the Participant's reasonable judgment are inconsistent with the Participant's position in effect immediately prior to the Change in Control;

(ii) a reduction by the Company in the annual rate of the Participant's base salary as in effect immediately prior to the date of a Change in Control;

(iii) the Company's requiring the Participant's office nearest to the Participant's principal residence to be located at a different place which is more than thirty-five (35) miles from where such office is located immediately prior to a Change in Control;

(iv) the failure by the Company to continue in effect compensation or benefit plans in which the Participant participates, which in the aggregate provide the Participant compensation and benefits substantially equivalent to those prior to a Change in Control; or

(v) the failure of the Company to obtain a satisfactory agreement from any applicable successor entity to assume and agree to perform under any Severance Compensation Agreement.

In order for one of the foregoing events to constitute Good Reason, (i) Participant must notify the Company in writing no later than 90 days after the relevant event stating which Good Reason event has occurred, and (ii) the Company shall not have corrected the Good Reason event within thirty (30) days after Participant's notice.

(c) If the events described in (a)(i) and (ii) or paragraph 18 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

20. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of the separate Albemarle Corporation Recoupment Policy, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Award to be signed on its behalf.

ALBEMARLE CORPORATION

By: _____

NOTICE OF ROIC PERFORMANCE UNIT AWARD

under the

ALBEMARLE CORPORATION 2017 INCENTIVE PLAN

This AWARD, made as of the ____ day of _____, _____, by Albemarle Corporation, a Virginia corporation (the "Company"), to «Name» ("Participant"), is made pursuant to and subject to the provisions of the Company's 2017 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Performance Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, _____ (the "Grant Date"), granted Participant an Award ("Award") in the form of «# of Units» ROIC Performance Units (which number of Units is also referred to herein as the "Target Units"), subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Accounts.** ROIC Performance Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. The Account of Participant shall be the record of ROIC Performance Units granted to the Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
3. **Definitions.** Terms used in this Award Notice shall have the following meanings:

(a) "**Measurement Period**" means the _____, _____ and _____ calendar period.

(b) "**ROIC**" (**Return on Invested Capital**) shall be calculated for each calendar year during the Measurement Period and is determined as the amount derived pursuant to the following quotient:

$$\text{Annual ROIC} = \frac{\text{Net Income} + (\text{Interest Income and Interest Expense, net of tax})}{\text{Prior Year End Total Capital} + \text{Current Year End Total Capital}} / 2$$

(c) "**3-Year ROIC**" means the Company's annual ROIC averaged for the Measurement Period.

(d) "**Net Income**" means the Net Income Attributable to Albemarle Corporation as disclosed in the Company's Annual Report on Form 10-K for the applicable year.

(e) "**Interest Income**" means interest income included in the determination of "Other (expenses) income, net" as disclosed in the Company's Annual Report on Form 10-K for the applicable year. For purposes of this Award Notice, Interest Income shall be adjusted to be net of tax.

(f) "**Interest Expense**" means "Interest and financing expenses" as disclosed in the Company's Annual Report on Form 10-K for the applicable year. For purposes of this Award Notice, Interest Expense shall be adjusted to be net of tax.

(g) "**Prior Year End Total Capital**" means Total Capital on the last day of the previous year.

(h) "**Current Year End Total Capital**" means Total Capital on the last day of the current year.

"**Total Capital**" means total equity plus Debt less cash and cash equivalents. Debt for these purposes shall mean the current portion of long-term debt and long-term debt as disclosed on the Company's Annual Report on Form 10-K for the applicable year.

Adjustments. Notwithstanding anything in this Notice of Award to the contrary, in accordance with the Plan and as approved by the Committee, ROIC and its component values may be adjusted to reflect nonrecurring, unanticipated or other specifically identifiable amounts that may be unknown as of the Grant Date, including, without limitation, acquisitions and divestitures, write-down or write off of intangible assets (goodwill), restructuring and realignment charges, changes in accounting or tax legislation, foreign currency translation changes, gain/loss on debt retirements, and non-GAAP adjustments or special charges.

4. **Terms and Conditions.** No Award shall be earned and Participant's interest in the ROIC Performance Units granted hereunder shall be forfeited, except to the extent that the requirements of this Notice are satisfied.

5. **Performance Criteria.** Except as otherwise provided herein, Participant's ROIC Performance Units shall be earned on the Award Date in a percentage determined by the performance level for the 3-Year ROIC achieved during the Measurement Period, as set forth on **Exhibit A**. This Award is not intended to constitute qualified performance-based compensation under Code Section 162(m) and shall not be subject to the provisions of the Plan applicable to such Awards. The performance criteria set forth on **Exhibit A** may be adjusted by the Committee in its sole and absolute discretion to reflect any extraordinary or significant events that affect ROIC.

Valuation of ROIC Performance Units

6. **Value of Units.** The value of each ROIC Performance Unit shall be equal to the value of one share of the Company's Common Stock.
7. **Value of Stock.** For purposes of this Award, the value of the Company's Common Stock is the Fair Market Value (as defined in the Plan) on the date any ROIC Performance Units become vested and payable hereunder.

Vesting of Earned ROIC Performance Units

8. **Earned Awards.** As soon as practicable after the end of the Measurement Period, a determination shall be made by the Committee of the number of whole ROIC Performance Units that Participant has earned. The date as of which the Committee determines the number of ROIC Performance Units earned shall be the "Award Date."
9. **Restrictions.** Except as provided herein, the earned ROIC Performance Units shall remain unvested and forfeitable.
10. **Vesting.** Participant's interest in one-half of the earned ROIC Performance Units shall become vested and non-forfeitable on the Award Date and will be paid as soon as practicable thereafter. The final one-half of the earned ROIC Performance Units shall become vested and non-forfeitable as of January 1 of the first calendar year following the calendar year that contains the Award Date.

Termination of Employment During the Measurement Period and Vesting Period

11. **During the Measurement Period.** Notwithstanding anything in this Notice of Award to the contrary, if a Participant separates from service prior to the end of the Measurement Period on account of a Qualifying Termination Event, then a pro-rata number (as determined in accordance with the following sentence) of the Participant's ROIC Performance Units shall be earned under paragraph 8 above as of the Award Date, based on the actual level of achievement of the performance criteria set forth on **Exhibit A**, and any remaining ROIC Performance Units shall be forfeited. The pro-rata number of ROIC Performance Units earned pursuant to the preceding sentence shall be equal to 1/36th of the Units granted, for each full month of service performed by the Participant during the Measurement Period. The number of ROIC Performance Units earned shall be determined by the Committee in its sole and absolute discretion within the limits provided in the Plan and the earned ROIC Performance Units shall be fully vested as of the Award Date, and payable pursuant to paragraphs 15-17 hereof.
12. **After the Measurement Period.** Notwithstanding anything in this Notice of Award to the contrary, if after the Measurement Period ends, but prior to the Award Date, Participant experiences a Qualifying Termination Event, such Participant shall earn his ROIC Performance Units pursuant to paragraph 8 and such earned Units shall be fully vested as of the Award Date and payable pursuant to paragraphs 15-17 hereof.
13. **During the Vesting Period.** Notwithstanding anything in this Notice of Award to the contrary if, after the Award Date, but prior to the forfeiture of the ROIC Performance Units under paragraph 14, Participant experiences a Qualifying Termination Event, then all earned ROIC Performance Units that are forfeitable shall become non-forfeitable as of the date of the Qualifying Termination Event and shall be paid pursuant to paragraphs 15-17 hereof.
14. **Forfeiture.** Except as provided in paragraph 24 hereof, all ROIC Performance Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except a Qualifying Termination Event.

Payment of Awards

15. **Time of Payment.** Payment of Participant's ROIC Performance Units shall be made as soon as practicable after the Units have become non-forfeitable (or the Award Date, if later), but in no event later than March 15th of the calendar year after the year in which the Units become earned and non-forfeitable.
16. **Form of Payment.** The vested ROIC Performance Units shall be paid in whole shares of the Company's Common Stock.
17. **Death of Participant.** If Participant dies prior to the payment of his earned and vested ROIC Performance Units, an amount equal to the amount of the Participant's non-forfeitable ROIC Performance Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of the Participant's death there is no surviving Beneficiary, any amounts payable will be paid to the Participant's estate.
18. **Taxes.** The Company will withhold from the Award the number of shares of Common Stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by the Participant as their place of residence in the Company's system of record at the time the Award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

General Provisions

19. **No Right to Continued Employment.** Neither this Award nor the granting, earning or vesting of ROIC Performance Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall

it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time.

20. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
21. **Governing Law.** This Award shall be governed by the laws of the Commonwealth of Virginia and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the Commonwealth of Virginia.
22. **Conflicts.** (a) In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.
- (b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of this Award shall govern.
23. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
24. **Change in Control.** The provisions of this paragraph 24 shall apply in the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the ROIC Performance Units under paragraph 14.

(a) Subject to subparagraph (b) hereof, upon a Change in Control during the Measurement Period, a pro-rata number of ROIC Performance Units equal to $1/36^{\text{th}}$ of the Units granted, for each full month of service performed by the Participant during the Measurement Period, will be earned based on the higher of actual performance as of the date of the Change in Control or the target performance level for 3-Year ROIC set forth on **Exhibit A**. The number of ROIC Performance Units earned shall be determined by the Committee (as it exists immediately prior to the Change in Control) in its sole and absolute discretion within the limits provided in the Plan, and the earned ROIC Performance Units shall be vested and paid pursuant to paragraph 16 hereof, no later than March 15th of the calendar year after the year in which the Change in Control occurs.

(b) Notwithstanding the provisions of subparagraph (a) hereof, if, following the Change in Control, the Company's shares continue to be traded on the New York Stock Exchange or another established securities market, subparagraph (a) of this paragraph shall not apply, and this Award shall remain in effect and continue subject to the remaining terms of this Notice of Award; *provided, however*, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in subparagraph (c)) concurrent with or within two (2) years after the date of the Change in Control and during the Measurement Period, a pro-rata number of ROIC Performance Units equal to $1/36^{\text{th}}$ of the Units granted, for each full month of service performed by the Participant during the Measurement Period, will be earned and paid (no later than March 15th of the calendar year after the year in which the termination or resignation occurs) based on the higher of actual performance as of the date of the termination of employment or the target performance level for 3-Year ROIC set forth on Exhibit A. If the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason after the Measurement Period but before the Award is fully vested, the earned unvested ROIC Performance Units will become immediately vested and payable pursuant to paragraph 16 hereof no later than March 15th of the calendar year after the year in which the termination or resignation occurs.

(c) For purposes of subparagraph (b), "Good Reason" shall mean:

- (i) a change in the Participant's position which in the Participant's reasonable judgment does not represent a promotion of the Participant's status or position immediately prior to the Change in Control or the assignment to the Participant of any duties or responsibilities, or diminution of duties or responsibilities, which in the Participant's reasonable judgment are inconsistent with the Participant's position in effect immediately prior to the Change in Control;
- (ii) a reduction by the Company in the annual rate of the Participant's base salary as in effect immediately prior to the date of a Change in Control;
- (iii) the Company's requiring the Participant's office nearest to the Participant's principal residence to be located at a different place which is more than thirty-five (35) miles from where such office is located immediately prior to a Change in Control;
- (iv) the failure by the Company to continue in effect compensation or benefit plans in which the Participant participates, which in the aggregate provide the Participant compensation and benefits substantially equivalent to those prior to a Change in Control; or
- (v) the failure of the Company to obtain a satisfactory agreement from any applicable successor entity to assume and agree to perform under any Severance Compensation Agreement.

In order for one of the foregoing events to constitute Good Reason, (i) Participant must notify the Company in writing no later than 90 days after the relevant event stating which Good Reason event has occurred, and (ii) the Company shall not have corrected the Good Reason event within thirty (30) days after Participant's notice.

25. **Qualifying Termination Event and Other Terms**

(a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death, Disability, Retirement while in the employ of the Company or an Affiliate, or termination by the Company or an Affiliate other than for Cause.

(i) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(ii) "Retirement" shall mean termination of employment after having attained age 55 and completed at least 10 years of service with the Company or an Affiliate.

(b) If the events described in (a)(i) and (ii) or paragraph 24 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

26. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of the separate Albemarle Corporation Recoupment Policy, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Award to be signed on its behalf.

ALBEMARLE CORPORATION

By: _____

EXHIBIT A

ROIC Performance Goals

██████████	████████████████████	██
████	████████████████	████████████████
██████████	████████████████	████████████████
██████████	████████████████	████████████████
██████████	████████████████	████████████████

* The percentage of Target Units earned for performance between the Threshold, Target and Superior Performance Levels will be determined by linear interpolation. No percentage of the Target Units will be earned for performance below the Threshold Performance Level. The number of ROIC Performance Units earned hereunder shall be rounded to the nearest whole number.

NOTICE OF TSR PERFORMANCE UNIT AWARD

under the

ALBEMARLE CORPORATION 2017 INCENTIVE PLAN

This AWARD, made as of the ____ day of _____, _____, by Albemarle Corporation, a Virginia corporation (the "Company"), to «Name» ("Participant"), is made pursuant to and subject to the provisions of the Company's 2017 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Performance Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, _____ (the "Grant Date"), granted Participant an Award ("Award") in the form of «# of Units» TSR Performance Units (which number of Units is also referred to herein as the "Target Units"), subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Accounts.** TSR Performance Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. The Account of Participant shall be the record of TSR Performance Units granted to the Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
3. **Definitions.** Terms used in this Award Notice shall have the following meanings:
 - (a) "**TSR**" means "Total Shareholder Return."
 - (b) "**TSR %**" is calculated using the following formula:

$$\frac{(\text{Ending Stock Price} + \text{Reinvested Dividends}) - \text{Starting Stock Price}}{\text{Starting Stock Price}}$$
 - (c) "**Starting Stock Price**" means the average closing price of the Company's Common Stock over the 20-trading-day period commencing January 1, _____.
 - (d) "**Ending Stock Price**" means the average closing price of the Company's Common Stock over the 20-trading-day period ending December 31, _____.
 - (e) "**Reinvested Dividends**" means the value of reinvested dividends paid on the Company's Common Stock over the Measurement Period (as defined in paragraph 5).
 - (f) "**TSR Relative to Peer Group**" is the TSR % of the Company as compared to the TSR % of the Peer Group.
 - (g) "**Peer Group**" is the group of companies listed on Exhibit A. If a company in the Peer Group has its common stock delisted or if it no longer exists as a separate entity, the TSR % will be retroactively calculated for the remainder of the Performance Period without such company.
4. **Terms and Conditions.** No Award shall be earned and Participant's interest in the TSR Performance Units granted hereunder shall be forfeited, except to the extent that the requirements of this Notice are satisfied.
5. **Performance Criteria.** Participant's TSR Performance Units shall be earned on the Award Date based on the following formula (to the nearest whole TSR Performance Unit). Such TSR Performance Units shall be subject to the terms and conditions set forth in the following paragraphs of this Notice of Award.
 - (a) The Measurement Period is the _____, _____ and _____ calendar period.
 - (b) Earned Award = TSR % of Target Units x TSR Performance Units
 - (c) TSR % of Target Units. The TSR % of Target Units is determined according to the following table (awards to be interpolated between the TSR %s below):

<u>TSR Relative to Peer Group</u>	<u>TSR % of Target Units</u>
75 th percentile or higher	200% of Target Units
50 th percentile	100% of Target Units
25 th percentile	50% of Target Units
less than 25 th percentile	0%
 - (d) The Company shall retain discretion to decrease Awards but may not increase any Awards, directly or indirectly,

hereunder.

- (e) For purposes of this Award, the number of earned TSR Performance Units will be rounded to the nearest whole number.
- (f) Notwithstanding anything herein to the contrary, if the Company's TSR for the Measurement Period is negative, no more than 100% of the TSR Performance Units may be earned and become vested and non-forfeitable hereunder.

Valuation of TSR Performance Units

- 6. **Value of Units**. The value of each TSR Performance Unit shall be equal to the value of one share of the Company's Common Stock.
- 7. **Value of Stock**. For purposes of this Award, the value of the Company's Common Stock is the Fair Market Value (as defined in the Plan) on the date any TSR Performance Units become vested and payable hereunder.

Vesting of Earned TSR Performance Units

- 8. **Earned Awards**. As soon as practicable after the end of the Measurement Period, a determination shall be made by the Committee of the number of whole TSR Performance Units that Participant has earned. The date as of which the Committee determines the number of TSR Performance Units earned shall be the "Award Date."
- 9. **Restrictions**. Except as provided herein, the earned TSR Performance Units shall remain unvested and forfeitable.
- 10. **Vesting**. Participant's interest in one-half of the earned TSR Performance Units shall become vested and non-forfeitable on the Award Date and will be paid as soon as practicable thereafter. The final one-half of the earned TSR Performance Units shall become vested and non-forfeitable as of January 1 of the first calendar year following the calendar year that contains the Award Date.

Termination of Employment During the Measurement Period and Vesting Period

- 11. **During the Measurement Period**. Notwithstanding anything in this Notice of Award to the contrary, if a Participant separates from service prior to the end of the Measurement Period on account of a Qualifying Termination Event, then a pro-rata number (as determined in accordance with the following sentence) of the Participant's TSR Performance Units shall be earned under paragraph 8 above as of the Award Date, based on the criteria set forth in paragraph 5 above, and any remaining TSR Performance Units shall be forfeited. The pro-rata number of TSR Performance Units earned pursuant to the preceding sentence shall be equal to 1/36th of the Units granted, for each full month of service performed by the Participant during the Measurement Period. The number of TSR Performance Units earned shall be determined by the Committee in its sole and absolute discretion within the limits provided in the Plan and the earned TSR Performance Units shall be fully vested as of the Award Date, and payable pursuant to paragraphs 15-17 hereof.
- 12. **After the Measurement Period**. Notwithstanding anything in this Notice of Award to the contrary, if after the Measurement Period ends, but prior to the Award Date, Participant experiences a Qualifying Termination Event, such Participant shall earn his TSR Performance Units pursuant to paragraph 8 and such earned Units shall be fully vested as of the Award Date and payable pursuant to paragraphs 15-17 hereof.
- 13. **During the Vesting Period**. Notwithstanding anything in this Notice of Award to the contrary if, after the Award Date, but prior to the forfeiture of the TSR Performance Units under paragraph 14, Participant experiences a Qualifying Termination Event, then all earned TSR Performance Units that are forfeitable shall become non-forfeitable as of the date of the Qualifying Termination Event and shall be paid pursuant to paragraphs 15-17 hereof.
- 14. **Forfeiture**. Except as provided in paragraph 24 hereof, all TSR Performance Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except a Qualifying Termination Event.

Payment of Awards

- 15. **Time of Payment**. Payment of Participant's TSR Performance Units shall be made as soon as practicable after the Units have become non-forfeitable (or the Award Date, if later), but in no event later than March 15th of the calendar year after the year in which the Units become earned and non-forfeitable.
- 16. **Form of Payment**. The vested TSR Performance Units shall be paid in whole shares of the Company's Common Stock.
- 17. **Death of Participant**. If Participant dies prior to the payment of his earned and vested TSR Performance Units, an amount equal to the amount of the Participant's non-forfeitable TSR Performance Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of the Participant's death there is no surviving Beneficiary, any amounts payable will be paid to the Participant's estate.
- 18. **Taxes**. The Company will withhold from the Award the number of shares of Common Stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by the Participant as their place of residence in the Company's system of record at the time the Award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that

may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

General Provisions

19. **No Right to Continued Employment.** Neither this Award nor the granting, earning or vesting of TSR Performance Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time.
20. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
21. **Governing Law.** This Award shall be governed by the laws of the Commonwealth of Virginia and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the Commonwealth of Virginia.
22. **Conflicts.** (a) In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.

(b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of this Award shall govern.
23. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
24. **Change in Control.** The provisions of this paragraph 24 shall apply in the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the TSR Performance Units under paragraph 14.

(a) Subject to subparagraph (b) hereof, upon a Change in Control during the Measurement Period, a pro-rata number of TSR Performance Units equal to $1/36^{\text{th}}$ of the Units granted, for each full month of service performed by the Participant during the Measurement Period, will be earned based on the higher of actual performance as of the date of the Change in Control or achievement of a TSR Relative to Peer Group at the 50th percentile as described in Section 5(c). The number of TSR Performance Units earned shall be determined by the Committee (as it exists immediately prior to the Change in Control) in its sole and absolute discretion within the limits provided in the Plan, and the earned TSR Performance Units shall be vested and paid pursuant to paragraph 16 hereof, no later than March 15th of the calendar year after the year in which the Change in Control occurs.

(b) Notwithstanding the provisions of subparagraph (a) hereof, if, following the Change in Control, the Company's shares continue to be traded on the New York Stock Exchange or another established securities market, subparagraph (a) of this paragraph shall not apply, and this Award shall remain in effect and continue subject to the remaining terms of this Notice of Award; *provided, however*, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in subparagraph (c)) concurrent with or within two (2) years after the date of the Change in Control and during the Measurement Period, a pro-rata number of TSR Performance Units equal to $1/36^{\text{th}}$ of the Units granted, for each full month of service performed by the Participant during the Measurement Period, will be earned and paid (no later than March 15th of the calendar year after the year in which the termination or resignation occurs) based on the higher of actual performance as of the date of the termination of employment or achievement of a TSR Relative to Peer Group at the 50th percentile as described in Section 5(c). If the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason after the Measurement Period but before the Award is fully vested, the earned unvested TSR Performance Units will become immediately vested and payable pursuant to paragraph 16 hereof no later than March 15th of the calendar year after the year in which the termination or resignation occurs.

(c) For purposes of subparagraph (b), "Good Reason" shall mean:

- (i) a change in the Participant's position which in the Participant's reasonable judgment does not represent a promotion of the Participant's status or position immediately prior to the Change in Control or the assignment to the Participant of any duties or responsibilities, or diminution of duties or responsibilities, which in the Participant's reasonable judgment are inconsistent with the Participant's position in effect immediately prior to the Change in Control;
- (ii) a reduction by the Company in the annual rate of the Participant's base salary as in effect immediately prior to the date of a Change in Control;
- (iii) the Company's requiring the Participant's office nearest to the Participant's principal residence to be located at a different place which is more than thirty-five (35) miles from where such office is located immediately prior to a Change in Control;
- (iv) the failure by the Company to continue in effect compensation or benefit plans in which the Participant participates, which in the aggregate provide the Participant compensation and benefits substantially equivalent to those prior to a Change in Control; or

(v) the failure of the Company to obtain a satisfactory agreement from any applicable successor entity to assume and agree to perform under any Severance Compensation Agreement.

In order for one of the foregoing events to constitute Good Reason, (i) Participant must notify the Company in writing no later than 90 days after the relevant event stating which Good Reason event has occurred, and (ii) the Company shall not have corrected the Good Reason event within thirty (30) days after Participant's notice.

25. Qualifying Termination Event and Other Terms

(a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death, Disability, Retirement while in the employ of the Company or an Affiliate, or termination by the Company or an Affiliate other than for Cause.

(i) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(ii) "Retirement" shall mean termination of employment after having attained age 55 and completed at least 10 years of service with the Company or an Affiliate.

(b) If the events described in (a)(i) and (ii) or paragraph 24 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

26. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of the separate Albemarle Corporation Recoupment Policy, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Award to be signed on its behalf.

ALBEMARLE CORPORATION

By: _____
EXHIBIT A

Peer Group for Award

The Peer Group for the _____ Performance Unit based relative TSR Award will include the following Companies:

[insert Committee approved peers]

NOTICE OF OPTION GRANT
under the
ALBEMARLE CORPORATION 2017 INCENTIVE PLAN

No. of shares subject to option: «Stock Options »

This GRANT, made as of the ____ day of _____, ____ by Albemarle Corporation, a Virginia corporation (the "Company"), to «First Name» «Last Name» ("Participant"), is made pursuant and subject to the provisions of the Company's 2017 Incentive Plan (the "Plan"), a copy of which has been given to Participant. All terms used herein that are defined in the Plan have the same meanings given them in the Plan.

1. **Grant of Option.** Pursuant to the Plan, the Company, on _____, ____ ("Grant Date"), granted to Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the right and option to purchase from the Company all or any part of the aggregate of _____ shares of Common Stock at the option price of \$XX.XX per share (the "Option Price") (this grant referred to herein as the "Option"), being not less than the Fair Market Value per share of the Common Stock on the Grant Date of the Option. Such Option will be exercisable as hereinafter provided. This Option is not intended to be treated as an incentive stock option under Code section 422.

2. **Expiration Date.** The Expiration Date of this Option is the date that is ten (10) years from the Grant Date. This Option may not be exercised on or after the Expiration Date.

3. **Vesting of Option.** Except as provided in paragraphs 7, 8, or 10, this Option shall become vested on the third anniversary of the Grant Date.

4. **Exercisability of Option.** Except as provided in paragraphs 7, 8, or 10, this Option shall become exercisable on the third anniversary of the Grant Date. Once the Option has become exercisable in accordance with the preceding sentence, it shall continue to be exercisable until the termination of Participant's rights hereunder pursuant to paragraphs 7, 8, or 10, or until the Expiration Date, if earlier. A partial exercise of this Option shall not affect Participant's right to exercise this Option with respect to the remaining shares, subject to the terms and conditions of the Plan and those set forth herein.

5. **Method of Exercising and Payment for Shares.** This Option shall be exercised through a licensed brokerage firm at Participant's expense, in conjunction with established procedures and coordinated with the Company's Human Resources and Law Departments. From time to time the procedures for exercising this Option may be subject to modification by the aforesaid departments, but in no case shall the number of shares subject to the Option or its terms for vesting be changed by the procedures for exercise or by the modification thereof. Procedures for the exercise of this Option will be provided to Participant by the Company's Human Resources Department.

6. **Nontransferability.** This Option is nontransferable except by will or the laws of descent and distribution. During Participant's lifetime, this Option may be exercised only by Participant.

7. **Upon a Qualifying Termination Event.**

(a) Notwithstanding anything in this Option to the contrary, if, prior to the forfeiture of the Option under paragraph 9, Participant experiences a Qualifying Termination Event (as defined below), the Option shall become vested as to a pro-rata portion of the Option, as determined in accordance with the following sentence. The pro-rata portion of the Option that shall vest pursuant to the preceding sentence shall be equal to 1/36th of the shares subject to the Option, for each full month of service performed by the Participant after the Grant Date and prior to the Qualifying Termination Event. The non-vested portion of the Option shall be forfeited.

(b) The vested portion of the Option may be exercised beginning on the third anniversary of the Grant Date and shall remain exercisable according to the terms provided in paragraph 4, and the Participant or Participant's beneficiary (or estate as the case may be) may exercise this Option during the remainder of the period preceding the Expiration Date. Participant shall have the right to designate his beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a beneficiary, or if at the time of his death there is no surviving beneficiary, this Option may be exercised by his estate.

8. **Exercise of Vested Option After Other Termination of Employment.** Except as provided in paragraph 7, in the event Participant ceases to be employed by the Company or an Affiliate, the rules under this paragraph 8 shall apply. If Participant ceases to be employed after the Option has vested in accordance with paragraph 3, but prior to the Expiration Date, Participant may exercise this Option with respect to the shares he is entitled to purchase pursuant to paragraphs 3 and 4 above within sixty (60) days of the date of such termination of employment (but in no event later than the Expiration Date). Any portion of the vested Option that is not exercised within the foregoing sixty (60) day period shall be immediately forfeited.

9. **Forfeiture.** Any non-vested portion of the Option that does not become vested pursuant to paragraph 3, 7(a) or 10, shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason.

10. **Change in Control.** In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Option under paragraph 9, the provisions of this paragraph 10 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.

(a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 11) concurrent with or within two (2) years after the date of the Change in Control, the non-vested Replacement Award shall become immediately vested and shall be exercisable as provided in paragraph 7(b), beginning on the third anniversary of the Grant Date. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 9 and 11, references to the Company or an Affiliate shall also include any successor entity.

(b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the New York Stock Exchange or another established securities market and this Option remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 11) concurrent with or within two (2) years after the date of the Change in Control, the non-vested Option shall become immediately vested and shall be exercisable as provided in paragraph 7(b) beginning on the third anniversary of the Grant Date.

11. **Qualifying Termination Event and Other Terms.**

(a) For purposes of this Option, Qualifying Termination Event shall mean a Participant's death, Disability, Retirement while in the employ of the Company or an Affiliate, or termination by the Company or an Affiliate other than for Cause.

(i) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(ii) "Retirement" shall mean termination of employment after having attained age 55 and completed at least 10 years of service with the Company or an Affiliate.

(b) "Good Reason" for purposes of paragraph 10 shall mean

(i) a change in the Participant's position which in the Participant's reasonable judgment does not represent a promotion of the Participant's status or position immediately prior to the Change in Control or the assignment to the Participant of any duties or responsibilities, or diminution of duties or responsibilities, which in the Participant's reasonable judgment are inconsistent with the Participant's position in effect immediately prior to the Change in Control;

(ii) a reduction by the Company in the annual rate of the Participant's base salary as in effect immediately prior to the date of a Change in Control;

(iii) the Company's requiring the Participant's office nearest to the Participant's principal residence to be located at a different place which is more than thirty-five (35) miles from where such office is located immediately prior to a Change in Control;

(iv) the failure by the Company to continue in effect compensation or benefit plans in which the Participant participates, which in the aggregate provide the Participant compensation and benefits substantially equivalent to those prior to a Change in Control; or

(v) the failure of the Company to obtain a satisfactory agreement from any applicable successor entity to assume and agree to perform under any Severance Compensation Agreement.

In order for one of the foregoing events to constitute Good Reason, (i) Participant must notify the Company in writing no later than 90 days after the relevant event stating which Good Reason event has occurred, and (ii) the Company shall not have corrected the Good Reason event within thirty (30) days after Participant's notice.

(c) If the events described in (a)(i) and (ii) or paragraph 10 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Option shall terminate, and this Option shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

12. **Fractional Shares.** Fractional shares shall not be issuable hereunder, and when any provision hereof may entitle Participant to a fractional share such fraction shall be disregarded.

13. **No Right to Continued Employment.** This Option does not confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his employment at any time.

14. **Change in Capital Structure.** The terms of this Option shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.

15. **Governing Law.** This Option shall be governed by the laws of the Commonwealth of Virginia and applicable Federal law. All disputes arising under this Option shall be adjudicated solely within the state or Federal courts located within the Commonwealth of Virginia.

16. **Conflicts.**

(a) In the event of any conflict between the provisions of the Plan as in effect on the date hereof and the provisions of this Option, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

(b) In the event of any conflict between the provisions of this Option and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement, the provisions of this Option shall govern.

17. **Binding Effect.** Subject to the limitations set forth herein and in the Plan, this Option shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

18. **Taxes.** Tax withholding requirements attributable to the exercise of this Option, including employment taxes, Federal income taxes, and state and local income taxes with respect to the state and locality where, according to the Company's system of records, the Participant resides at the time the Option is exercised, except as otherwise might be determined to be required by the Company, will be satisfied by the Participant as instructed in the established procedures for exercising this Option; *provided, however,* that the foregoing employment, Federal, state and local income tax withholding provision shall be subject to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of exercising this Option.

19. **Recoupment.** In addition to any other applicable provision of the Plan, this Option is subject to the terms of the separate Albemarle Corporation Recoupment Policy, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Option to be signed by a duly authorized officer.

ALBEMARLE CORPORATION

By: _____

NOTICE OF RESTRICTED STOCK UNIT AWARD
under the
ALBEMARLE CORPORATION 2017 INCENTIVE PLAN

This AWARD, made as of the ___ day of _____, _____, by Albemarle Corporation, a Virginia corporation (the "Company"), to **XXXX** ("Participant"), is made pursuant to and subject to the provisions of the Company's 2017 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Restricted Stock Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, _____ (the "Grant Date"), granted Participant an incentive award ("Award") in the form of **XXXX Restricted Stock Units**, subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Accounts.** Restricted Stock Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. A Participant's Account shall be the record of Restricted Stock Units granted to the Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
3. **Terms and Conditions.** Except as otherwise provided herein, the Restricted Stock Units shall remain nonvested and subject to substantial risk of forfeiture.

Valuation of Restricted Stock Units

4. **Value of Units.** The value of each Restricted Stock Unit on any date shall be equal to the value of one share of the Company's Common Stock on such date.
5. **Value of Stock.** For purposes of this Award, the value of the Company's Common Stock is the Fair Market Value of the Stock (as defined in the Plan) on the relevant date.

Vesting of Restricted Stock Units

6. **Vesting.** Participant's interest in the Restricted Stock Units shall become vested and non-forfeitable on the third anniversary of the Grant Date.

Termination of Employment During the Vesting Period

7. **Upon a Qualifying Termination Event.** Notwithstanding anything in this Notice of Award to the contrary, if, prior to the forfeiture of Restricted Stock Units under paragraph 8, Participant experiences a Qualifying Termination Event (as defined below), Restricted Stock Units that are forfeitable shall become non-forfeitable as of the date of the Qualifying Termination Event.
8. **Forfeiture.** All Restricted Stock Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except the Participant's death or Disability or as provided in paragraph 18.

Payment of Awards

9. **Time of Payment.** Payment of Participant's Restricted Stock Units shall be made as soon as practicable after the Units have become vested, but in no event later than March 15th of the calendar year after the year in which the Units vest.
10. **Form of Payment.** The vested Restricted Stock Units shall be paid in whole shares of the Company's Common Stock.
11. **Death of Participant.** If Participant dies prior to the payment of his or her non-forfeitable Restricted Stock Units, such Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of the Participant's death there is no surviving Beneficiary, any amounts payable will be paid to the Participant's estate.

12. **Taxes.** The Company will withhold from the Award the number of shares of Common Stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by the Participant as their place of residence in the Company's system of record at the time the Award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

General Provisions

13. **No Right to Continued Employment.** Neither this Award nor the granting or vesting of Restricted Stock Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time.

14. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.

15. **Governing Law.** This Award shall be governed by the laws of the Commonwealth of Virginia and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the Commonwealth of Virginia.

16. **Conflicts.** (a) In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.

(b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of this Award shall govern.

17. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

18. **Change in Control.** In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Restricted Stock Units under paragraph 8, the provisions of this paragraph 18 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.

(a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Replacement Award shall become immediately vested and payable at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 7 and 19, references to the Company or an Affiliate shall also include any successor entity.

(b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's Shares continue to be traded on the New York Stock Exchange or another established securities market, and this Award remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Award shall become immediately vested and payable at the time of the termination or resignation.

19. **Qualifying Termination Event and Other Terms.**

(a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death or Disability.

(i) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(b) "Good Reason" for purposes of paragraph 18 shall mean:

(i) a change in the Participant's position which in the Participant's reasonable judgment does not represent a promotion of the Participant's status or position immediately prior to the Change in Control or the assignment to the Participant of any duties or responsibilities, or diminution of duties or responsibilities, which in the Participant's reasonable judgment are inconsistent with the Participant's position in effect immediately prior to the Change in Control;

(ii) a reduction by the Company in the annual rate of the Participant's base salary as in effect immediately prior to the date of a Change in Control;

(iii) the Company's requiring the Participant's office nearest to the Participant's principal residence to be located at a different place which is more than thirty-five (35) miles from where such office is located immediately prior to a

Change in Control;

(iv) the failure by the Company to continue in effect compensation or benefit plans in which the Participant participates, which in the aggregate provide the Participant compensation and benefits substantially equivalent to those prior to a Change in Control; or

(v) the failure of the Company to obtain a satisfactory agreement from any applicable successor entity to assume and agree to perform under any Severance Compensation Agreement.

In order for one of the foregoing events to constitute Good Reason, (i) Participant must notify the Company in writing no later than 90 days after the relevant event stating which Good Reason event has occurred, and (ii) the Company shall not have corrected the Good Reason event within thirty (30) days after Participant's notice.

(c) If the events described in (a)(i) or paragraph 18 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

20. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of the separate Albemarle Corporation Recoupment Policy, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Award to be signed on its behalf.

ALBEMARLE CORPORATION

By: _____