

ETHYL CORPORATION

100 PARK AVENUE BUILDING AT 41st STREET

NEW YORK 17, N. Y.

December 18, 1959

Dr. Robert A. Kehoe
University of Cincinnati
The Kettering Laboratory
College of Medicine-Eden Avenue
Cincinnati 19, Ohio

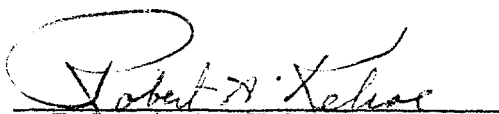
Dear Bob:

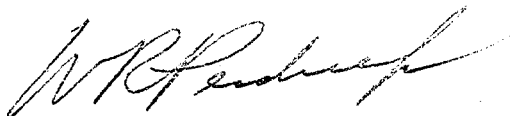
We would like to continue for another year without change the Consultant Agreement with you dated December 1, 1958.

If you are in agreement, will you kindly sign the enclosed copy of this letter at the place indicated, and this letter shall then constitute an extension of the Consultant Agreement until November 30, 1960.

Sincerely yours,

ACCEPTED:


Robert A. Kehoe, M.D.



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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of December, 1958, by and between ETHYL CORPORATION, a corporation of the State of Delaware, having its principal office at 100 Park Avenue, New York 17, New York (hereinafter called "Ethyl") and DR. ROBERT A. KEHOE, domiciled at 345 Resor Avenue, Cincinnati 20, Ohio (hereinafter called "Consultant")

WITNESSETH:

WHEREAS, Consultant is terminating his employment with Ethyl, effective November 30, 1958; and

WHEREAS, Consultant has served the Company for thirty-four years as Director of its Medical Department and had previously been Medical Consultant for General Motors Chemical Company and consequently has thorough knowledge of medicine as well as wide experience in that field and in the conduct and details of Ethyl's business, policies, plans and other information in addition to wide acquaintance and co-ordinating relationship in the general fields of industrial medicine, safety and public health, and

WHEREAS, Ethyl desires to retain Consultant as a consultant in the general fields of industrial medicine, safety and public health, and

WHEREAS, Consultant wishes to accept said retainer on the terms and conditions hereinafter set forth and to carry out the duties involved therein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. Ethyl hereby retains Consultant as a consultant in the general fields of industrial medicine, safety and public health.
2. Consultant hereby accepts said retainer and throughout the period of this Agreement will devote his best efforts in the interest of Ethyl to the performance of said services.
3. Consultant shall keep himself generally informed regarding the activities and interests of Ethyl, as the same are referred to him by Ethyl from time to time, and will conduct such studies and make such reports and otherwise perform such services, at such times and places, as Ethyl shall from time to time request. Ethyl shall be entitled to Consultant's time equal to fifty working days occurring during the term of this Agreement.
4. Ethyl will pay Consultant in full consideration of this retainer and for his services and covenants contained herein the sum of \$916.66 per month during each month of the term of this Agreement.
5. Ethyl will reimburse Consultant for his reasonable traveling and miscellaneous expenses incurred in the performance of his services hereunder, provided that such expenses shall have been incurred by Consultant at the request and direction or with the prior approval of Ethyl. Payment of such amounts will be made by Ethyl to Consultant upon receipt of itemized invoice in duplicate.

6. Consultant shall be deemed for all purposes an independent contractor and not an "employee" of Ethyl.

7. Any and all inventions, discoveries, improvements, ideas, processes, methods, formulae and modifications made or conceived by Consultant during the term of this retainer as the direct or indirect result of the services rendered hereunder shall become the absolute property of Ethyl and Consultant will promptly disclose to Ethyl and upon its request assign to it any and all inventions, discoveries, improvements, ideas, processes, methods, formulae and modifications without further compensation or remuneration. Consultant agrees to execute from time to time during or after the term hereof such documents as Ethyl may consider necessary to secure to it the benefits under this Agreement.

8. Consultant agrees that he will not during or after the term of this Agreement disclose to anyone other than the officers and duly authorized employees and representatives of Ethyl, except with the written permission of Ethyl, any unpublished knowledge or information that may be obtained by him from Ethyl or from others in the course of his duties hereunder with respect to the conduct and details of the business of Ethyl or the processes, formulae, compounds, equipment, machinery, appliances, "know-how" and arts used or useable by Ethyl in its business or in its research and development activities, or any other unpublished knowledge or information so obtained of whatever character.

9. During the term of this retainer, Consultant agrees that he will not act as consultant for any other private industrial concern on

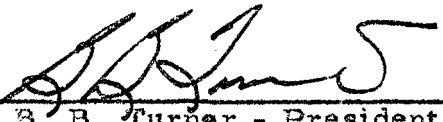
matters involving use of information obtained from Ethyl or involving any conflict with work performed for Ethyl.

10. The term of this retainer shall be for a period of one year, commencing the 1st day of December, 1958, and extending through the 30th day of November, 1959, provided, however, that either party may cancel this Agreement at the end of any month upon thirty (30) days' prior written notice to the other party. Such notice shall be sent to the party being notified at the address of such party set forth in this Agreement or at such other address as may have been furnished in writing by the party being notified and said notice shall become effective upon the mailing thereof.

11. There are no other agreements or understandings, verbal or in writing, between the parties hereto regarding the subject matter of this Agreement or any part thereof.

IN WITNESS WHEREOF, Ethyl Corporation has caused this instrument to be signed in its name by its President hereunto duly authorized and Dr. Robert A. Kehoe has hereunto set his hand as of the day and year first above written.

ETHYL CORPORATION

By 
B. B. Turner - President *Cur*


Robert A. Kehoe, M.D.