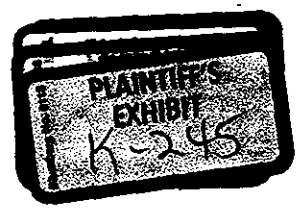
OWENS-ILLINOIS

DEPARTMENT



June 20, 1980

Dr. Willis G. Hazard
5509 Mapleway Drive
Toledo, Ohio 43614

Dear Mr. Hazard:

The following letter will confirm the terms of our agreement:

1. Owens-Illinois agrees to retain you as a consultant in the area of asbestos matters for the period from January 1, 1979 to June 30, 1981. Your work will be performed upon specific requests by Philip McNeeny.

2. Owens-Illinois agrees to pay you $40.00 per hour for each day that you provide such services plus reimbursement for any necessary authorized travel and living expenses. In no event will you work 1,000 or more hours in a year.

3. During the term of this Agreement and in any extensions thereof and for a period of one (1) year thereafter, you agree that you will not provide consulting or similar services for any party on any matters having any possible conflict with the proprietary interests of Owens-Illinois in any technical information made available to you by Owens-Illinois.

4. In carrying out this Agreement, you shall be an independent contractor and shall not, for any purpose, be considered an employee of Owens-Illinois. You shall not be entitled to, and shall not participate in, any bonus, profit sharing, active group insurance, pension, retirement or other similar plan of the Company in which you would not be entitled to participate but for your services hereunder; provided, however, that nothing herein contained shall preclude you from receiving in addition to the compensation provided herein, such other compensation or benefits as may be distributable to you or to which you would be entitled but for your services hereunder pursuant to the Salary Retirement Plan or any other benefit plan of the Company by reason of your services to the Company prior to your retirement on June 30, 1972. As an independent contractor, no deductions shall be made from the remuneration paid you hereunder and you shall assume all tax [illegible]rations in connection with same.

5. All information disclosed by Owens-Illinois to you which is not, or does not become, available to the public shall be treated by you as confidential information and shall not be disclosed to third parties. You agree not to publish, either as author or co-author, without prior written approval by Owens-Illinois any information that may be developed by you in performance of your services for Owens-Illinois.

6. You agree to disclose promptly in writing to Owens-Illinois any and all inventions, discoveries, and improvements relating to the subject matter covered by this agreement which may be made by you as a result of, or in connection with, your services for Owens-Illinois. You further agree to assign all such inventions, discoveries, and improvements to Owens-Illinois, and at Owens-Illinois' request and expense, to execute all patent applications, assignments, and other papers deemed necessary for obtaining any letters patent on said inventions, discoveries, and improvements, and for transferring all such inventions, discoveries, improvements, patent applications and patents to Owens-Illinois. If Owens-Illinois is not interested in obtaining title to any particular invention, discovery, or improvement and so advises you in writing, you may consider the same to be your personal property subject to the right of Owens-Illinois and any of its subsidiaries to use, employ, and practice it for its own uses and purposes.

7. Owens-Illinois may terminate this agreement by notice to you in writing in the event that you are in any manner incapacitated to the extent that you are unable, in our opinion, to perform the services requested by Owens-Illinois.

Please indicate your acceptance of this Agreement by signing in the space provided below and returning to us two (2) copies of this letter which we are sending you in triplicate.

Very truly yours,

James A. Sprunk

James A. Sprunk
Vice President - General Counsel
and Secretary

Accepted:

BY Willis G. Hazard

Date June 30, 1980