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

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): December 7, 2016**

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**ALBEMARLE CORPORATION**

(Exact Name of Registrant as Specified in its Charter)

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**Virginia**  
(State or Other Jurisdiction  
of Incorporation)

**001-12658**  
(Commission  
File Number)

**54-1692118**  
(I.R.S. Employer  
Identification Number)

**4350 Congress Street, Suite 700, Charlotte, North Carolina**  
(Address of Principal Executive Offices)

**28209**  
(Zip Code)

**Registrant's Telephone Number, including Area Code: (980) 299-5700**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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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:

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

*Severance Compensation Agreements*

On December 7, 2016, Albemarle Corporation (the “Company”) agreed to amend severance compensation agreements previously entered into with each of Luther C. Kissam (Chairman, President, and Chief Executive Officer), Scott A. Tozier (Executive Vice President and Chief Financial Officer), Karen G. Narwold (Executive Vice President and Chief Administrative Officer) and Matthew K. Juneau (Executive Vice President of Corporate Strategy & Investor Relations) to provide for an extension of the non-competition period described in the agreements from one to two years in exchange for a lump sum payment equal to the value of the executives’ agreement to the covenant not to compete for such two-year period, as determined by a third party at the time of the termination of employment.

The executives’ severance compensation agreements were also amended to provide for (i) relocation benefits under the Company’s U.S. Domestic Executive Relocation Policy in certain instances, and (ii) Company-paid continued dental and vision coverage for 18 months (24 months for Mr. Kissam) from the termination of employment.

The amendments to the severance compensation agreements are attached hereto as Exhibits 10.1 and 10.2, and are incorporated by reference herein.

*Form of Equity Award Agreements*

Notices of equity awards, pursuant to which future grants of stock options, restricted stock units and performance share unit awards may be made to certain employees of the Company are attached hereto as Exhibits 10.3, 10.4, and 10.5, and are incorporated by reference herein. These awards differ from prior equity awards granted under the Plan in that upon a qualifying change in control of the Company, (i) existing awards that remain in place and replacement awards subject to time-based vesting will not be eligible for automatic accelerated vesting unless the award holder has a qualifying termination of employment, and (ii) existing performance share unit awards will vest on a pro-rata basis at the higher of target or actual performance as of the change in control.

**Item 7.01 Regulation FD Disclosure.**

On December 8, 2016, Mr. Kissam, Mr. Tozier and Ms. Narwold each adopted pre-arranged stock trading plans (the “Plans”) to sell certain shares previously granted and/or shares to be acquired upon the vesting of performance share units previously granted by the Company. The Plans were adopted to allow each individual to sell a sufficient number of the shares to satisfy the tax liability resulting from the grant and/or vesting of such performance share units. Each of the Plans expires in the first quarter of 2017, unless earlier terminated.

The transactions under the Plans will be disclosed publicly through Form 144 and Form 4 filings with the Securities and Exchange Commission, as applicable. The Plans were adopted in

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accordance with guidelines specified under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended, and the Company's internal policies regarding stock transactions. Rule 10b5-1 permits individuals who are not in possession of material, non-public information at the time a plan is adopted to establish pre-arranged plans to buy or sell company stock. These plans allow insiders to have shares sold for their accounts over a period of time regardless of any material, non-public information they may receive after adopting their plans. In accordance with Rule 10b5-1, none of the officers that adopted the Plans will have discretion over sales under the Plans.

The Company does not undertake to report Rule 10b5-1 plans that may be adopted by any of its officers or directors in the future, or to report any modifications or termination of any publicly announced trading plan, except to the extent required by law.

The information in this Item 7.01 is furnished pursuant to Item 7.01 of Form 8-K and is not deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section. The information contained herein is not incorporated by reference in any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

## **Section 9 - Financial Statements and Exhibits**

### **Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

- 10.1 Second Amendment to Severance Compensation Agreement between Luther C. Kissam, IV and the Company
- 10.2 Form of Second Amendment to Severance Compensation Agreement between each of Karen Narwold, Scott Tozier, and Matthew Juneau, and the Company
- 10.3 Form Notice of Option Grant under the Albemarle Corporation 2008 Incentive Plan
- 10.4 Form Notice of Restricted Stock Unit Award under the Albemarle Corporation 2008 Incentive Plan
- 10.5 Form Notice of TSR Performance Unit Award under the Albemarle Corporation 2008 Incentive Plan

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**SIGNATURE**

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

**ALBEMARLE CORPORATION**

Date: December 8, 2016

By: /s/ Karen G. Narwold

Karen G. Narwold

Executive Vice President and Chief Administrative Officer

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Exhibit</u>
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10.3	Form Notice of Option Grant under the Albemarle Corporation 2008 Incentive Plan
10.4	Form Notice of Restricted Stock Unit Award under the Albemarle Corporation 2008 Incentive Plan
10.5	Form Notice of TSR Performance Unit Award under the Albemarle Corporation 2008 Incentive Plan

**SECOND AMENDMENT TO  
SEVERANCE COMPENSATION AGREEMENT**

This AMENDMENT modifies the Severance Compensation Agreement dated September 29, 2008 between Albemarle Corporation, a Virginia corporation (the "Company"), and Luther C. Kissam, IV ("Employee") (referred to herein as the "Agreement").

1. Subparagraph (iii)(b) of Paragraph 2(a) of the Agreement is amended and restated in its entirety as follows:

“(b) If you are not eligible for the retiree medical plans, you will no longer continue to participate in the Corporation’s medical, dental, or vision plans, as applicable, except for COBRA. If you elect to receive COBRA benefits, the Corporation shall provide you with such benefits at no cost to you for eighteen (18) months following your loss of medical, dental, and vision coverage, as applicable. Thereafter, the Corporation shall, for the subsequent six (6) months, purchase for you, at its cost, a policy of medical insurance providing benefits substantially similar to the benefits you would have received under the Corporation’s medical, dental, or vision plans.”
2. The title of subparagraph (viii) of Paragraph 2(a) of the Agreement shall be changed from “Reduction of Severance Payment” to “Reduction of Payments.”
3. The following is added after “2(a)(ix)” in Paragraph 2(a)(x) of the Agreement, as renumbered as per the first amendment to the Agreement, as follows:

“, and any other payments to the extent required by law,”
4. A new subparagraph (xi) shall be added to Paragraph 2(a) of the Agreement, as renumbered as per the first amendment to the Agreement, as follows:

“(xi) Relocation. Following your Date of Termination, the Corporation shall provide you with relocation benefits available under the Corporation’s U.S. Domestic Executive Relocation Policy, but only to the extent you (i) had relocated in connection with your employment with the Corporation within two (2) years before your Date of Termination and (ii) you are moving back to a state where you had relocated from within the two (2) years before

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your Date of Termination. The benefits described in this subparagraph (xi) must be used, if at all, no later than the end of the second year after the year that contains your Date of Termination. To the extent any relocation expenses will be reimbursed to you, the reimbursement must be paid to you no later than the end of the third year after the year that contains your Date of Termination.”

5. Paragraph 6(b) of the Agreement is amended to replace the reference to “first anniversary” with “second anniversary” instead.

6. Paragraph 7(c) of the Agreement is amended and restated in its entirety as follows:

“c. In consideration for your agreement to the provisions of this Paragraph 7, the Corporation shall pay you, not later than the fifth (5<sup>th</sup>) day following the Determination Date (as defined below) the amount determined to be the value of your agreement to the provisions of this Paragraph 7 during the Non-Competition Period (the “Non-Competition Payment”). The value of your Non-Competition Payment for these purposes shall be determined by an unrelated third party in the business of valuing non-competition payments (the “Valuation Firm”). All costs for obtaining and defending the valuation shall be borne by the Corporation. The date the Valuation Firm finalizes the Non-Competition Payment amount will be the Determination Date.

The payment made to you pursuant to this Paragraph 7 is intended to constitute reasonable compensation for purposes of the Code. You shall notify the Corporation in writing of any written claim, objection, litigation, assessment, etc. by any federal, state, or local taxing authority regarding the Non-Competition Payment and its treatment as reasonable compensation under the Code. The notification shall apprise the Corporation of the nature of such claim and shall include a copy of any written correspondence from the relevant taxing authority. Such notification shall be given as soon as practicable but no later than thirty (30) business days after you actually receive notice in writing of such claim. The Corporation shall be responsible for hiring qualified legal counsel and other professionals acceptable to you to defend any challenge and pursue litigation regarding the Non-Competition Payment’s status as reasonable compensation under the Code until the matter is concluded. Any expenditure by the Corporation in any year to defend against the claim shall not have any impact on the expenses the Corporation may incur in defending against the claim in any

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subsequent year. The Corporation shall pay any expenses related to defense of the claim no later than the year after the year the expense was incurred. The Corporation's obligations under this Paragraph 7(c) shall exist until the date of your death. The obligation of the Corporation to defend against any claim may not be subject to liquidation or exchanged for any other benefit. The Corporation's obligations under this section shall be performed by the Corporation in good faith."

7. Paragraph 9 of the Agreement is amended and restated in its entirety as follows:

"9. Notice to Corporation to Cure. In the event that you believe that you have a Good Reason for Resignation, you shall notify the Corporation in writing of such fact and the reasons therefore no later than ninety (90) days after the relevant event has occurred. The Corporation may, within thirty (30) days after your notice, elect to take such steps that would be necessary so that you would no longer have a Good Reason for Resignation. Failure to satisfy the requirements of this Paragraph 9 will result in there not being any Good Reason for Resignation for purposes of this Agreement."

8. The following is added at the end of Paragraph 16 of the Agreement to read as follows:

"Such General Release must be executed within the ninety (90) day period following your termination, provided, however, that to the extent any amounts payable under Paragraph 2(a)(i), (ii), (iv) or (vii) constitute deferred compensation for purposes of Code Section 409A, and the ninety (90) day period referred to herein shall commence in one tax year and end in the subsequent tax year, the payments described in this Paragraph 16 shall be made solely in the subsequent tax year."

9. The following is added at the end of Paragraph 19 of the Agreement to read as follows:

"Notwithstanding anything herein to the contrary, this Agreement shall be interpreted and applied so that the payments and benefits set forth herein shall either be exempt from or shall comply with the requirements of Code Section 409A. To the extent that the Corporation determines that any provision of this Agreement would cause you to incur any additional tax or interest under Code Section 409A, the Corporation shall be entitled to reform such provision to attempt to comply with or be exempt from Code

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Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to you and the Corporation without violating the provisions of Code Section 409A. In no event may you, directly or indirectly, designate the calendar year of any payment to be made under this Agreement or otherwise which constitutes a “deferral of compensation” within the meaning of Code Section 409A.”

10. Except as otherwise provided in this Amendment, defined terms used in this Amendment shall have the same meanings as set forth in the Agreement, and all other terms and provisions of the Agreement, as amended, shall remain unchanged.

IN WITNESS WHEREOF, the Company and Employee have caused this Amendment to be signed, each on their own behalf, as of this 8th day of December, 2016.

**ALBEMARLE CORPORATION**

By: /s/ Karen G. Narwold

/s/ Luther C. Kissam, IV

Luther C. Kissam, IV

Employee

**FORM OF  
SECOND AMENDMENT TO  
SEVERANCE COMPENSATION AGREEMENT**

**For Karen Narwold, Scott Tozier, and Matthew Juneau**

This AMENDMENT modifies the Severance Compensation Agreement dated [ ] between Albemarle Corporation, a Virginia corporation (the “Company”), and [ ] (“Employee”) (referred to herein as the “Agreement”).

1. Subparagraph (iii)(b) of Paragraph 2(a) of the Agreement is amended and restated in its entirety as follows:

“(b) If you are not eligible for the retiree medical plans, you will no longer continue to participate in the Corporation’s medical, dental, or vision plans, as applicable, except for COBRA. If you elect to receive COBRA benefits, the Corporation shall provide you with such benefits at no cost to you for eighteen (18) months following your loss of medical, dental, and vision coverage, as applicable.”

2. The title of subparagraph (viii) of Paragraph 2(a) of the Agreement shall be changed from “Reduction of Severance Payment” to “Reduction of Payments.”

3. A new subparagraph (xi) shall be added to Paragraph 2(a) of the Agreement as follows:

“(xi) Relocation. Following your Date of Termination, the Corporation shall provide you with relocation benefits available under the Corporation’s U.S. Domestic Executive Relocation Policy, but only to the extent you (i) had relocated in connection with your employment with the Corporation within two (2) years before your Date of Termination and (ii) you are moving back to a state where you had relocated from within the two (2) years before your Date of Termination. The benefits described in this subparagraph (xi) must be used, if at all, no later than the end of the second year after the year that contains your Date of Termination. To the extent any relocation expenses will be reimbursed to you, the reimbursement must be paid to you no later than the end of the third year after the year that contains your Date of Termination.”

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4. Paragraph 6(b) of the Agreement is amended to replace the reference to “first anniversary” with “second anniversary” instead.

5. Paragraph 7(c) of the Agreement is amended and restated in its entirety as follows:

“c. In consideration for your agreement to the provisions of this Paragraph 7, the Corporation shall pay you, not later than the fifth (5<sup>th</sup>) day following the Determination Date (as defined below) the amount determined to be the value of your agreement to the provisions of this Paragraph 7 during the Non-Competition Period (the “Non-Competition Payment”). The value of your Non-Competition Payment for these purposes shall be determined by an unrelated third party in the business of valuing non-competition payments (the “Valuation Firm”). All costs for obtaining and defending the valuation shall be borne by the Corporation. The date the Valuation Firm finalizes the Non-Competition Payment amount will be the Determination Date.

The payment made to you pursuant to this Paragraph 7 is intended to constitute reasonable compensation for purposes of the Code. You shall notify the Corporation in writing of any written claim, objection, litigation, assessment, etc. by any federal, state, or local taxing authority regarding the Non-Competition Payment and its treatment as reasonable compensation under the Code. The notification shall apprise the Corporation of the nature of such claim and shall include a copy of any written correspondence from the relevant taxing authority. Such notification shall be given as soon as practicable but no later than thirty (30) business days after you actually receive notice in writing of such claim. The Corporation shall be responsible for hiring qualified legal counsel and other professionals acceptable to you to defend any challenge and pursue litigation regarding the Non-Competition Payment’s status as reasonable compensation under the Code until the matter is concluded. Any expenditure by the Corporation in any year to defend against the claim shall not have any impact on the expenses the Corporation may incur in defending against the claim in any subsequent year. The Corporation shall pay any expenses related to defense of the claim no later than the year after the year the expense was incurred. The Corporation’s obligations under this Paragraph 7(c) shall exist until the date of your death. The obligation of the Corporation to defend against any claim may not

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be subject to liquidation or exchanged for any other benefit. The Corporation's obligations under this section shall be performed by the Corporation in good faith."

6. Except as otherwise provided in this Amendment, defined terms used in this Amendment shall have the same meanings as set forth in the Agreement, and all other terms and provisions of the Agreement, as amended, shall remain unchanged.

IN WITNESS WHEREOF, the Company and Employee have caused this Amendment to be signed, each on their own behalf, as of this 8th day of December, 2016.

**ALBEMARLE CORPORATION**

By: \_\_\_\_\_

\_\_\_\_\_  
[ ]  
Employee

**NOTICE OF OPTION GRANT**

under the

**ALBEMARLE CORPORATION 2008 INCENTIVE PLAN**No. of shares subject to option: « Stock Options »

This GRANT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 2008 Incentive Plan as amended and restated April 20, 2010 (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 \_\_\_\_\_, 2017 ("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.

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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 1/36<sup>th</sup> 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 date the Option becomes Vested 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 is Vested, 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.** The provisions of this paragraph 10 shall apply in the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Option under paragraph 9.

(a) To the extent the Participant receives a new Option grant from the Company or its successor as a result of the Change in Control, which qualifies as a "Replacement Award" as defined in the Plan, the Replacement Award shall continue subject to the remaining terms of this Option; *provided, however*, 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), 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 applicable law. For purposes of paragraphs 9 and 11, references to the Company or an Affiliate shall also include any successor entity.

(b) Subject to subparagraph (c) hereof, if, upon a Change in Control, no Replacement Award is granted to the Participant, the non-Vested portion of this Option shall become immediately Vested and shall be exercisable as provided in paragraph 7(b) upon the Change in Control.

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(c) Notwithstanding the provisions of subparagraph (a) or subparagraph (b) 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, this Option shall remain in effect and continue subject to the remaining terms of this Option; *provided, however*, 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), as of the time of the termination or resignation.

**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.

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(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.

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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 2008 INCENTIVE PLAN**

This AWARD, made as of the        day of       , 2017, by Albemarle Corporation, a Virginia corporation (the "Company"), to **XXXX** ("Participant"), is made pursuant to and subject to the provisions of the Company's 2008 Incentive Plan as amended and restated April 20, 2010 (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       , 2017 (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.

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**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<sup>th</sup> 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 15<sup>th</sup> 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.

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**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.** The provisions of this paragraph 18 shall apply 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.
- (a) To the extent the Participant receives a new Award from the Company or its successor as a result of the Change in Control, which qualifies as a "Replacement Award" as defined in the Plan, the Replacement Award shall 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 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 applicable law. For purposes of paragraphs 7 and 19, references to the Company or an Affiliate shall also include any successor entity.
  - (b) Subject to subparagraph (c) hereof, if, upon a Change in Control, no Replacement Award is granted to the Participant, the unvested portion of this Award shall become immediately vested and payable upon the Change in Control.

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(c) Notwithstanding the provisions of subparagraph (a) or subparagraph (b) 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, 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 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.

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(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.

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

**ALBEMARLE CORPORATION**

By: \_\_\_\_\_

**NOTICE OF TSR PERFORMANCE UNIT AWARD**

under the

**ALBEMARLE CORPORATION 2008 INCENTIVE PLAN**

This AWARD, made as of the            day of           , 2017, by Albemarle Corporation, a Virginia corporation (the “Company”), to «Name» (“Participant”), is made pursuant to and subject to the provisions of the Company’s 2008 Incentive Plan as amended and restated April 20, 2010 (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           , 2017 (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, 2017.
  - (d) **“Ending Stock Price”** means the average closing price of the Company’s Common Stock over the 20-trading-day period ending December 31, 2019.
  - (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 2017, 2018 and 2019 calendar period.
- (b)  $\text{Eamed Award} = \text{TSR \% of Target Units} \times \text{TSR Performance Units}$
- (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 <sup>th</sup> percentile or higher	200% of Target Units
50 <sup>th</sup> percentile	100% of Target Units
25 <sup>th</sup> percentile	25% of Target Units
less than 25 <sup>th</sup> 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 the above calculations, TSR % of Target Units will be rounded to the nearest whole percent.

#### 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.

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#### **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 1/36<sup>th</sup> 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 15<sup>th</sup> 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

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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 (c) hereof, upon a Change in Control during the Measurement Period, a pro-rata number of TSR Performance Units equal to 1/36<sup>th</sup> 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 50<sup>th</sup> 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 15<sup>th</sup> of the calendar year after the year in which the Change in Control occurs.

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(b) Subject to subparagraph (c) hereof, if a Change in Control occurs 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 15<sup>th</sup> of the calendar year after the year in which the Change in Control occurs.

(c) Notwithstanding the provisions of subparagraphs (a) and (b) 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, subparagraphs (a) and (b) 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 (d)) 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<sup>th</sup> 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 15<sup>th</sup> 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 50<sup>th</sup> 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 15<sup>th</sup> of the calendar year after the year in which the termination or resignation occurs.

(d) For purposes of subparagraph (c), "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.

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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.

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

**ALBEMARLE CORPORATION**

By: \_\_\_\_\_

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**EXHIBIT A**

**Peer Group for Award**

**The Peer Group for the 2017 Performance Unit based relative TSR Award will include the following Companies:**

A. Schulman, Inc. (SHLM)  
Ashland Inc. (ASH)  
Cabot Corporation (CBT)  
Celanese Corporation (CE)  
CF Industries Holdings, Inc. (CF)  
Chemours Company (CC)  
FMC Corporation (FMC)  
H.B. Fuller Company (FUL)  
International Flavors & Fragrances, Inc. (IFF)  
Koppers Holdings, Inc. (KOP)  
Minerals Technologies, Inc. (MTX)  
The Mosaic Company (MOS)  
Olin Corporation (OLN)  
PolyOne (POL)  
RPM International Inc. (RPM)  
Scotts Miracle-Gro Company (SMG)  
W.R. Grace & Co (GRA)