
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): March 5, 2020

KAISER ALUMINUM CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-09447
(Commission
File Number)

94-3030279
(I.R.S. Employer
Identification No.)

27422 Portola Parkway, Suite 200
Foothill Ranch, California
(Address of Principal Executive Offices)

92610-2831
(Zip Code)

(949) 614-1740
(Registrant's telephone number, including area code)

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:

- 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:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	KALU	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 standard 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 with Certain Officers.

2020 Base Salary

On March 5, 2020, the compensation committee (the "Compensation Committee") of the board of directors of the Company approved the annual base compensation of the Company's executive officers, effective April 1, 2020, including the annual base compensation of the executive officers of the Company identified below (the "Named Executive Officers") for 2020.

Name and Position	Base Salary
Jack A. Hockema Chief Executive Officer and Chairman of the Board	\$915,000
Keith A. Harvey President and Chief Operating Officer	\$552,000
John M. Donnan Executive Vice President - Legal, Compliance and Human Resources	\$452,000
Neal E. West Senior Vice President and Chief Financial Officer	\$450,000

Daniel J. Rinkenberger, the Company's former Executive Vice President and Chief Financial Officer, and John Barneson, the Company's former Senior Vice President - Corporate Development, are also Named Executive Officers. The Company previously reported Messrs. Rinkenberger's and Barneson's retirements on March 31, 2019, and February 28, 2019, respectively. As a result, neither received a base salaries or any incentives for 2020.

2020 Incentive Compensation

On March 5, 2020, the Compensation Committee also approved a short-term incentive plan for 2020 (the "2020 STI Plan") and a long-term incentive program for the 2020 through 2022 performance period (the "2020 - 2022 LTI Plan"). The structure, terms and objectives of the 2020 STI Plan and 2020 - 2022 LTI Plan are described in more detail below and generally consistent with the structure, terms and objectives of the 2019 short-term incentive plan and the 2019-2021 long-term incentive program, except for (i) the annual increase of the adjusted earnings before interest, taxes, depreciation, and amortization ("EBITDA") targets resulting in threshold, target and maximum payouts under the 2020 STI Plan, (ii) expanding the peer companies used to determine the Company's total shareholder return ("TSR") performance from the S&P 600 Materials Small Cap index to the S&P 1000 Materials index, (iii) the reduction of the allocation of performance shares based on the Company's total controllable cost performance from 40% to 20%, and (iv) the addition of the Company's adjusted EBITDA margin as a third performance metric to the performance shares and allocation of the remaining 20% of the performance shares to the new metric.

2020 STI Plan

The 2020 STI Plan is designed to reward participants for achieving certain adjusted EBITDA performance goals determined based on the return on the Company's adjusted net assets. Similar to the short-term incentive plan approved by the Compensation Committee in 2019, the 2020 STI Plan includes modifiers for safety, quality, delivery and cost performance, and permits, subject to the maximum payout opportunity described below, adjustments to individual awards in recognition of exceptional performance, including individual, facility, and/or functional area performance, which, with respect to the Company's executive officers would also require approval by the Company's Compensation Committee.

The 2020 STI Plan provides for (1) a threshold performance level below which no payout is made, a target performance level at which the target award is available and a performance level at or above which the maximum payout is available, and (2) minimum and maximum payout opportunities ranging from zero for less than a 7.5% return on the Company's adjusted net assets up to three times the target payout amount for a 35% or more return on the Company's adjusted net assets. Each year higher net assets and depreciation raise the adjusted EBITDA levels required to achieve threshold, target and maximum payo

uts. The table below sets forth the estimated future payouts that can be earned by each of the following Named Executive Officers (other than Messrs. Rinkenberger and Barneson) under the 2020 STI Plan below the threshold performance level and at the threshold, target and maximum performance levels.

Name	Below Threshold	Threshold	Target	Maximum
Jack A. Hockema	\$0	\$ 361,500	\$ 723,000	\$ 2,169,000
Keith A. Harvey	\$0	\$ 255,500	\$ 511,000	\$ 1,533,000
John M. Donnan	\$0	\$ 162,500	\$ 325,000	\$ 975,000
Neal E. West	\$0	\$ 160,000	\$ 320,000	\$ 960,000

The preceding description of the 2020 STI Plan is qualified in its entirety by the Kaiser Aluminum Fabricated Products 2020 Short-Term Incentive Plan for Key Managers Summary, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

2020 - 2022 LTI Plan

The 2020 - 2022 LTI Plan is designed to reward participants with (i) a fixed number of time-vested restricted stock units and (ii) a fixed number of performance shares that vest, if at all, based on the Company's achievement of the performance objectives described below. The performance objective for 60% of the performance shares is based on the Company's TSR performance relative to its peer companies in the S&P 1000 Materials index, for 20% of the performance shares is based Company's total controllable cost performance and for the remaining 20% of the performance shares is based on the Company's adjusted EBTIDA margin performance, each over the 2020 through 2022 performance period.

The restricted stock units issued to members of senior management, including the Named Executive Officers, subject to certain limited exceptions, vest on March 5, 2023, and entitle the participant to receive one share of the Company's common stock for each vesting restricted stock unit. The 2020 - 2022 LTI Plan provides for minimum and maximum vesting opportunities ranging from zero up to two times the pro rata portion of the target number of performance shares depending upon the Company's performance. Each performance share that becomes earned and vested entitles the participant to receive one share of the Company's common stock.

On March 5, 2020, the Compensation Committee approved the following grants of restricted stock units and performance shares, effective as of March 5, 2020, to the following Named Executive Officers pursuant to the terms of the 2020 - 2022 LTI Plan:

Name	Number of Restricted Stock Units (1)	Target Number of Performance Shares (2)
Jack A. Hockema	9,019	19,151
Keith A. Harvey	4,250	10,307
John M. Donnan	3,421	4,086
Neal E. West	3,311	3,954

- (1) *The restrictions on 100% of the restricted stock units granted will lapse on March 5, 2023 or earlier if the Named Executive Officer's employment terminates as a result of death or disability or in the event of a change in control of the Company. If the Named Executive Officer's employment is terminated by the Named Executive Officer on or after retirement at age 65 or older, the restricted stock units granted will remain outstanding and the restrictions on a pro-rated portion of such units, determined based on the number of days the Named Executive Officer was employed by the Company during the restriction period, will lapse on March 5, 2023.*
- (2) *The tables below set forth the number of performance shares that will become vested for each of the following Named Executive Officers under the 2020 - 2022 LTI Plan below the threshold performance levels and at the threshold, target and maximum performance levels based on the Company's performance objectives described above:*

Name	Below Threshold	Threshold	Target	Maximum
Jack A. Hockema	0	9,575	19,151	38,302
Keith A. Harvey	0	5,153	10,307	20,614
John M. Donnan	0	2,043	4,086	8,172
Neal West	0	1,977	3,954	7,908

The number of performance shares, if any, that are earned will be determined based on the Company performance and will vest on the later to occur of March 5, 2023 and the date on which the Compensation Committee approves the multipliers for the performance shares based on the Company's achievement of each of the performance objectives described above. Notwithstanding the foregoing, the respective target number of performance shares will be earned and immediately vest if prior to December 31, 2022 the Named Executive Officer's employment terminates as a result of death or disability, and if there is a change in control of the Company before December 31, 2022, the number of performance shares, if any, that are earned will be determined based on the Company's achievements during the performance period through the date of such change in control and will immediately vest on such date. However, if the Named Executive Officer's employment is terminated by the Company without cause or is voluntarily terminated by the Named Executive Officer for good reason, the number of performance shares, if any, that are earned will be determined based on the actual performance achieved during the performance period and will vest on the later to occur of March 5, 2023 and the date on which the Compensation Committee approves the multipliers for the performance shares based on the Company's achievement of each of the performance objectives. If the Named Executive Officer's employment is terminated by the Named Executive Officer on or after normal retirement at age 65 or older, the number of performance shares, if any, that are earned will be determined based on the actual performance achieved during the performance period and pro-rated for the number of days the Named Executive Officer was employed by the Company during the performance period.

The grants of restricted stock units and performance shares were made pursuant to the Company's 2016 Equity and Incentive Compensation Plan (the "Equity Plan"). A copy of the Equity Plan is filed as Exhibit 10.1 to the Current Report on Form 8-K, filed by the Company on May 26, 2016. The form of Restricted Stock Unit Award Agreement used to evidence the grants of restricted stock units made to the Company's executive officers under the 2020 - 2022 LTI Plan is attached hereto as Exhibit 10.2 and incorporated herein by reference. The form of Performance Shares Award Agreement used to evidence the grants of performance shares made to the Company's executive officers under the 2020 - 2022 LTI Plan is filed as Exhibits 10.3 hereto and incorporated herein by reference. A summary of the performance objectives for determining the number of performance shares earned under the 2020 - 2022 LTI Plan is attached hereto as Exhibit 10.4 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Kaiser Aluminum Fabricated Products 2020 Short-Term Incentive Plan For Key Managers Summary.
10.2	2020 Form of Executive Officer Restricted Stock Units Award Agreement.
10.3	2020 Form of Executive Officer Performance Shares Award Agreement.
10.4	Kaiser Aluminum Corporation 2020 - 2022 Long-Term Incentive Plan Management Objectives and Formula for Determining Performance Shares Earned Summary.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

Kaiser Aluminum
2020 Short-Term Incentive Plan for Key Managers

This is a summary of the Kaiser Aluminum short-term incentive program (“STIP”) effective January 1, 2020. The STIP performance period is the 2020 calendar year. The 2020 STIP rewards participants for performance based on return on net assets targets derived from the adjusted pre-tax operating income of our core fabricated products business calculated as a percentage of adjusted net assets and expressed in adjusted earnings before interest, taxes, depreciation and amortization as reported to investors (“Adjusted EBITDA”) with modifiers for safety, quality, delivery and manufacturing cost efficiency, with the possibility of adjustments to individual awards based on actual performance, including individual, facility, and/or functional area.

Purpose of the 2020 Kaiser Aluminum STIP

1. Focus attention on value creation within Fabricated Products, our core business segment, and Corporate.
2. Reward the achievement of aggressive performance goals.
3. Provide incentive opportunities that are consistent with competitive market.
4. Link incentive pay to performance as well as our success and ability to pay.

STIP Philosophy

Compensation should (i) reward management for value creation, the safe and efficient operation of our business and customer satisfaction, (ii) stand the test of time to provide continuity in compensation philosophy, (iii) recognize the cyclical nature of our business, and (iv) provide a retention incentive. In order to achieve success, participants must continue to seek out and find ways to create value, operate safely and efficiently and provide customer satisfaction.

Primary Performance Measures

The performance goals will be based on Adjusted EBITDA, as reflected in the Company’s Reconciliations of Non-GAAP Measures - Consolidated, as reported in the Company’s earnings materials.

- Safety performance will be measured by Total Case Incident Rate (TCIR) and Lost-time Case Incident Rate (LCIR).
- Quality performance will be measured by the no fault claim rate.
- Delivery performance will be measured by the on-time delivery rate.
- Manufacturing cost efficiency will be measured by the Company’s manufacturing cost (excluding benefit costs) compared to plan.

Target Incentive

- A monetary target incentive amount for each participant is established for the STIP based on the competitive market, internal compensation balance and position responsibilities.
- Participants' monetary incentive targets are set at the beginning of the STIP performance period.
- The participant's monetary incentive target amount represents the incentive opportunity based on the Adjusted EBITDA, safety, quality, delivery and cost performance results.

How The Award Multiplier Is Determined

- At the end of the year Adjusted EBITDA will be determined and used to calculate the Award Multiplier.
- The Award Multiplier is adjusted within a range as follows:
 - Up to $\pm 5\%$ based upon TCIR
 - Up to $\pm 5\%$ based upon LCIR
 - Up to $\pm 10\%$ based upon no fault claim rate
 - Up to $\pm 10\%$ based upon on-time delivery rate
 - Up to $\pm 20\%$ based on manufacturing cost efficiency, excluding benefits costs

- Individual participant awards are modified to reflect any adjustments permitted by the STIP and subject to a maximum final Award Multiplier of 3.0 times target.

STIP Award

Each participant's base award is determined as the monetary incentive target times the Award Multiplier modified to reflect any adjustments permitted by the STIP.

- Individual awards may be adjusted up or down 100% in recognition of exceptional performance, including individual, facility, and/or functional area performance.
- Adjustments to awards for executive officers, including our CEO and named executive officers, require approval by the Compensation Committee. All other adjustments require the approval of our CEO.

Form and Timing of Payment

- STIP awards are paid, at the Company's election, in cash, non-restricted shares of the Company's common stock or a combination of cash and non-restricted shares no later than March 15 following the end of the year.
- Except as set forth in this STIP, Awards are conditioned on employment on date of payment.

Detrimental Activity

- If a participant, either during employment by the Company or any affiliate or within one year after termination of such employment (or, if termination of such employment results from retirement at or after age 65, within the period ending one year after the date the Company paid the STIP award to the participant), shall engage in any Detrimental Activity (as defined below), and the Compensation Committee shall so find, forthwith upon notice of such finding, the participant shall forfeit to the Company any payment received under this STIP.
- To the extent that such amounts are not paid to the Company, the Company may, to the extent permitted by law, set off the amounts so payable to it against any amounts that may be owing from time to time by the Company or any affiliate to the participant, whether as wages or vacation pay or in the form of any other benefit or for any other reason; provided, however, that, except to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4), such offset shall not apply to amounts that are "deferred compensation" within the meaning of Section 409A of the Internal Revenue Code.
- "Detrimental Activity" means any conduct or act determined by the Committee to be injurious, detrimental or prejudicial to any significant interest of the Company or any affiliate, including, without limitation, any one or more of the following types of activity:
 - Conduct resulting in an accounting restatement due to material noncompliance with any financial reporting requirement under the U.S. federal securities laws.
 - Engaging in any activity, as an employee, principal, agent, or consultant for another entity that competes with the Company in any actual, researched, or prospective product, service, system, or business activity for which the Participant has had any direct responsibility during the last two years of the participant's employment with the Company or an affiliate, in any territory in which the Company or an affiliate manufactures, sells, markets, services, or installs such product, service, or system, or engages in such business activity.

- Soliciting any employee of the Company or an affiliate to terminate the employee's employment with the Company or an affiliate.
- The disclosure to anyone outside the Company or an affiliate, or the use in other than the Company's or an affiliate's business, without prior written authorization from the Company, of any confidential, proprietary or trade secret information or material relating to the business of the Company and its subsidiaries acquired by the participant during the participant's employment with the Company or its subsidiaries or while acting as a consultant for the Company or its subsidiaries.
- The failure or refusal to disclose promptly and to assign to the Company upon request all right, title and interest in any invention or idea, patentable or not, made or conceived by the participant during employment by the Company or any affiliate, relating in any manner to the actual or anticipated business, research or development work of the Company or any affiliate or the failure or refusal to do anything reasonably necessary to enable the Company or any affiliate to secure a patent where appropriate in the U.S. and in other countries.
- Activity that results in termination for Cause (as defined below).
- "Cause" means (i) the participant's engaging in fraud, embezzlement, gross misconduct or any act of gross dishonesty with respect to the Company or its affiliates, (ii) the participant's habitual drug or alcohol use which impairs the ability of the participant to perform the participant's duties with the Company or its affiliates, (iii) the participant's indictment with respect to, conviction of, or plea of guilty or no contest to, any felony, or other comparable crime under applicable local law (except, in any event, for motor vehicle violations not involving personal injuries to third parties or driving while intoxicated), or the participant's incarceration with respect to any of the foregoing that, in each case, impairs the participant's ability to continue to perform the participant's duties with the Company and its affiliates, or (iv) the participant's material breach of any written employment agreement or other agreement between the Company and the participant, or of the Company's Code of Business Conduct, or failure by the participant to substantially perform the participant's duties for the Company which remains uncorrected or reoccurs after written notice has been delivered to the participant demanding substantial performance and the participant has had a reasonable opportunity to correct such breach or failure to perform.

Other Administrative Provisions

- The STIP will be reviewed annually.
- Annual incentive awards paid from the STIP count as additional compensation for purposes of the Company's Defined Contribution and Restoration Plans but not for other Company benefits.
- All applicable federal, state, local and FICA taxes will be withheld from all incentive award payments.

- Retirement or termination: If a participant dies, or retires at or after age 65, or becomes disabled, the participant's award shall be determined based on the Company's actual performance and prorated for the actual number of days of the participant's employment during 2020.
- Leave of absence participants earn a prorated award based on the number of months of active employment.
- Beneficiary designation: In the event of death the deceased participant's designated beneficiary will receive any payments due under the STIP. If there is no designated beneficiary on file with Human Resources, any amounts due will be paid to the surviving spouse or, if no surviving spouse, to the participant's estate.
- Non transferability: No amounts earned under the STIP may be sold, transferred, pledged or assigned, other than by will or the laws of descent and distribution until the termination of the applicable performance period. All rights to benefits under the STIP are exercisable only by the participant or, in the case of death, by the participant's beneficiary.
- The STIP may be modified, amended or terminated by the Compensation Committee at any time. If the plan is terminated, modified or amended, then future payments from the STIP are governed by such modifications or amendments. If terminated, then a prorated award will be determined based on number of months up to termination, and paid before March 15 following the end of the year.
- The STIP constitutes no right to continued employment.
- The Chairman and CEO, with oversight from the Compensation Committee, has the discretionary authority to interpret the terms of the plan and those decisions shall be final, binding and conclusive on all persons affected.

Kaiser Aluminum Corporation 2016 Equity and Incentive Compensation Plan Restricted Stock Unit Award Agreement

You have been selected to receive a grant of Restricted Stock Units pursuant to the Kaiser Aluminum Corporation 2016 Equity and Incentive Compensation Plan (the “Plan”), as specified below:

Participant: [_____]

Date of Grant: [_____]

Number of Restricted Stock Units Granted: [_____]

Vesting Schedule: The Restricted Stock Units granted shall vest as follows:

Date(s) on Which Restricted Stock Units Granted Vest	Number of Restricted Stock Units Which Vest Thereon

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “Agreement”), effective as of the Date of Grant, evidences the grant of Restricted Stock Units (“RSUs”) by Kaiser Aluminum Corporation, a Delaware corporation (the “Company”), to the Participant named above (the “Participant”) pursuant to the provisions of the Plan.

This Agreement and the Plan collectively provide a complete description of the terms and conditions governing the RSUs granted hereunder. If there is any inconsistency between the terms of this Agreement, on the one hand, and the terms of the Plan, on the other hand, the Plan’s terms shall control. All capitalized terms shall have the meanings ascribed to them in the Plan unless specifically set forth otherwise herein.

1. Employment with the Company. Except as may otherwise be provided in Sections 5 or 6 of this Agreement, RSUs granted hereunder are granted on the condition that the Participant remains an Employee of the Company (as defined in Section 12 of this Agreement) from the Date of Grant through (and including) the date(s) on which the RSUs vest set forth under “Vesting Schedule” above (such applicable periods each being referred to herein as a “Restriction Period”).

This grant of RSUs shall not confer any right to the Participant (or any other Participant) to be granted RSUs or other awards in the future under the Plan.

2. Account for RSUs. The RSUs covered by this Agreement are granted to the Participant effective on the Date of Grant and are subject to, and granted upon, the terms, conditions and restrictions set forth in this Agreement and the Plan. The RSUs granted hereunder shall vest on the date(s) and in the number(s) set forth under “Vesting Schedule” above, subject to the terms and conditions of this Agreement. The RSUs granted hereunder shall be credited to a bookkeeping entry in the Participant’s name established and maintained by the Company until payment or forfeiture of such RSUs in accordance with this Agreement.

3. Issuance of the Common Shares.

- (a) Each RSU granted hereunder that vests shall entitle the Participant to receive one (1) Common Share, subject to adjustment in accordance with Section 11 of the Plan.
- (b) The Company shall issue or deliver Common Shares to the Participant (or, in the event the issuance or delivery of Common Shares occurs after the Participant’s death, to the person or persons that have been named as the Participant’s beneficiary as contemplated by Section 9 of this Agreement or to the person or persons that have acquired rights to such RSUs by will or the laws of descent and distribution) to settle vested RSUs granted hereunder: (i) except with respect to Sections 5 and 6 of

this Agreement, on or as promptly as practicable following the applicable date set forth under “Vesting Schedule” above; (ii) in the event of the Participant’s death (which event is contemplated by Section 5(a) of this Agreement) or the Participant’s Disability (as defined in, and which event is contemplated by, Section 5(b) of this Agreement), on or as promptly as practicable following the date of such event; (iii) in the event of the Participant’s “separation from service” from the Company within the meaning of Section 409A of the Code and Section 1.409A-1(h) of the Treasury Regulations (which is an event contemplated by either of Section 5(c) or 5(d) of this Agreement), on or as promptly as practicable following the applicable date set forth under “Vesting Schedule” above (provided, however, that, in the event of the Participant’s death or Disability or a Change in Control following such “separation from service,” the Common Shares shall be issued or delivered on or as promptly as practicable following the date of such death, Disability or Change in Control as provided under clause (ii) or (iv) of this Section 3(b)); or (iv) in the event of a Change in Control (which event is contemplated by Section 6 of this Agreement), on or as promptly as practicable following the date of the Change in Control (provided that, if the Change in Control does not constitute a “change of control event” (as described in Treasury Regulation Section 1.409A-3(i)(5)(i)) with respect to the Company, the Common Shares shall not be issued or delivered as a result of such event and shall instead be issued or delivered in accordance with this Section 3(b) of this Agreement upon the next event contemplated hereby).

- (c) Except to the extent determined by the Committee and permitted by the Plan and applicable law, the Company may not issue or deliver Common Shares to the Participant in respect of the RSUs granted hereunder at a time earlier than otherwise expressly provided in this Agreement.
- (d) The Company’s obligations to the Participant with respect to this Agreement and the RSUs granted and vested hereunder shall be satisfied in full upon the issuance or delivery of Common Shares in respect of such RSUs.

4. No Rights as Stockholder; Dividend Equivalents.

- (a) The Participant shall have no rights of ownership in the RSUs granted hereunder and shall have no voting or other ownership rights in respect of the Common Shares underlying the RSUs granted hereunder until the date on which such Common Shares underlying the RSUs, if any, are issued or delivered to the Participant pursuant to Section 3 of this Agreement.
- (b) If the Company declares a dividend or distribution on the Common Shares payable other than in shares of the Company’s capital stock and the record date for such dividend or distribution occurs before the date on which the Common Shares are issued or delivered in accordance with Section 3(b), the Participant shall be paid, on or as promptly as practicable after the payment date for such dividend or distribution (and, in any event, within the same calendar quarter in which such dividend or distribution is paid), the amount and type of dividend or distribution that the Participant would have received if the RSUs to which such Common Shares relate had vested and the number of Common Shares underlying such RSUs had been issued and outstanding and held of record by the Participant on such record date. If the Company declares a dividend or distribution on the Common Shares payable other than in shares of the Company’s capital stock and the record date for such dividend or distribution occurs after a vesting date or event but before Common Shares are issued or delivered to the Participant in settlement of any RSUs that vested on such vesting date or event, the Participant shall be paid, on or as promptly as practicable after the payment date for such dividend or distribution (and, in any event, within the same calendar year in which such dividend or distribution is paid), the amount and type of dividend or distribution that the Participant would have received if such Common Shares had been issued and outstanding and held of record by the Participant on such record date. For purposes of the time and form of payment requirements of Section 409A of the Code, such dividend and distribution equivalents shall be treated separately from the right to receive the RSUs.
- (c) The obligations of the Company under this Agreement are unfunded and unsecured, and the rights of the Participant hereunder will be no greater than those of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

- (d) In the event that (i) the Participant ceases to be an Employee of the Company during a Restriction Period and forfeits RSUs pursuant to Section 5 of this Agreement or (ii) the Participant forfeits RSUs pursuant to Section 7 or 8 of this Agreement, the Company shall have the right to demand that all or any portion of dividend or distribution equivalents theretofore received by the Participant in respect of such forfeited RSUs be repaid to the Company. Furthermore, the Company may, to the extent permitted by law, set off the amounts payable to it as a result of any such demand against any amounts that may be owing from time to time by the Company or any Subsidiary to the Participant, whether as wages or vacation pay or in the form of any other benefit or for any other reason; provided, however, that except to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4), such offset shall not apply to amounts that are “deferred compensation” within the meaning of Section 409A of the Code.

5. Cessation of Employment.

- (a) **By Death.** In the event the Participant ceases to be an Employee of the Company by reason of death during a Restriction Period, all RSUs granted hereunder and held by the Participant at the time of death shall no longer be subject to the Restriction Period and shall become 100% vested, and the Company shall issue or deliver the Common Shares underlying such RSUs in accordance with Section 3(b) of this Agreement.
- (b) **By Disability.** In the event the Participant becomes Disabled (as defined in this Section 5(b)) during a Restriction Period, all RSUs granted hereunder and held by the Participant at the time of the Participant’s Disability shall no longer be subject to the Restriction Period and shall become 100% vested, and the Company shall issue or deliver the Common Shares underlying such RSUs in accordance with Section 3(b) of this Agreement.

“Disabled” or “Disability” shall be defined as unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

- (c) **Involuntary Termination Other Than For Cause or Detrimental Activity; Termination For Good Reason.** In the event the Participant ceases to be an Employee of the Company during a Restriction Period because either (i) the Company or any of its Subsidiaries terminates such employment for any reason other than for Cause (as defined in Section 12 of this Agreement) or other Detrimental Activity (as defined in Section 12 of this Agreement) or (ii) the Participant terminates his or her employment for Good Reason (as defined in Section 12 of this Agreement), all RSUs granted hereunder and held by the Participant at the time of such employment termination shall, subject to the forfeiture provisions contained in Section 7 and 8 of this Agreement, remain outstanding and vest on the date(s) set forth under “Vesting Schedule” above (provided, however, that, in the event of the Participant’s death or Disability or a Change in Control following such employment termination, all RSUs granted hereunder and held by the Participant at the time of such death, Disability or Change in Control shall no longer be subject to the Restriction Period and shall become 100% vested) and the Company shall issue or deliver the Common Shares underlying such RSUs in accordance with Section 3(b) of this Agreement.
- (d) **Retirement.** In the event the Participant ceases to be an Employee of the Company as a result of retirement at or after age 65 (“Retirement”) during a Restriction Period, a pro rata portion, determined in accordance with the next following sentence, of all RSUs granted hereunder and held by the Participant at the time of such Retirement shall, subject to the forfeiture provisions contained in Sections 7 and 8 of this Agreement, remain outstanding and vest on the date(s) set forth under “Vesting Schedule” above (provided, however, that, in the event of the Participant’s death or Disability or a Change in Control following the Participant’s Retirement, such pro rata portion of RSUs granted hereunder and held by the Participant at the time of such death, Disability or Change in Control shall no longer be subject to the Restriction Period and shall become vested) and the Company shall issue or deliver the Common Shares underlying such RSUs in accordance with Section 3(b) of this Agreement. Such pro rata portion shall be determined based on a fraction, the numerator of which shall be the number of days the Participant was employed during a Restriction Period and the denominator of which shall be the total number of days in such Restriction Period. RSUs granted hereunder and held by the Participant at the time of a Retirement contemplated by this

Section 5(d) that do not remain outstanding and vest as provided above shall be forfeited by the Participant upon such Retirement.

- (e) **For Other Reasons.** In the event the Participant ceases to be an Employee of the Company for any reason other than a reason set forth in Section 5(a), 5(b), 5(c) or 5(d) of this Agreement during a Restriction Period, all unvested RSUs granted hereunder and held by the Participant at the time of employment cessation shall be forfeited by the Participant. The Company shall have the right, at the sole discretion of the Committee, to vest all or any portion of the RSUs held by the Participant that would otherwise be forfeited.

6. Change in Control. Notwithstanding anything to the contrary in this Agreement, in the event of a Change in Control during a Restriction Period and while the Participant continues to be an Employee of the Company (unless the Participant has ceased to be an Employee of the Company as a result of employment termination as contemplated by Section 5(c) of this Agreement or as a result of Retirement as contemplated by Section 5(d) of this Agreement), the Restriction Period shall immediately lapse, with all RSUs granted hereunder and held by the Participant at the time of such Change in Control no longer being subject to any Restriction Period and becoming 100% vested, and the Company shall issue and deliver the Common Shares underlying such RSUs to the Participant in accordance with Section 3(b) of this Agreement.

7. Restrictions on Transfer. Except as may otherwise be provided herein or in the Plan, neither the RSUs granted hereunder nor any right or interest under this Agreement (including, without limitation, any interest in the Common Shares underlying such RSUs) shall be transferable prior to payment in accordance with Section 3 of this Agreement other than as contemplated by Section 9 of this Agreement or by will or the laws of descent and distribution. If, during a Restriction Period, RSUs granted hereunder or any right or interest under this Agreement (including, without limitation, any interest in the Common Shares underlying RSUs) are sold, transferred, pledged, assigned or otherwise alienated or hypothecated, whether voluntarily or involuntarily, other than in accordance with this Agreement or the Plan, or if any attachment, execution, garnishment or lien shall be issued against or placed upon RSUs granted hereunder or any right or interest under this Agreement (including, without limitation, any interest in the Common Shares underlying RSUs), all RSUs shall be immediately forfeited by the Participant and all obligations of the Company under this Agreement shall terminate.

8. Detrimental Activity. If the Participant, either during employment by the Company or any Subsidiary or within one (1) year after termination or cessation of such employment (or, if cessation of such employment results from Retirement as contemplated by Section 5(d) of this Agreement, within the period ending one (1) year after the latest date set forth under "Vesting Schedule" above), shall engage in any Detrimental Activity, and the Committee shall so find, the Participant upon notice of such finding shall be obligated to:

- (a) Forfeit any RSUs granted hereunder then held by the Participant;
- (b) Return to the Company, in exchange for payment by the Company of any cash amount actually paid therefor by the Participant (unless such payment is prohibited by law), all Common Shares that the Participant has not disposed of that were acquired pursuant to this Agreement since the date that is one (1) year prior to the date of the commencement of such Detrimental Activity; and
- (c) With respect to any Common Shares so acquired that the Participant has disposed of, pay to the Company in cash the aggregate Market Value per Share of the Common Shares on the date of such acquisition.

To the extent that such amounts are not paid to the Company, the Company may, to the extent permitted by law, set off the amounts so payable to it against any amounts that may be owing from time to time by the Company or any Subsidiary to the Participant, whether as wages or vacation pay or in the form of any other benefit or for any other reason; provided, however, that except to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4), such offset shall not apply to amounts that are "deferred compensation" within the meaning of Section 409A of the Code. For purposes of this Section 8, Common Shares shall be deemed to be acquired pursuant to this Agreement at such time as they are issued or delivered to the Participant to settle vested RSUs.

9. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of the Participant's death before the Participant receives all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and shall be effective only when filed by the Participant in writing with the Vice President Human Resources of the Company during the Participant's lifetime. In the absence of any such

designation, benefits remaining unpaid at the Participant's death shall be paid in accordance with the Participant's will or the laws of descent and distribution.

10. Continuation of Employment. This Agreement shall not confer upon the Participant any right with respect to continuance of employment with the Company or any Subsidiary, nor shall this Agreement interfere in any way with any right that the Company or any Subsidiary would otherwise have to terminate the Participant's employment or other service at any time.

11. Miscellaneous.

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (b) In accordance with Section 18 of the Plan, the Board may terminate, amend or modify the Plan.
- (c) The Participant shall be obligated to pay to the Company or make arrangements satisfactory to the Committee for payment of any federal, state and local taxes (including the Participant's FICA obligation), whether domestic or foreign, required by law to be withheld on account of any event under this Agreement.

The Company shall have the power and the right to deduct or withhold from the Participant's compensation an amount sufficient to satisfy federal, state and local taxes (including the Participant's FICA obligation), whether domestic or foreign, required by law to be withheld with respect to any event under this Agreement.

Notwithstanding the above, unless otherwise determined by the Committee, the Company will withhold Common Shares otherwise to be issued or delivered to settle vested RSUs having an aggregate Market Value per Share on the date the tax is to be determined equal to the amount required to be withheld. Such withholding shall be subject to any procedural rules adopted by the Committee with respect thereto.

- (d) The Participant shall be obligated to take all steps necessary to comply with all applicable provisions with respect to transfers of the Company's securities imposed by the Company's certificate of incorporation, bylaws and insider trading policies and federal and state securities laws, each as in effect from time to time, in exercising his or her rights under this Agreement.
- (e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company.
- (f) This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware.
- (g) Notice hereunder shall be given to the Company at its principal place of business or such other address as the Company may subsequently furnish to the Participant in writing, and shall be given to the Participant at the address of such Participant that is specified in the Company's records.
- (h) If there is any inconsistency between the terms of this Agreement and the terms of a written employment agreement between the Participant and the Company or any Subsidiary (the "Employment Agreement") relating to the vesting of RSUs granted hereunder, the terms of the Employment Agreement shall control, provided that such terms of the Employment Agreement are not inconsistent with the terms of the Plan.
- (i) The Participant is deemed to be bound by the terms and conditions governing the RSUs granted hereunder as the same are set forth in this Agreement and the Plan, regardless of whether the

Participant acknowledges acceptance of such grant by electronic communication or other written communication.

- (j) To the extent applicable, this Agreement and the Plan are intended to comply with Section 409A of the Code and all provisions of this Agreement and the Plan shall be administered, construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. To the extent that the RSUs, or the issuance or delivery of the Common Shares underlying the RSUs or the payment of dividend or distribution equivalents, are subject to Section 409A of the Code, the RSUs shall be awarded, any Common Shares in respect thereof shall be issued or delivered and the payment of dividend or distribution equivalents shall be paid, in a manner that will comply with Section 409A of the Code, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding any provision of this Agreement to the contrary, in light of the uncertainty with respect to the proper application of Section 409A of the Code, the Company reserves the right to make amendments to this Agreement as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A of the Code. In any case, the Participant shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed in connection with this Agreement (including any taxes and penalties under Section 409 of the Code), and neither the Company nor any Subsidiary shall have any obligation to indemnify or otherwise hold the Participant harmless from any or all of such taxes or penalties. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. Notwithstanding any other provision to the contrary, to the extent that any payment described in this Agreement constitutes a “deferral of compensation” subject to Section 409A of the Code (after taking into account to the maximum extent possible any applicable exemptions) treated as payable upon a “separation from service” (as defined in Section 409A of the Code), then, if on the date of the Participant’s separation from service, the Participant is a “specified employee” (as defined in Section 409A of the Code and using the identification methodology selected by the Company from time to time), to the extent required for the Participant not to incur additional taxes pursuant to Section 409A of the Code, then such payment will be made to the Participant on the fifth business day of the seventh month after such separation from service. Notwithstanding any other provision to the contrary, a termination or cessation of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of “deferred compensation” upon or following a termination or cessation of employment unless such termination is also a “separation from service” from the Company, and, for purposes of any such provision of this Agreement, references to “employment termination,” “termination of employment,” “employment cessation,” “cessation of employment” or like terms shall mean “separation from service.”
- (k) Nothing in this Agreement prevents the Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purposes of clarity, the Participant is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act.
- (l) In connection with the grant of the RSUs, the Company will collect and use certain personal information about the Participant. If the Participant is a California resident, the Participant should refer to terms in a separate privacy notice for more information about the personal information the Company will collect and the purposes for which the Company will use such data in relation to the grant of the RSUs. The Participant should review such notice prior to executing this Agreement.
- (m) If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or this Agreement under any applicable law, such provision will be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Committee, it will be stricken and the remainder of this Agreement will remain in full force and effect.

12. Definitions.

- (a) “**Cause**” means (i) the Participant’s engaging in fraud, embezzlement, gross misconduct or any act of gross dishonesty with respect to the Company or its affiliates, (ii) the Participant’s habitual drug or alcohol use which impairs the ability of the Participant to perform his or her duties with the Company or its affiliates, (iii) the Participant’s indictment with respect to, conviction of, or plea of guilty or no contest to, any felony, or other comparable crime under applicable local law (except, in any event, for motor vehicle violations not involving personal injuries to third parties or driving while intoxicated), or the Participant’s incarceration with respect to any of the foregoing that, in each case, impairs the Participant’s ability to continue to perform his or her duties with the Company and its affiliates, or (iv) the Participant’s material breach of any written employment agreement or other agreement between the Company and the Participant, or of the Company’s Code of Business Conduct and Ethics, or failure by the Participant to substantially perform his or her duties for the Company which remains uncorrected or reoccurs after written notice has been delivered to the Participant demanding substantial performance and the Participant has had a reasonable opportunity to correct such breach or failure to perform.
- (b) “**Detrimental Activity**” means any conduct or act determined by the Committee to be injurious, detrimental or prejudicial to any significant interest of the Company or any Subsidiary, including, without limitation, any one or more of the following types of activity:
- (i) Conduct resulting in an accounting restatement due to material noncompliance with any financial reporting requirement under the U.S. federal securities laws.
 - (ii) Engaging in any activity, as an employee, principal, agent or consultant for another entity that competes with the Company in any actual, researched or prospective product, service, system or business activity for which the Participant has had any direct responsibility during the last two (2) years of his or her employment with the Company or a Subsidiary, in any territory in which the Company or a Subsidiary manufactures, sells, markets, services or installs such product, service or system, or engages in such business activity.
 - (iii) Soliciting any Employee of the Company to terminate his or her employment with the Company or a Subsidiary.
 - (iv) The disclosure to anyone outside the Company or a Subsidiary, or the use in other than the Company’s or a Subsidiary’s business, without prior written authorization from the Company, of any confidential, proprietary or trade secret information or material relating to the business of the Company and its Subsidiaries acquired by the Participant during his or her employment with the Company or its Subsidiaries or while acting as a consultant for the Company or its Subsidiaries.
 - (v) The failure or refusal to disclose promptly and to assign to the Company upon request all right, title and interest in any invention or idea, patentable or not, made or conceived by the Participant during employment by the Company or any Subsidiary, relating in any manner to the actual or anticipated business, research or development work of the Company or any Subsidiary or the failure or refusal to do anything reasonably necessary to enable the Company or any Subsidiary to secure a patent where appropriate in the United States and in other countries.
 - (vi) Activity that results in termination of employment for Cause.
- (c) “**Employee of the Company**” means an officer or employee of the Company or one or more of its Subsidiaries.
- (d) “**Good Reason**” means, without a Participant’s consent, the occurrence of any of the following events which is not cured by the Company within ten (10) business days following the Participant’s written notice to the Company of the event constituting Good Reason; provided, however, that (x) if such written notice is not received by the Company within the thirty (30) day period after the date on which the Participant first had knowledge of the occurrence of such event giving rise to Good

Reason, any such written notice shall not be effective and the Participant shall be deemed to have waived his/her right to terminate employment for Good Reason with respect to such event or (y) if the Participant does not terminate his or her employment within the ninety (90) day period after the date on which the Participant first had knowledge of the occurrence of such event giving rise to Good Reason, the Participant shall be deemed to have waived his or her right to terminate employment for Good Reason with respect to such event:

- (i) Demotion, reduction in title, reduction in position or responsibilities, or change in reporting responsibilities or reporting level that is materially and adversely inconsistent with the Participant's then position or the assignment of duties and/or responsibilities materially and adversely inconsistent with such position; or
- (ii) Relocation of the Participant's primary office location more than fifty (50) miles from the Participant's then current office location; or
- (iii) Reduction of greater than 10% in the Participant's then base salary or reduction of greater than 10% in the Participant's then long term or short term incentive compensation opportunity or a reduction in the Participant's eligibility for participation in the Company's benefit plans that is not commensurate with a similar reduction among similarly situated employees.

Kaiser Aluminum Corporation

2016 Equity and Incentive Compensation Plan

Performance Shares Award Agreement

You have been selected to receive a grant of Performance Shares pursuant to the Kaiser Aluminum Corporation 2016 Equity and Incentive Compensation Plan (the “Plan”), as specified below:

Participant: [_____]

Date of Grant: [_____]

Number of Performance Shares Granted: [_____]

End of Performance Period: December 31, 2022

Management Objectives: The Management Objectives which, if achieved, will result in payment hereunder are set forth on Exhibit A hereto.

Formula for Determining Performance Shares Earned: Except as otherwise provided in Section 5 or Section 6 of this Agreement, the number of Performance Shares earned hereunder, if any, will be determined based on the level of achievement of the Management Objectives in accordance with the formula set forth on Exhibit A hereto. Except as otherwise provided in Section 5 or Section 6 of this Agreement, before the Performance Shares will be earned and paid, the Committee must certify the level of achievement of the Management Objectives, which the Committee shall do as soon as practicable after the date set forth under “End of Performance Period” above and in no event later than March 15 of the calendar year following the date set forth under “End of Performance Period” above.

Performance Vesting Date: For purposes of this Agreement, “Performance Vesting Date” means the later of (1) the third anniversary of the Date of Grant and in no event later than March 15 of the calendar year following the date set forth under “End of the Performance Period” above and (2) the date on which the Committee certifies the level of achievement of the Management Objectives specified under “Management Objectives” above to determine the number of Performance Shares, if any, that become vested and earned hereunder.

THIS PERFORMANCE SHARES AWARD AGREEMENT (this “Agreement”), effective as of the Date of Grant, evidences the grant by Kaiser Aluminum Corporation, a Delaware corporation (the “Company”), to the Participant named above (the “Participant”) pursuant to the provisions of the Plan of the number of Performance Shares set forth under “Number of Performance Shares Granted” above (“Target Performance Shares”). Except as otherwise provided in Section 5 or Section 6 of this Agreement, the number of Performance Shares that may become vested and earned under this Agreement shall be from 0% to 200% of the number of Target Performance Shares, with the specific number vested and earned hereunder to be determined as set forth under “Formula for Determining Performance Shares Earned” above based on the level of achievement of the Management Objectives specified under “Management Objectives” above during the period from and including the first day of the three-year period ending on the date set forth under “End of Performance Period” above through and including the date set forth under “End of Performance Period” above.

This Agreement and the Plan collectively provide a complete description of the terms and conditions governing the Performance Shares that may be earned hereunder. If there is any inconsistency between the terms of this Agreement, on the one hand, and the terms of the Plan, on the other hand, the Plan’s terms shall control. All capitalized terms shall have the meanings ascribed to them in the Plan unless specifically set forth otherwise herein.

1. Employment with the Company. Except as may otherwise be provided in Sections 5 or 6 of this Agreement, the Target Performance Shares are granted, and the rights and interests under this Agreement are provided, to the

Participant on the condition that the Participant remains an Employee of the Company (as defined in Section 11 of this Agreement) from the Date of Grant through (and including) the Performance Vesting Date.

2. Account for Performance Shares; Restrictions on Transfer.

- (a) The Target Performance Shares are granted, and the rights and interests under this Agreement are provided, to the Participant effective on the Date of Grant and are subject to, and granted and provided upon, the terms, conditions and restrictions set forth in this Agreement and in the Plan. The Target Performance Shares shall be credited to a bookkeeping entry in the Participant's name established and maintained by the Company until payment or forfeiture of such Performance Shares in accordance with this Agreement.
- (b) Except as may otherwise be provided herein and in the Plan, neither the Target Performance Shares nor any right or interest under this Agreement (including, without limitation, any right to or interest in other Performance Shares that may be earned hereunder or any right to or interest in the Common Shares underlying the Performance Shares that may be earned hereunder) shall be transferable prior to payment in accordance with Section 3 of this Agreement other than as contemplated by Section 8 of this Agreement or by will or the laws of descent and distribution. If any Target Performance Shares or any right or interest under this Agreement (including, without limitation, any right to or interest in other Performance Shares that may be earned hereunder or any right to or interest in the Common Shares underlying Performance Shares that may be earned hereunder) are sold, transferred, pledged, assigned or otherwise alienated or hypothecated, whether voluntarily or involuntarily, other than in accordance with this Agreement or the Plan, or if any attachment, execution, garnishment or lien shall be issued against or placed upon Target Performance Shares or any right or interest under this Agreement (including, without limitation, any right to or interest in other Performance Shares that may be earned hereunder or any right to or interest in the Common Shares underlying Performance Shares that may be earned hereunder), all Target Performance Shares and all rights and interests under this Agreement shall be immediately forfeited by the Participant and all obligations of the Company under this Agreement shall terminate.

3. Payment of Performance Shares.

- (a) Each Performance Share that becomes vested and earned or deemed earned hereunder shall entitle the Participant to receive one (1) Common Share, subject to adjustment in accordance with Section 11 of the Plan.
- (b) The Company shall issue or deliver Common Shares to the Participant to settle Performance Shares vested and earned hereunder as soon as practicable following the Performance Vesting Date (and in no event later than March 15 of the calendar year following the year in which the date set forth under "End of Performance Period" above occurs) or, if the Performance Shares are vested and earned or deemed earned prior thereto upon an event contemplated by Section 5(a), Section 5(b) or Section 6 of this Agreement, the date of such event (but, in all cases, within the "short term deferral" period determined under Treasury Regulation Section 1.409A-1(b)(4) (the "Short-Term Deferral Period")), with the applicable vesting date being referred to herein as the "Vesting Date." Notwithstanding the foregoing, if the applicable Vesting Date is a date when trading in the Common Shares is subject to a "blackout period" or any other restriction on trading under the Company's trading policy, the issuance or delivery to the Participant of the Common Shares underlying Performance Shares vested and earned or deemed earned hereunder shall be deferred until the end of such "blackout period" or other restriction on trading, provided that, in all cases, the Common Shares underlying Performance Shares vested and earned or deemed earned hereunder shall be issued or delivered to the Participant within the applicable Short-Term Deferral Period. For the sake of clarity, the settlement and payment of Performance Shares vested and earned or deemed earned hereunder is intended to comply with Treasury Regulation Section 1.409A-1(b)(4), and this Agreement will be construed and administered in such a manner. As a result, notwithstanding any provision in this Agreement to the contrary, the settlement and payment of Performance Shares vested and earned or deemed earned hereunder in all events will be made no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the Common Shares subject to the Performance Shares vested and earned or deemed earned hereunder

are no longer subject to a “substantial risk of forfeiture” within the meaning of Treasury Regulation Section 1.409A-1(d).

- (c) Except to the extent determined by the Committee and permitted by the Plan, the Company may not issue or deliver Common Shares to the Participant in respect of Performance Shares vested and earned or deemed earned hereunder at a time earlier than otherwise expressly provided in this Agreement.
- (d) The Company’s obligations to the Participant with respect to this Agreement and the Performance Shares vested and earned or deemed earned hereunder shall be satisfied in full upon the issuance or delivery of Common Shares in respect of such Performance Shares and, if applicable, the payment contemplated by Section 4(b) of this Agreement.

4. No Rights as Stockholder; Related Cash Payment.

- (a) The Participant shall have no rights of ownership in, and shall have no voting or other ownership rights in respect of, the Common Shares underlying the Performance Shares that may be earned hereunder until the date on which such Common Shares, if any, are issued or delivered to the Participant pursuant to Section 3 of this Agreement.
- (b) If the Company declares any dividends or distributions on the Company’s Common Shares payable other than in shares of the Company’s capital stock and the record and payment dates for such dividends or distributions occur on or after the Date of Grant but before Common Shares are issued or delivered in accordance with Section 3 of this Agreement, then contemporaneously with the issuance or delivery of Common Shares in accordance with Section 3 of this Agreement, the Company shall make a payment to the person or persons to whom such Common Shares are so issued or delivered, with such payment equal, in amount and in kind, to the dividends and distributions that such person or persons would have received if the number of Common Shares so issued or delivered had been issued and outstanding and held of record by such person or persons from and after the Date of Grant through the date of such issuance or delivery, without interest thereon. If the Company declares any dividends or distributions on the Company’s Common Shares payable other than in shares of the Company’s capital stock and the record date for such dividends or distributions occurs before Common Shares are issued or delivered in accordance with Section 3 of this Agreement but the payment date for such dividends or distributions does not occur before Common Shares are so issued or delivered, then the Company shall make a payment to the person or persons to whom such Common Shares are so issued or delivered, with such payment equal, in amount and in kind, to such dividends or distributions as promptly as practicable after the payment date for such dividends or distributions (and, in any event, within the Short-Term Deferral Period).
- (c) The obligations of the Company under this Agreement are unfunded and unsecured, and the rights of the Participant hereunder will be no greater than those of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.
- (d) In the event Section 7 of this Agreement is applicable to any Common Shares acquired pursuant to this Agreement, the Company shall have the right to demand that all or any portion of payments theretofore received by the Participant pursuant to Section 4(b) of this Agreement in respect of such Common Shares be repaid or returned to the Company. Furthermore, the Company may, to the extent permitted by law, set off the amounts payable to it as a result of any such demand against any amounts that may be owing from time to time by the Company or any Subsidiary to the Participant, whether as wages or vacation pay or in the form of any other benefit or for any other reason; provided, however, that except to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4), such offset shall not apply to amounts that are “deferred compensation” within the meaning of Section 409A of the Code.

5. Cessation of Employment.

- (a) **By Death.** In the event the Participant ceases to be an Employee of the Company by reason of death prior to the date set forth under “End of Performance Period” above and Section 6 of this Agreement

is not then applicable, then the Target Performance Shares shall, on the date of the Participant's death, immediately become 100% vested and deemed earned and the Company shall issue or deliver the Common Shares underlying the Target Performance Shares as soon as practicable following the date of death (and, in any event, within the Short-Term Deferral Period) to the person or persons that have been named as the Participant's beneficiary or beneficiaries, as contemplated by Section 8 of this Agreement, or to such person or persons that have acquired the Participant's rights to such Performance Shares by will or the laws of descent and distribution.

In the event the Participant ceases to be an Employee of the Company by reason of death on or after the date set forth under "End of Performance Period" above but on or before the Performance Vesting Date, a number of Performance Shares that would become vested and earned on the Performance Vesting Date assuming the Participant were an Employee of the Company from the Date of Grant through (and including) the Performance Vesting Date ("Earned Performance Shares") shall become 100% vested and earned upon the Performance Vesting Date and the Company shall issue or deliver the Common Shares underlying the Earned Performance Shares as soon as practicable following the Performance Vesting Date (and in no event later than 2-½ months following the calendar year in which the date set forth under "End of Performance Period" above occurs) to the person or persons that have been named as the Participant's beneficiary or beneficiaries, as contemplated by Section 8 of this Agreement, or to such person or persons that have acquired the Participant's rights to such Performance Shares by will or the laws of descent and distribution.

Notwithstanding the foregoing, if, in connection with the events contemplated by the first sentence of this Section 5(a), the Participant's death or, in connection with the events contemplated by the second sentence of this Section 5(a), the Performance Vesting Date occurs on a date when trading in the Common Shares is subject to a "blackout period" or any other restriction on trading under the Company's trading policy, the issuance or delivery to such person or persons of the Common Shares underlying the Performance Shares vested and earned or deemed earned hereunder shall be deferred until the end of such "blackout period" or other restriction on trading, provided that, in all cases, the Common Shares underlying the Performance Shares vested and earned or deemed earned hereunder shall be issued or delivered to such person or persons (i) in connection with the events contemplated by the first sentence of this Section 5(a), within the Short-Term Deferral Period or (ii) in connection with the events contemplated by the second sentence of this Section 5(a), no later than 2-½ months following the calendar year in which the date set forth under "End of Performance Period" above occurs.

- (b) **By Disability.** In the event the Participant becomes Disabled (as defined in this Section 5(b)) prior to the date set forth under "End of Performance Period" above and Section 6 of this Agreement is not then applicable, then the Target Performance Shares shall, upon the date of the Participant's Disability, immediately become 100% vested and deemed earned, and the Company shall issue or deliver the Common Shares underlying the Target Performance Shares to the Participant in accordance with Section 3 of this Agreement. In the event the Participant becomes Disabled on or after the date set forth under "End of Performance Period" above but on or before the Performance Vesting Date, any Earned Performance Shares shall become 100% vested and earned upon the Performance Vesting Date and the Company shall issue or deliver the Common Shares underlying the Earned Performance Shares to the Participant in accordance with Section 3 of this Agreement.

"Disabled" or "Disability" shall be defined as unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

- (c) **Involuntary Termination Other Than for Cause or Detrimental Activity; Termination For Good Reason.** In the event the Participant ceases to be an Employee of the Company on or before the Performance Vesting Date because either (i) the Company or any of its Subsidiaries terminates such employment for any reason other than for Cause (as defined in Section 11 of this Agreement) or other Detrimental Activity (as defined in Section 11 of this Agreement) or (ii) the Participant terminates his or her employment for Good Reason (as defined in Section 11 of this Agreement) and, in either case, Section 6 of this Agreement is not applicable at the time of such employment termination, then the Target Performance Shares shall remain outstanding subject to the forfeiture

provisions contained in Sections 2 and 7 of this Agreement and any Earned Performance Shares shall become 100% vested and earned upon the Performance Vesting Date, and the Company shall issue or deliver the Common Shares underlying the Earned Performance Shares to the Participant in accordance with Section 3 of this Agreement.

- (d) **Retirement.** In the event the Participant ceases to be an Employee of the Company as a result of retirement at or after age 65 (“Retirement”) and on or before the Performance Vesting Date and Section 6 of this Agreement is not then applicable, then the Target Performance Shares shall remain outstanding subject to the forfeiture provisions contained in Sections 2 and 7 of this Agreement and a pro rata portion, determined in accordance with the next following sentence, of any Earned Performance Shares shall become vested and earned upon the Performance Vesting Date. Such pro rata portion shall be determined based on a fraction, the numerator of which shall be the number of days employed during the three-year period ending on the date set forth under “End of Performance Period” above and the denominator of which shall be the total number of days in such three-year period. The Company shall issue or deliver the Common Shares underlying the Earned Performance Shares so vested and earned to the Participant in accordance with Section 3 of this Agreement.
- (e) **For Other Reasons.** In the event the Participant ceases to be an Employee of the Company prior to the Performance Vesting Date for any reason other than a reason set forth in Section 5(a), 5(b), 5(c) or 5(d) of this Agreement and Section 6 of this Agreement is not then applicable, then all Target Performance Shares, all rights to and interests in other Performance Shares that may be earned hereunder and all rights to and interests in payments related to the Performance Shares that may be earned hereunder shall be forfeited by the Participant. The Company shall have the right, at the sole discretion of the Committee, to determine that any Target Performance Shares that would otherwise be forfeited, and any other Performance Shares that may be earned hereunder the rights to and interests in which would otherwise be forfeited, have been vested and earned.

6. Change in Control. Notwithstanding anything to the contrary in this Agreement, in the event of a Change in Control before the date set forth under “End of Performance Period” above and while the Participant continues to be an Employee of the Company (unless the Participant has ceased to be an Employee of the Company as a result of employment termination as contemplated by Section 5(c) of this Agreement or as a result of Retirement as contemplated by Section 5(d) of this Agreement), then a number of Performance Shares determined as set forth under “Formula for Determining Performance Shares Earned” above based on the level of achievement of the Management Objectives specified under “Management Objectives” above during the period from and including the first day of the three-year period ending on the date set forth under “End of Performance Period” above through the date of the Change in Control (or, if the financial information needed to determine the level of achievement of the Management Objectives is not available through the date of the Change in Control, the most recent date prior to the Change in Control through which such information is available) shall, upon the date of the Change in Control, immediately become 100% vested and earned (or, if the Participant has ceased to be an Employee of the Company as a result of Retirement as contemplated by Section 5(d) of this Agreement before the date of the Change in Control, a pro rata portion, determined based on a fraction, the numerator of which shall be the number of days employed during the period from and including the first day of the three-year period ending on the date set forth under “End of Performance Period” above through and including the date of the Change in Control and the denominator of which shall be the total number of days in such period, of such number of Performance Shares shall immediately become vested and earned), and the Company shall issue or deliver the Common Shares underlying the Performance Shares so vested and earned (or the consideration that would have been issued or delivered in respect thereof had the Performance Shares so vested and earned been outstanding at the time of such Change in Control) to the Participant in accordance with Section 3 of this Agreement. In the event of a Change in Control on or after the date set forth under “End of Performance Period” above but on or before the Performance Vesting Date, any Earned Performance Shares shall become 100% vested and earned (or, if the Participant has ceased to be an Employee of the Company as a result of Retirement as contemplated by Section 5(d) of this Agreement before the date of the Change in Control, a pro rata portion, determined as set forth in Section 5(d) of this Agreement, of any Earned Performance Shares shall become vested and earned) upon the Performance Vesting Date and the Company shall issue or deliver the Common Shares underlying the Earned Performance Shares so vested and earned (or the consideration that would have been issued or delivered in respect thereof had the Earned Performance Shares so vested and earned been outstanding at the time of such Change in Control) to the Participant in accordance with Section 3 of this Agreement.

7. Detrimental Activity. If the Participant, either during employment by the Company or any Subsidiary or within one (1) year after termination or cessation of such employment (or, if termination or cessation of such employment is by the Company or any of its Subsidiaries for any reason other than for Cause or other Detrimental Activity or by the Participant for Good Reason as contemplated by Section 5(c) of this Agreement or results from Retirement as contemplated by Section 5

(d) of this Agreement, within the period commencing upon termination or cessation of such employment and ending one (1) year after the date set forth under “End of Performance Period” above), shall engage in any Detrimental Activity, and the Committee shall so find, the Participant upon notice of such finding shall be obligated to:

- (a) Forfeit all Target Performance Shares, all rights to and interests in other Performance Shares that may be earned hereunder and all rights to and interests in payments related to Performance Shares that may be earned hereunder;
- (b) Return to the Company all Common Shares that the Participant has not disposed of that were acquired pursuant to this Agreement since the date that is one (1) year prior to the date of the commencement of such Detrimental Activity; and
- (c) With respect to any Common Shares so acquired that the Participant has disposed of, pay to the Company in cash the aggregate Market Value per Share of the Common Shares on the date of such acquisition.

To the extent that such amounts are not paid to the Company, the Company may, to the extent permitted by law, set off the amounts so payable to it against any amounts that may be owing from time to time by the Company or any Subsidiary to the Participant, whether as wages or vacation pay or in the form of any other benefit or for any other reason; provided, however, that, except to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4), such offset shall not apply to amounts that are “deferred compensation” within the meaning of Section 409A of the Code. For purposes of this Section 7, Common Shares shall be deemed to be acquired pursuant to this Agreement at such time as they are issued or delivered to the Participant to settle Performance Shares vested and earned or deemed earned hereunder.

8. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in the case of the Participant’s death before the Participant receives all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and shall be effective only when filed by the Participant in writing with the Vice President Human Resources of the Company during the Participant’s lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant’s death shall be paid in accordance with the Participant’s will or the laws of descent and distribution.

9. Continuation of Employment. This Agreement shall not confer upon the Participant any right with respect to continuance of employment with the Company or any Subsidiary, nor shall this Agreement interfere in any way with any right that the Company or any Subsidiary would otherwise have to terminate the Participant’s employment or other service at any time.

10. Miscellaneous.

- (a) The payments under this Agreement and the Plan are intended to comply with, or be exempt from, Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, “Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement and the Plan shall be administered, construed and interpreted in a manner consistent therewith. To the extent that the Performance Shares that may be earned hereunder, or the issuance or delivery of the Common Shares or other payments in respect of the Performance Shares that may be earned hereunder, are subject to Section 409A, such Performance Shares shall be awarded, and any Common Shares or other payments in respect of such Performance Shares shall be issued or delivered, in a manner that will comply with Section 409A, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding any provision of this Agreement to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Company reserves the right to make amendments to this Agreement as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, the Participant shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed in connection with this Agreement (including any taxes and penalties under Section 409A), and neither the Company nor any Subsidiary shall have any obligation to indemnify or otherwise hold the Participant harmless from any or all of such taxes or penalties.

- (b) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (c) In accordance with Section 18 of the Plan, the Board may terminate, amend or modify the Plan.
- (d) The Participant shall be obligated to pay to the Company or make arrangements satisfactory to the Committee for payment of any federal, state and local taxes (including the Participant's FICA obligation), whether domestic or foreign, required by law to be withheld on account of any event under this Agreement.

The Company shall have the power and the right to deduct or withhold from the Participant's compensation an amount sufficient to satisfy federal, state and local taxes (including the Participant's FICA obligation), whether domestic or foreign, required by law to be withheld with respect to any event under this Agreement.

Notwithstanding the above, unless otherwise determined by the Committee, the Company will withhold Common Shares issuable or deliverable hereunder having an aggregate Market Value per Share on the date the tax is to be determined equal to the amount required to be withheld. Such withholding shall be subject to any procedural rules adopted by the Committee with respect thereto.

- (e) The Participant shall be obligated to take all steps necessary to comply with all applicable provisions with respect to transfers of the Company's securities imposed by the Company's certificate of incorporation, bylaws and insider trading policies and federal and state securities laws, each as in effect from time to time, in exercising his or her rights under this Agreement.
- (f) All obligations of the Company under the Plan and this Agreement shall be binding on any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company.
- (g) This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware.
- (h) Notice hereunder shall be given to the Company at its principal place of business or such other address as the Company may subsequently furnish to the Participant in writing, and shall be given to the Participant at the address of such Participant that is specified in the Company's records.
- (i) If there is any inconsistency between the terms of this Agreement and the terms of a written employment agreement between the Participant and the Company or any Subsidiary relating to the earning or payment of the Performance Shares that may be earned hereunder, the terms of this Agreement shall control.
- (j) Notwithstanding any other provisions of this Agreement, the Company shall not be required to issue or deliver any Common Shares pursuant to this Agreement on a date on which such issuance or delivery would violate the Securities Act of 1933, as amended, or any other applicable federal or state securities laws.
- (k) The Participant is deemed to be bound by the terms and conditions governing the Performance Shares that may be earned hereunder as the same are set forth in this Agreement and the Plan, regardless of whether the Participant acknowledges acceptance of such grant by electronic communication or other written communication.
- (l) For the avoidance of doubt, Target Performance Shares that are not vested and earned or deemed earned hereunder, and rights to and interests in other Performance Shares that may be earned hereunder that are not vested and earned hereunder, either (i) on the Performance Vesting Date based on the level of achievement of the Management Objectives set forth above or (ii) upon an event

contemplated by Section 5 or 6 of this Agreement, shall be forfeited by the Participant on the Performance Vesting Date or the date of such event, as applicable (except as otherwise expressly provided). However, the Company shall have the right, at the sole discretion of the Committee, to determine that any Target Performance Shares that may be earned hereunder that would otherwise be forfeited, and any other Performance Shares that may be earned hereunder the rights to and interests in which would otherwise be forfeited, have been vested and earned.

- (m) Nothing in this Agreement prevents the Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purposes of clarity, the Participant is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act.
- (n) In connection with the grant of the Performance Shares, the Company will collect and use certain personal information about the Participant. If the Participant is a California resident, the Participant should refer to terms in a separate privacy notice for more information about the personal information the Company will collect and the purposes for which the Company will use such data in relation to the grant of the Performance Shares. The Participant should review such notice prior to executing this Agreement.
- (o) If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or this Agreement under any applicable law, such provision will be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Committee, it will be stricken and the remainder of this Agreement will remain in full force and effect.

11. Definitions.

- (a) “**Cause**” means (i) the Participant’s engaging in fraud, embezzlement, gross misconduct or any act of gross dishonesty with respect to the Company or its affiliates, (ii) the Participant’s habitual drug or alcohol use which impairs the ability of the Participant to perform his or her duties with the Company or its affiliates, (iii) the Participant’s indictment with respect to, conviction of, or plea of guilty or no contest to, any felony, or other comparable crime under applicable local law (except, in any event, for motor vehicle violations not involving personal injuries to third parties or driving while intoxicated), or the Participant’s incarceration with respect to any of the foregoing that, in each case, impairs the Participant’s ability to continue to perform his or her duties with the Company and its affiliates, or (iv) the Participant’s material breach of any written employment agreement or other agreement between the Company and the Participant, or of the Company’s Code of Business Conduct and Ethics, or failure by the Participant to substantially perform his or her duties for the Company which remains uncorrected or reoccurs after written notice has been delivered to the Participant demanding substantial performance and the Participant has had a reasonable opportunity to correct such breach or failure to perform.
- (b) “**Detrimental Activity**” means any conduct or act determined by the Committee to be injurious, detrimental or prejudicial to any significant interest of the Company or any Subsidiary, including, without limitation, any one or more of the following types of activity:
 - (i) Conduct resulting in an accounting restatement due to material noncompliance with any financial reporting requirement under the U.S. federal securities laws.
 - (ii) Engaging in any activity, as an employee, principal, agent or consultant for another entity that competes with the Company in any actual, researched or prospective product, service, system or business activity for which the Participant has had any direct responsibility during the last two (2) years of his or her employment with the Company or a Subsidiary, in any territory in which the Company or a Subsidiary manufactures, sells, markets, services or installs such product, service or system, or engages in such business activity.

- (iii) Soliciting any Employee of the Company to terminate his or her employment with the Company or a Subsidiary.
 - (iv) The disclosure to anyone outside the Company or a Subsidiary, or the use in other than the Company's or a Subsidiary's business, without prior written authorization from the Company, of any confidential, proprietary or trade secret information or material relating to the business of the Company and its Subsidiaries acquired by the Participant during his or her employment with the Company or its Subsidiaries or while acting as a consultant for the Company or its Subsidiaries.
 - (v) The failure or refusal to disclose promptly and to assign to the Company upon request all right, title and interest in any invention or idea, patentable or not, made or conceived by the Participant during employment by the Company or any Subsidiary, relating in any manner to the actual or anticipated business, research or development work of the Company or any Subsidiary or the failure or refusal to do anything reasonably necessary to enable the Company or any Subsidiary to secure a patent where appropriate in the United States and in other countries.
 - (vi) Activity that results in termination of employment for Cause.
- (c) **"Employee of the Company"** means an officer or employee of the Company or one or more of its Subsidiaries.
- (d) **"Good Reason"** means, without a Participant's consent, the occurrence of any of the following events which is not cured by the Company within ten (10) business days following the Participant's written notice to the Company of the event constituting Good Reason; provided, however, that (x) if such written notice is not received by the Company within the thirty (30) day period after the date on which the Participant first had knowledge of the occurrence of such event giving rise to Good Reason, any such written notice shall not be effective and the Participant shall be deemed to have waived his/her right to terminate employment for Good Reason with respect to such event or (y) if the Participant does not terminate his or her employment within the ninety (90) day period after the date on which the Participant first had knowledge of the occurrence of such event giving rise to Good Reason, the Participant shall be deemed to have waived his or her right to terminate employment for Good Reason with respect to such event:
- (i) Demotion, reduction in title, reduction in position or responsibilities, or change in reporting responsibilities or reporting level that is materially and adversely inconsistent with the Participant's then position or the assignment of duties and/or responsibilities materially and adversely inconsistent with such position; or
 - (ii) Relocation of the Participant's primary office location more than fifty (50) miles from the Participant's then current office location; or
 - (iii) Reduction of greater than 10% in the Participant's then base salary or reduction of greater than 10% in the Participant's then long term or short term incentive compensation opportunity or a reduction in the Participant's eligibility for participation in the Company's benefit plans that is not commensurate with a similar reduction among similarly situated employees.

Exhibit A

Management Objectives

Kaiser Aluminum 2020-2022 Long-Term Incentive Plan

Management Objective:

The applicable measurable performance objective:

- for 60% of the Performance Shares is the percentile ranking (“Relative TSR Ranking”) of the total shareholder return (“TSR”) of Kaiser Aluminum Corporation (the “Company”) over the period from January 1, 2020 through December 31, 2022 (the “Performance Period”) compared to the TSR of companies listed on Annex I hereto (each, a “Peer Company”), each of which is a member of the S&P 1000 Materials Index, over the Performance Period;
- for 20% of the Performance Shares is the cost performance (“Cost Performance”) of the Company, measured against the Company’s total controllable cost (“Total Controllable Cost”), over the Performance Period; and
- for 20% of the Performance shares is the Company’s earnings before interest, tax, depreciation and amortization (“EBITDA”) margin (“EBITDA Margin”), measured by the Company’s adjusted EBITDA as a percentage of value added revenue (“VAR”).

TSR Performance Objective

The Relative TSR Ranking will be based on the Company’s relative stock performance against the Peer Companies, with any dividends being treated as being reinvested on the applicable ex-dividend date.

The beginning and ending share prices are determined using the 20 trading day averages preceding the beginning and the end of the applicable performance period, respectively.

Any Peer Company that is acquired during the Performance Period shall be omitted from the peer group and will not be included in determining the Relative TSR Ranking.

Any Peer Company that files for bankruptcy, or that has its shares delisted from its primary stock exchange because it fails to meet the exchange listing requirements (other than as a result of its acquisition), during the Performance Period shall remain in the peer group and will be ranked last for purposes of determining the Relative TSR Ranking.

The Relative TSR Ranking target is the 50th percentile (the “Target TSR Ranking”). The payout for TSR performance at the target level (a multiplier of 1.00x) is 100% of the applicable Performance Shares. The threshold performance required to potentially earn Performance Shares is a Relative TSR Ranking at the 25th percentile. The payout for TSR performance at the threshold level (a multiplier of 0.50x) is 50% of the applicable Performance Shares. If the Relative TSR Ranking is below the 25th percentile, no Performance Shares will be earned. If the Relative TSR Ranking is greater than the 90th percentile, Performance Shares will be earned at the maximum level. The payout for performance at the maximum level (a multiplier of 2.00x) is 200% of the applicable Performance Shares.

The multiplier for Performance Shares based on TSR Percentile Ranking will be determined by straight line interpolation between the measuring points based on the Relative TSR Ranking as follows:

<u>TSR Percentile Ranking</u>	<u>Multiplier</u>
<25 th percentile	0.00x
25 th percentile	0.50x
50 th percentile	1.00x
75 th percentile	1.50x
≥90 th percentile	2.00x

If the TSR of the Company over the Performance Period is negative, then the multiplier shall be capped at 1.00x.

Cost Performance Objective

The Company’s Cost Performance is measured as a percentage of the average annual increase or decrease in Total Controllable Cost over the Performance Period as compared with the Total Controllable Cost for 2019. The baseline reflects 2019 costs/performance flexed for volume and mix.

Total Controllable Cost shall equal the sum of the Company’s (1) controllable variable conversion cost (“Variable Cost”) and (2) controllable plant overhead and selling, general and administrative expenses (“Overhead Cost”) as more fully described to the Company’s compensation committee (the “Committee”).

The Cost Performance target is a 0% annualized cost increase requiring the offset of underlying inflation (the “Target Cost Performance”). The payout for Cost Performance at the target level (a multiplier of 1.00x) is 100% of the applicable Performance Shares. If the Cost Performance is equal to or greater than a 2% annualized cost increase, no Performance Shares will be earned. If the Cost Performance equals or exceeds a 2% annualized cost reduction, Performance Shares will be earned at the maximum level. The payout for performance at the maximum level (a multiplier of 2.00x) is 200% of the applicable Performance Shares.

The multiplier for Performance Shares based on Cost Performance will be determined by a straight line interpolation based on Cost Performance as follows:

<u>Cost Performance</u>	<u>Multiplier</u>
≥2% annualized cost increase	0.00x
0% annualized cost increase	1.00x
≥2% annualized cost reduction	2.00x

EBITDA Margin Objective

The Company's EBITDA Margin performance is measured by the Company's adjusted EBITDA as a percentage of VAR over the Performance Period.

Adjusted EBITDA shall equal the sum of the Company's adjusted EBITDA as reflected in the Company's Reconciliations of Non-GAAP Measures - Consolidated, as reported in the Company's earnings materials, for the three years over the Performance Period.

VAR shall equal the sum of the Company's Net Sales less the hedged cost of alloyed metal for three years over the Performance Period.

The EBITDA Margin target is [a target performance level approved by the compensation committee] (the "Target EBITDA Margin Performance"). The payout for Target EBITDA Margin Performance (a multiplier of 1.00x) is 100% of the applicable Performance Shares. If the EBITDA Margin is equal to or less than [the threshold level], no Performance Shares will be earned. If the EBITDA Margin equals or exceeds [the maximum performance requirement], Performance Shares will be earned at the maximum level. The payout for performance at the maximum level (a multiplier of 2.00x) is 200% of the applicable Performance Shares.

The multiplier for Performance Shares based on EBITDA Margin Performance will be determined by a straight line interpolation based on EBITDA Margin targets approved by the compensation committee.

Determination of Number of Performance Shares Potentially Earned:

The number of Performance Shares earned, if any, will be determined as follows:

- Following December 31, 2021, the Committee will approve a multiplier ("LTI Multiplier") for each of the performance metrics described above based on the Company's performance.
- The number of Performance Shares earned, if any, will equal the sum of the product (rounded down to the nearest whole number) of (1) the target number of Performance Shares granted under each performance metric and (2) the LTI Multiplier determined based on each of the applicable Company performance metrics (rounded to the nearest whole percentage point); provided, however, such number will not exceed two times the target number of Performance Shares granted hereunder.

The Committee will approve the LTI Multiplier for each performance metric no later than March 15, 2023.

Administrative Provisions:

Additional administrative provisions are reflected in the terms of the applicable grant documents.

Annex I

Peer Company List

Ticker	Company Name	Ticker	Company Name
AKS	AK Steel Holding Corporation	LTHM	Livent Corporation
ASH	Ashland Global Holdings Inc.	LXU	LSB Industries, Inc.
ASIX	AdvanSix Inc.	MERC	Mercer International Inc.
ATI	Allegheny Technologies Incorporated	MTRN	Materion Corporation
ATR	AptarGroup, Inc.	MTX	Minerals Technologies Inc.
AVD	American Vanguard Corporation	MYE	Myers Industries, Inc.
BCC	Boise Cascade Company	NEU	NewMarket Corporation
BCPC	Balchem Corporation	NGVT	Ingevity Corporation
CBT	Cabot Corporation	NP	Neenah, Inc.
CC	The Chemours Company	OI	O-I Glass, Inc.
CENX	Century Aluminum Company	OLN	Olin Corporation
CLF	Cleveland-Cliffs Inc.	POL	PolyOne Corporation
CLW	Clearwater Paper Corporation	RGLD	Royal Gold, Inc.
CMC	Commercial Metals Company	RPM	RPM International Inc.
CMP	Compass Minerals International, Inc.	RS	Reliance Steel & Aluminum Co.
CRS	Carpenter Technology Corporation	RYAM	Rayonier Advanced Materials Inc.
EXP	Eagle Materials Inc.	SCL	Stepan Company
FF	FutureFuel Corp.	SLGN	Silgan Holdings Inc.
FOE	Ferro Corporation	SMG	The Scotts Miracle-Gro Company
FUL	H.B. Fuller Company	SON	Sonoco Products Company
GCP	GCP Applied Technologies Inc.	STLD	Steel Dynamics, Inc.
GEF	Greif, Inc.	SWM	Schweitzer-Mauduit International, Inc.
GLT	P. H. Glatfelter Company	SXC	SunCoke Energy, Inc.
HAYN	Haynes International, Inc.	SXT	Sensient Technologies Corporation
HCC	Warrior Met Coal, Inc.	TG	Tredegar Corporation
HWKN	Hawkins, Inc.	TMST	TimkenSteel Corporation
IOSP	Innospec Inc.	TSE	Trinseo S.A.
IPHS	Innophos Holdings, Inc.	UFS	Domtar Corporation
KALU	Kaiser Aluminum Corporation	USCR	U.S. Concrete, Inc.
KOP	Koppers Holdings Inc.	VVV	Valvoline Inc.
KRA	Kraton Corporation	WOR	Worthington Industries, Inc.
KWR	Quaker Chemical Corporation	X	United States Steel Corporation
LPX	Louisiana-Pacific Corporation	ZEUS	Olympic Steel, Inc.