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

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2007

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-12019

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**QUAKER CHEMICAL CORPORATION**

(Exact name of Registrant as specified in its charter)

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**Pennsylvania**  
(State or other jurisdiction of  
incorporation or organization)

**23-0993790**  
(I.R.S. Employer  
Identification No.)

**One Quaker Park, 901 Hector Street,  
Conshohocken, Pennsylvania**  
(Address of principal executive offices)

**19428 – 0809**  
(Zip Code)

**Registrant's telephone number, including area code: 610-832-4000**

**Not Applicable**

Former name, former address and former fiscal year, if changed since last report.

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Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one).

Large accelerated filer  Accelerated filer  Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

**Number of Shares of Common Stock  
Outstanding on April 30, 2007**

**10,071,082**

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## Item 1. Financial Statements

Quaker Chemical Corporation  
Condensed Consolidated Balance Sheet

	Unaudited (Dollars in thousands, except par value and share amounts)	
	March 31, 2007	December 31, 2006*
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 10,787	\$ 16,062
Accounts receivable, net	118,834	107,340
Inventories		
Raw materials and supplies	23,800	21,589
Work-in-process and finished goods	31,620	30,395
Prepaid expenses and other current assets	12,213	10,855
Total current assets	<u>197,254</u>	<u>186,241</u>
Property, plant and equipment, at cost	162,719	158,934
Less accumulated depreciation	<u>101,255</u>	<u>98,007</u>
Net property, plant and equipment	61,464	60,927
Goodwill	40,235	38,740
Other intangible assets, net	8,046	8,330
Investments in associated companies	6,840	7,044
Deferred income taxes	33,197	28,573
Other assets	<u>27,083</u>	<u>27,527</u>
Total assets	<u>\$ 374,119</u>	<u>\$ 357,382</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities		
Short-term borrowings and current portion of long-term debt	\$ 3,702	\$ 4,950
Accounts and other payables	64,404	56,345
Accrued compensation	8,987	15,225
Other current liabilities	<u>15,480</u>	<u>13,659</u>
Total current liabilities	92,573	90,179
Long-term debt	90,535	85,237
Deferred income taxes	5,493	5,317
Other non-current liabilities	<u>71,139</u>	<u>61,783</u>
Total liabilities	<u>259,740</u>	<u>242,516</u>
Minority interest in equity of subsidiaries	<u>4,154</u>	<u>4,035</u>
Shareholders' equity		
Common stock \$1 par value; authorized 30,000,000 shares; issued 2007- 10,083,434, 2006- 9,925,976 shares	10,083	9,926
Capital in excess of par value	7,380	5,466
Retained earnings	110,365	114,498
Accumulated other comprehensive (loss)	<u>(17,603)</u>	<u>(19,059)</u>
Total shareholders' equity	<u>110,225</u>	<u>110,831</u>
Total liabilities and shareholders' equity	<u>\$ 374,119</u>	<u>\$ 357,382</u>

\* Condensed from audited financial statements.

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Quaker Chemical Corporation**  
**Condensed Consolidated Statement of Income**

	Unaudited (Dollars in thousands, except per share and share amounts)	
	Three Months Ended March 31,	
	2007	2006
Net sales	\$ 124,891	\$ 109,816
Cost of goods sold	86,345	77,331
Gross margin	38,546	32,485
Selling, general and administrative expenses	31,919	27,362
Operating income	6,627	5,123
Other income, net	327	128
Interest expense	(1,554)	(1,230)
Interest income	204	265
Income before taxes	5,604	4,286
Taxes on income	1,844	1,553
	3,760	2,733
Equity in net income of associated companies	125	113
Minority interest in net income of subsidiaries	(348)	(304)
Net income	\$ 3,537	\$ 2,542
Per share data:		
Net income – basic	\$ 0.36	\$ 0.26
Net income – diluted	\$ 0.35	\$ 0.26
Dividends declared	\$ 0.215	\$ 0.215
Based on weighted average number of shares outstanding:		
Basic	9,907,683	9,723,432
Diluted	10,024,905	9,816,149

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**Quaker Chemical Corporation**  
**Condensed Consolidated Statement of Cash Flows**

	Unaudited (Dollars in thousands) For the Three Months Ended March 31,	
	2007	2006
Cash flows from operating activities		
Net income	\$ 3,537	\$ 2,542
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	2,719	2,495
Amortization	339	351
Equity in undistributed earnings of associated companies, net of dividends	44	92
Minority interest in earnings of subsidiaries	348	304
Deferred income taxes	361	(361)
Deferred compensation and other, net	267	(184)
Stock-based compensation	262	171
(Gain) Loss on disposal of property, plant and equipment	5	—
Insurance settlement realized	(265)	(72)
Pension and other postretirement benefits	(869)	(1,865)
Increase (decrease) in cash from changes in current assets and current liabilities, net of acquisitions:		
Accounts receivable	(10,633)	(6,425)
Inventories	(3,019)	(3,696)
Prepaid expenses and other current assets	(873)	(2,330)
Accounts payable and accrued liabilities	2,749	245
Change in restructuring liabilities	—	(2,912)
Net cash used in operating activities	<u>(5,028)</u>	<u>(11,645)</u>
Cash flows from investing activities		
Investments in property, plant and equipment	(2,721)	(1,655)
Payments related to acquisitions	(1,000)	(1,000)
Interest received on insurance settlement	143	75
Change in restricted cash, net	122	(3)
Net cash used in investing activities	<u>(3,456)</u>	<u>(2,583)</u>
Cash flows from financing activities		
Net (decrease) increase in short-term borrowings	(1,262)	(2,504)
Long-term debt borrowings	5,277	12,340
Repayment of long-term debt	(225)	(233)
Dividends paid	(2,137)	(2,090)
Stock options exercised, other	1,809	101
Distributions to minority shareholders	(270)	(350)
Net cash provided by financing activities	<u>3,192</u>	<u>7,264</u>
Effect of exchange rate changes on cash	17	448
Net decrease in cash and cash equivalents	(5,275)	(6,516)
Cash and cash equivalents at beginning of period	16,062	16,121
Cash and cash equivalents at end of period	<u>\$ 10,787</u>	<u>\$ 9,605</u>

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements**  
**(Dollars in thousands, except per share amounts)**  
**(Unaudited)**

**Note 1 – Condensed Financial Information**

The condensed consolidated financial statements included herein are unaudited and have been prepared in accordance with generally accepted accounting principles in the United States for interim financial reporting and the United States Securities and Exchange Commission regulations. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the financial statements reflect all adjustments (consisting only of normal recurring adjustments) which are necessary for a fair statement of the financial position, results of operations and cash flows for the interim periods. The results for the three months ended March 31, 2007 are not necessarily indicative of the results to be expected for the full year. These financial statements should be read in conjunction with the Company's Annual Report filed on Form 10-K for the year ended December 31, 2006.

As part of the Company's chemical management services, certain third-party product sales to customers are managed by the Company. Where the Company acts as a principal, revenues are recognized on a gross reporting basis at the selling price negotiated with customers. Where the Company acts as an agent, such revenue is recorded using net reporting as service revenues, at the amount of the administrative fee earned by the Company for ordering the goods. Third-party products transferred under arrangements resulting in net reporting totaled \$13,152 and \$11,033 for the three months ended March 31, 2007 and 2006, respectively.

**Note 2 – Recently Issued Accounting Standards**

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements" (SFAS No. 157). SFAS No. 157 establishes a common definition for fair value to be applied to U.S. GAAP guidance requiring use of fair value, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007. The Company is currently assessing the impact of SFAS No. 157 on its consolidated financial position and results of operations.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities Including an Amendment of FASB Statement No. 115" (SFAS No. 159). SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. This statement also establishes presentation and disclosure requirements designed to facilitate comparisons between entities that choose different measurement attributes for similar types of assets and liabilities. SFAS No. 159 is effective for fiscal years beginning after November 15, 2007. The Company is currently assessing the impact of SFAS No. 159 on its consolidated financial position and results of operations.

**Note 3 – Uncertain Income Tax Positions**

The Company adopted FASB Interpretation 48, Accounting for Uncertainty in Income Taxes ("FIN 48"), on January 1, 2007. As a result of the implementation, the Company recognized a \$5,503 increase to reserves for uncertain tax positions. This increase was accounted for as an adjustment to the beginning balance of retained earnings on the Balance Sheet. Including the cumulative effect increase, at the beginning of 2007, the Company had approximately \$8,902 of total gross unrecognized tax benefits. Of this amount, \$5,479 (net of the Federal benefit of state taxes and other offsetting taxes) represents the amount of unrecognized tax benefits that, if recognized, would affect the effective income tax rate in any future periods. At March 31, 2007, the Company had \$9,289 of total gross unrecognized tax benefits.

The Company and its subsidiaries are subject to U.S. Federal income tax as well as income tax of multiple state and foreign jurisdictions. The Company has concluded all U.S. Federal income tax matters for years through 2002. Substantially, all material state and local tax matters have been concluded for years through 1992. With few exceptions, the Company is no longer subject to non-U.S. income tax examinations by foreign taxing authorities for years before 2000.

The Company is currently under audit by French taxing authorities for 2000 through 2004 tax years. As of December 31, 2006, the French taxing authorities have proposed certain significant adjustments to the Company's transfer pricing and intercompany charges. Management is currently evaluating those proposed adjustments to determine if it agrees, but, if accepted, the Company does not anticipate the adjustments would result in a material change to its financial position.

The Company's continuing practice is to recognize interest and/or penalties related to income tax matters in income tax expense. The Company had \$728 accrued for interest and \$592 accrued for penalties at January 1, 2007. As of March 31, 2007, the Company had \$859 accrued for interest and \$619 accrued for penalties.

**Note 4 – Stock-Based Compensation**

Effective January 1, 2006, the Company adopted Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), *Share-Based Payment*, ("SFAS 123R"). SFAS 123R requires the recognition of the fair value of stock compensation in net income. The Company elected the modified prospective method in adopting SFAS 123R. Under this method, the provisions of SFAS 123R apply to all awards granted or modified after the date of adoption. In addition, the unrecognized expense of awards not yet vested at the date of adoption is recognized in net income in the periods after the date of adoption using the same valuation method (e.g. Black-Scholes) and assumptions determined under the original provisions of SFAS 123, "*Accounting for Stock-Based Compensation*," as disclosed in the Company's previous filings.

**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements—(Continued)**  
**(Dollars in thousands, except per share amounts)**  
**(Unaudited)**

Prior to January 1, 2006, the Company accounted for employee stock option grants using the intrinsic method in accordance with Accounting Principles Board (APB) Opinion No. 25 “*Accounting for Stock Issued to Employees.*” As such, no compensation cost was recognized for employee stock options that had exercise prices equal to the fair market value of our common stock at the date of granting the option. The Company also complied with the pro forma disclosure requirements of SFAS No. 123 “*Accounting for Stock Based Compensation,*” and SFAS No. 148 “*Accounting for Stock-Based Compensation—Transition and Disclosure.*”

The Company recognized approximately \$262 of share-based compensation expense and \$92 of related tax benefits in our unaudited condensed consolidated statement of operations for the three months ended March 31, 2007. The compensation expense was comprised of \$95 related to stock options, \$126 related to nonvested stock awards, \$10 related to the Company’s Employee Stock Purchase Plan, and \$31 related to the Company’s Director Stock Ownership Plan.

Approximately \$41 of the amount of compensation cost recognized in the first quarter of 2006 for stock option awards reflects amortization relating to the remaining unvested portion of stock option awards granted prior to January 1, 2006. The estimated fair value of the options granted during prior years was calculated using a Black-Scholes model. The Black-Scholes model incorporates assumptions to value stock-based awards. The Company will continue to use the Black-Scholes option pricing model to value share-based awards. The estimated fair value of the Company’s share-based awards is amortized on a straight-line basis over the vesting period of the awards. The risk-free rate of interest for periods within the contractual life of the option is based on U.S. Government Securities Treasury Constant Maturities over the contractual term of the equity instrument. Expected volatility is based on the historical volatility of the Company’s stock. The Company uses historical data on exercise timing to determine the expected life assumption. The assumptions used for stock option grants made in the first quarter of 2005 include the following: dividend yield of 3.4%, expected volatility of 22.6%, risk-free interest rate of 3.9%, an expected life of 5 years, and a forfeiture rate of 8% over the remaining life of these options.

Based on our historical experience, we have assumed a forfeiture rate of 13% on the nonvested stock. Under the true-up provisions of SFAS 123R, we will record additional expense if the actual forfeiture rate is lower than we estimated, and we will record a recovery of prior expense if the actual forfeiture is higher than we estimated.

The adoption of SFAS 123R had an impact of \$41 due to the accrual of compensation expense on the unvested stock options for the three months ended March 31, 2006.

The Company has a long-term incentive program (“LTIP”) for key employees which provides for the granting of options to purchase stock at prices not less than market value on the date of the grant. Most options become exercisable between one and three years after the date of the grant for a period of time determined by the Company not to exceed seven years from the date of grant for options issued in 1999 or later and ten years for options issued in prior years. Beginning in 1999, the LTIP program provided for common stock awards, the value of which was generally determined based on Company performance over a two to five-year period. Common stock awards issued in 2006 and 2007 under the LTIP program are subject only to time vesting over a two to five-year period. In addition, as part of the Company’s Global Annual Incentive Plan (“GAIP”), nonvested shares may be issued to key employees.

Stock option activity under all plans is as follows:

	Number of Shares	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term (years)
Balance at December 31, 2006	1,092,420	20.69	
Options granted	166,065	23.13	
Options exercised	(122,875)	17.89	
Options forfeited	—	—	
Options expired	(1,125)	14.44	
Balance at March 31, 2007	1,134,485	21.35	3.8
Exercisable at March 31, 2007	864,710	21.02	3.0

The total intrinsic value of options exercised during 2007 was approximately \$514. Intrinsic value is calculated as the difference between the current market price of the underlying security and the strike price of a related option. As of March 31, 2007, the total intrinsic value of options outstanding was approximately \$3,152, and the total intrinsic value of exercisable options was approximately \$2,731.

**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements—(Continued)**  
(Dollars in thousands, except per share amounts)  
(Unaudited)

A summary of the Company's outstanding stock options at March 31, 2007 is as follows:

Range of Exercise Prices	Number Outstanding at 3/31/2007	Weighted Average Contractual Life	Weighted Average Exercise Price	Number Exercisable at 3/31/2007	Weighted Average Exercise Price
\$13.30 - \$15.96	1,000	2.0	\$ 14.13	1,000	\$ 14.13
15.97 - 18.62	158,500	0.9	17.56	158,500	17.56
18.63 - 21.28	451,275	3.4	20.09	370,875	20.12
21.29 - 23.94	356,385	5.6	22.48	190,320	21.91
23.95 - 26.60	167,325	3.7	25.99	144,015	26.01
	<u>1,134,485</u>	3.8	21.35	<u>864,710</u>	21.02

As of March 31, 2007, unrecognized compensation expense related to options granted during 2006 was \$342, and for options granted during 2007 was \$697.

During the first quarter of 2007, the Company granted 166,065 stock options under the Company's LTIP plan that are subject only to time vesting over a three-year period. The options were valued using the Black-Scholes model with the following assumptions: dividend yield of 4.4%, expected volatility of 27.0%, risk free interest rate of 4.7%, an expected term of 6 years, and a forfeiture rate of 3% over the remaining life of the options. Approximately \$20 of expense was recorded on these options during 2007. The fair value of these awards is amortized on a straight-line basis over the vesting period of the awards.

Under the Company's LTIP plan, 49,550 shares of nonvested stock were outstanding at December 31, 2006. In the first quarter of 2007, 38,240 shares of nonvested stock were granted at a weighted average grant date fair value of \$23.13. None of these awards were vested or were forfeited and were all outstanding as of March 31, 2007. The fair value of the nonvested stock is based on the trading price of the Company's common stock on the date of grant. The Company adjusts the grant date fair value for expected forfeitures based on historical experience for similar awards. As of March 31, 2007, unrecognized compensation expense related to these awards was \$1,203, to be recognized over a weighted average remaining period of 2.6 years.

Under the Company's GAIP plan, 42,500 shares of nonvested stock were granted during the second quarter of 2005 at a weighted average grant date fair value of \$20.12 per share. At December 31, 2006, 40,250 shares were outstanding. Through March 31, 2007, 12,750 shares vested and were issued, no shares were forfeited and 27,500 shares were outstanding. As of March 31, 2007, unrecognized compensation expense related to these awards was \$252, to be recognized over a weighted average remaining period of 1.9 years.

#### Employee Stock Purchase Plan

In 2000, the Board adopted an Employee Stock Purchase Plan ("ESPP") whereby employees may purchase Company stock through a payroll deduction plan. Purchases are made from the plan and credited to each participant's account at the end of each month, the "Investment Date." The purchase price of the stock is 85% of the fair market value on the Investment Date. The plan is compensatory and the 15% discount is expensed on the Investment Date. All employees, including officers, are eligible to participate in this plan. A participant may withdraw all uninvested payment balances credited to a participant's account at any time by giving written notice to the Committee. An employee whose stock ownership of the Company exceeds five percent of the outstanding common stock is not eligible to participate in this plan.

#### 2003 Director Stock Ownership Plan

In March 2003, our Board of Directors approved a stock ownership plan for each member of our Board to encourage the Directors to increase their investment in the Company. The Plan was effective on the date it was approved and remains in effect for a term of ten years or until it is earlier terminated by the Board. The maximum number of shares of Common Stock which may be issued under the Plan is 75,000, subject to certain conditions that the committee may elect to adjust the number of shares. As of March 31, 2007, the Committee has not made any elections to adjust the shares under this plan. Each Director is eligible to receive an annual retainer for services rendered as a member of the Board of Directors. Currently, each Director who owns less than 7,500 shares of Company Common Stock is required to receive 75% of the annual retainer in Common Stock and 25% of the annual retainer in cash. Effective as of the 2007 Annual Meeting, each Director who owns 7,500 or more shares of Company Common Stock will receive 20% of the annual retainer in Common Stock and 80% of the annual retainer in cash with the option to receive Common Stock in lieu of the cash portion of the retainer. Effective as of the 2007 Annual Meeting, the annual retainer will be \$28. The number of shares issued in payment of the fees is calculated based on an amount equal to the average of the closing prices per share of Common Stock as reported on the composite tape of the New York Stock Exchange for the two trading days immediately preceding the retainer payment date. The retainer payment date is June 1. For the three months ended March 31, 2007 and 2006, the Company recorded approximately \$31 and \$29, respectively.



**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements—(Continued)**  
(Dollars in thousands, except per share amounts)  
(Unaudited)

**Note 5 – Earnings Per Share**

The following table summarizes earnings per share (EPS) calculations:

	Three Months Ended March 31,	
	2007	2006
Numerator for basic EPS and diluted EPS—net income	\$ 3,537	\$ 2,542
Denominator for basic EPS—weighted average shares	9,907,683	9,723,432
Effect of dilutive securities, primarily employee stock options	117,222	92,717
Denominator for diluted EPS—weighted average shares and assumed conversions	10,024,905	9,816,149
Basic EPS	\$ 0.36	\$ 0.26
Diluted EPS	\$ 0.35	\$ 0.26

The following number of stock options are not included in the earnings per share since in each case the exercise price is greater than the market price: 321,790 and 666,920 for the three months ended March 31, 2007 and 2006, respectively.

**Note 6 – Business Segments**

The Company's reportable segments are as follows:

- (1) Metalworking process chemicals – industrial process fluids for various heavy industrial and manufacturing applications.
- (2) Coatings – temporary and permanent coatings for metal and concrete products and chemical milling maskants.
- (3) Other chemical products – other various chemical products.

Segment data includes direct segment costs as well as general operating costs.

The table below presents information about the reported segments:

	Three Months Ended March 31,	
	2007	2006
<b>Metalworking Process Chemicals</b>		
Net Sales	\$ 116,348	\$ 101,916
Operating Income	17,513	13,838
<b>Coatings</b>		
Net Sales	8,354	7,477
Operating Income	1,872	1,932
<b>Other Chemical Products</b>		
Net Sales	189	423
Operating Income	(60)	(43)
<b>Total</b>		
Net Sales	124,891	109,816
Operating Income	19,325	15,727
<b>Non-operating expenses</b>	(12,359)	(10,253)
Amortization	(339)	(351)
Interest expense	(1,554)	(1,230)
Interest income	204	265
Other income, net	327	128
Consolidated income before taxes	<u>\$ 5,604</u>	<u>\$ 4,286</u>

Operating income comprises revenue less related costs and expenses. Non-operating items primarily consist of general corporate expenses identified as not being a cost of operation, interest expense, interest income, and license fees from non-consolidated affiliates.

**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements—(Continued)**  
(Dollars in thousands, except per share amounts)  
(Unaudited)

**Note 7 – Comprehensive Income**

The following table summarizes comprehensive income:

	Three Months Ended March 31,	
	2007	2006
Net income	\$3,537	\$2,542
Change in fair value of derivatives	(117)	359
Unrealized gain on available-for-sale-securities	41	131
Minimum pension liability	253	—
Foreign currency translation adjustments	1,279	2,605
Comprehensive income	<u>\$4,993</u>	<u>\$5,637</u>

**Note 8 – Business Acquisitions**

In March 2005, the Company acquired the remaining 40% interest in its Brazilian joint venture for \$6,700. In addition, annual \$1,000 payments for four years will be paid subject to the former minority partners' compliance with the terms of the purchase agreement. The second \$1,000 payment was made in February 2007 and was recorded as goodwill assigned to the Metalworking Process Chemicals segment.

**Note 9 – Goodwill and Other Intangible Assets**

The changes in carrying amount of goodwill for the three months ended March 31, 2007 are as follows:

	Metalworking Process Chemicals	Coatings	Total
	Balance as of December 31, 2006	\$ 31,471	\$ 7,269
Goodwill additions	1,000	—	1,000
Currency translation adjustments	495	—	495
Balance as of March 31, 2007	<u>\$ 32,966</u>	<u>\$ 7,269</u>	<u>\$40,235</u>

Gross carrying amounts and accumulated amortization for definite-lived intangible assets as of March 31, 2007 and December 31, 2006 are as follows:

	Gross Carrying Amount		Accumulated Amortization	
	2007	2006	2007	2006
Amortized intangible assets				
Customer lists and rights to sell	\$ 7,727	\$ 7,682	\$2,871	\$2,812
Trademarks and patents	1,788	1,788	1,788	1,781
Formulations and product technology	3,278	3,278	1,733	1,645
Other	3,194	3,143	2,149	1,923
Total	<u>\$15,987</u>	<u>\$15,891</u>	<u>\$8,541</u>	<u>\$8,161</u>

The Company recorded \$339 and \$351 of amortization expense in the first three months of 2007 and 2006, respectively. Estimated annual aggregate amortization expense for the current year and subsequent five years is as follows:

For the year ended December 31, 2007	\$1,121
For the year ended December 31, 2008	\$1,034
For the year ended December 31, 2009	\$ 971
For the year ended December 31, 2010	\$ 786
For the year ended December 31, 2011	\$ 725
For the year ended December 31, 2012	\$ 673

The Company has one indefinite-lived intangible asset of \$600 for trademarks recorded in connection with the Company's 2002 acquisition of Epmar.

**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements—(Continued)**  
(Dollars in thousands, except per share amounts)  
(Unaudited)

**Note 10 – Pension and Other Postretirement Benefits**

The components of net periodic benefit cost are as follows:

	<u>Three Months Ended March 31,</u>			
	<u>Pension Benefits</u>		<u>Other Postretirement Benefits</u>	
	<u>2007</u>	<u>2006</u>	<u>2007</u>	<u>2006</u>
Service Cost	\$ 609	\$ 600	\$ 5	\$ 8
Interest cost and other	1,447	1,726	135	155
Expected return on plan assets	(1,251)	(1,652)	—	—
Other amortization, net	322	351	—	—
FAS 88 (Gain) due to curtailment	—	(942)	—	—
Net periodic benefit cost	<u>\$ 1,127</u>	<u>\$ 83</u>	<u>\$ 140</u>	<u>\$ 163</u>

**Employer Contributions:**

The Company previously disclosed in its financial statements for the year ended December 31, 2006, that it expected to make minimum cash contributions of \$6,883 to its pension plans and \$1,100 to its other postretirement benefit plan in 2007. As of March 31, 2007, \$1,865 and \$275 of contributions have been made, respectively.

In accordance with local legislation, effective January 1, 2006, one of the Company's European pension plans was partially curtailed to eliminate the supplemental early retirement payments for certain individuals. A curtailment gain of \$942 was recognized in the first quarter of 2006.

**Note 11 – Commitments and Contingencies**

The Company is involved in environmental clean-up activities and litigation in connection with an existing plant location and former waste disposal sites operated by unaffiliated third parties. In April of 1992, the Company identified certain soil and groundwater contamination at AC Products, Inc. ("ACP"), a wholly owned subsidiary. Voluntarily in coordination with the Santa Ana California Regional Water Quality Board, ACP is remediating the contamination. The Company believes that the remaining potential-known liabilities associated with these matters range from approximately \$1,600 to \$1,900, for which the Company has sufficient reserves. Notwithstanding the foregoing, the Company cannot be certain that liabilities in the form of remediation expenses and damages will not be incurred in excess of the amount reserved.

On or about December 18, 2004, the Orange County Water District ("OCWD") filed a civil complaint in Superior Court, in Orange County, California against ACP and other parties potentially responsible for groundwater contamination containing tetrachloroethylene and other compounds, including perchloroethylene ("PCE"). OCWD is seeking to recover compensatory and other damages related to the investigation and remediation of the contamination in the groundwater. ACP seeks to defend this case vigorously on a number of bases including, most significantly, that it voluntarily investigated and remediated some or all of the PCE that appears to have originated at this facility. In cases such as these, parties often are allocated a percentage of responsibility for damages awarded or agreed upon. At this point in the case, it is not possible to provide an estimate of the percentage of liability, if any, that ACP ultimately may bear. Accordingly, it is not possible at this time to estimate the amount, if any, that ACP ultimately may be required to pay in settlement or to satisfy any adverse judgment as a result of the filing of this action or to assess whether the payment of such amount would be material to the Company.

Additionally, although there can be no assurance regarding the outcome of other environmental matters, the Company believes that it has made adequate accruals for costs associated with other environmental problems of which it is aware. Approximately \$159 and \$134 was accrued at March 31, 2007 and December 31, 2006, respectively, to provide for such anticipated future environmental assessments and remediation costs.

An inactive subsidiary of the Company that was acquired in 1978 sold certain products containing asbestos, primarily on an installed basis, and is among the defendants in numerous lawsuits alleging injury due to exposure to asbestos. The subsidiary discontinued operations in 1991 and has no remaining assets other than the proceeds from insurance settlements received in late 2005 and early in the second quarter of 2007. To date, the overwhelming majority of these claims have been disposed of without payment and there have been no adverse judgments against the subsidiary. Based on a continued analysis of the existing and anticipated future claims against this subsidiary, it is currently projected that the subsidiary's total liability over the next 50 years for these claims is approximately \$12,700 (excluding costs of defense). Although the Company has also been named as a defendant in certain of these cases, no claims have been actively pursued against the Company, and the Company has not contributed to the defense or settlement of any of these cases pursued against the subsidiary. These cases were handled by the subsidiary's primary and excess insurers who had agreed in 1997 to pay all defense costs and be responsible for all damages assessed against the subsidiary arising out of existing and future asbestos claims up to the aggregate limits of the policies. A significant portion of this primary insurance coverage was provided by an insurer that is now insolvent, and the other primary insurers have asserted that the aggregate limits of their policies have been exhausted. The subsidiary has challenged the applicability of these limits to the claims being brought against the subsidiary. In response to this challenge, two of these carriers entered into separate settlement and release agreements with the

**Quaker Chemical Corporation**  
**Notes to Condensed Consolidated Financial Statements—(Continued)**  
**(Dollars in thousands, except per share amounts)**  
**(Unaudited)**

subsidiary in late 2005 and in the first quarter of 2007 for \$15,000 and \$20,000, respectively. The payments under the latest settlement and release agreement are structured to be received over a four-year period with annual installments of \$5,000, the first of which was received early in the second quarter of 2007. The subsequent installments are contingent upon whether or not Federal asbestos legislation is adopted by the due date of each annual installment. If Federal asbestos legislation is so enacted, and such legislation eliminates the carrier's obligation to make the installment payment and requires the carrier to contribute into a trust or similar vehicle as a result of the policies issued to the subsidiary, then the insurance carrier's obligation to make the subsequent installments will be cancelled. The proceeds of both settlements are restricted and can only be used to pay claims and costs of defense associated with the subsidiary's asbestos litigation. With this latest settlement, the subsidiary is now paying out of these proceeds all defense costs and settlements damages. The subsidiary is still pursuing its claim against the remaining primary insurer regarding the application of the policy limits. The Company also believes, that if the coverage issues under the primary policies with the remaining carrier are resolved adversely to the subsidiary and all settlement proceeds were used, the subsidiary may have limited additional coverage from a state guarantee fund established following the insolvency of one of the subsidiary's primary insurers. Nevertheless, liabilities in respect of claims may exceed the assets and coverage available to the subsidiary. See also Notes 16 and 17 of Notes to Consolidated Financial Statements filed with the Company's Annual Report on Form 10-K for the year ended December 31, 2006.

If the subsidiary's assets and insurance coverage were to be exhausted, claimants of the subsidiary may actively pursue claims against the Company because of the parent-subsidiary relationship. Although asbestos litigation is particularly difficult to predict, especially with respect to claims that are currently not being actively pursued against the Company, the Company does not believe that such claims would have merit or that the Company would be held to have liability for any unsatisfied obligations of the subsidiary as a result of such claims. After evaluating the nature of the claims filed against the subsidiary and the small number of such claims that have resulted in any payment, the potential availability of additional insurance coverage at the subsidiary level, the additional availability of the Company's own insurance and the Company's strong defenses to claims that it should be held responsible for the subsidiary's obligations because of the parent-subsidiary relationship, the Company believes it is not probable that the Company will incur any material losses. All of the asbestos cases pursued against the Company challenging the parent-subsidiary relationship are in the early stages of litigation. The Company has been successful in the past having claims naming it dismissed during initial proceedings. Since the Company may be in this early stage of litigation for some time, it is not possible to estimate additional losses or range of loss, if any.

The Company is party to other litigation which management currently believes will not have a material adverse effect on the Company's results of operations, cash flows or financial condition.

**Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

**Executive Summary.**

Quaker Chemical Corporation is a worldwide developer, producer, and marketer of chemical specialty products and a provider of chemical management services ("CMS") for various heavy industrial and manufacturing applications around the globe, with significant sales to the steel and automotive industries. The improved first quarter 2007 results largely reflect the continued execution of the Company's strategy for growth and tactical actions taken over the past two years in response to its challenging business environment.

The revenue growth in the first quarter of 2007 was primarily due to increased selling prices, as well as higher volume in China. CMS revenues were higher due to the renewal and renegotiation of several of the Company's contracts. Higher selling prices, combined with improved CMS profitability, offset higher raw material and third-party finished product costs, resulting in significantly higher gross margin dollars with only a small improvement in gross margin as a percentage of sales compared to the first quarter of 2006. Raw material costs continue to remain higher as compared to the prior year. Factors impacting significantly higher selling, general and administrative costs in the first quarter of 2007 include continued expansion into Asia/Pacific, higher commissions and incentive compensation on improved results, and unfavorable foreign exchange rate translation. Also negatively affecting the comparison with the prior year is a pension gain of \$0.9 million recorded in the first quarter of 2006 due to a legislative change.

The net result is a considerable improvement in earnings per diluted share of \$0.35 for the first quarter of 2007, compared to \$0.26 in the first quarter of 2006. However, any further improvement in gross margin as a percentage of sales will depend in part upon a sustained period of stable or declining raw material costs. The Company remains focused on pursuing revenue opportunities, managing its raw material and other costs, and pursuing pricing initiatives.

Notwithstanding the improved performance, continued strength of the business environment is subject to limited visibility. While demand in China is expected to continue to remain strong, volume in other markets was limited by customer end-market issues, including reduced vehicle sales experienced by some automotive customers, with indications that these conditions would continue for the foreseeable future. The Company expects to experience higher raw material costs, due to higher raw material prices.

**CMS Discussion**

During 2003, the Company expanded its approach to its chemical management services (CMS) channel consistent with the Company's strategic imperative to sell customer solutions—value—not just fluids. Prior to this change, the Company effectively acted as an agent whereby it purchased chemicals from other companies and resold the product to the customer at little or no margin and earned a set management fee for providing this service. Therefore, the profit earned on the management fee was relatively secure as the entire cost of the products was passed on to the customer. The approach taken in 2003 was dramatically different. The Company began entering into new contracts under which it receives a set management fee and the costs that relate to those management fees were and are largely dependent on how well the Company controls product costs and achieves product conversions from other third-party suppliers to its own products. This approach came with new risks and opportunities, as the profit earned from the management fee is subject to movements in product costs as well as the Company's own performance. The Company believes this expanded approach is a way for Quaker to become an integral part of our customers' operational efforts to improve manufacturing costs and to demonstrate value that the Company would not be able to demonstrate as purely a product provider.

Under this alternative pricing structure, the Company was awarded a series of multi-year CMS contracts, primarily at General Motors Powertrain, DaimlerChrysler and Ford manufacturing sites over the last several years. This business was an important step in building the Company's share and leadership position in the automotive process fluids market and has positioned the Company well for penetration of CMS opportunities in other metalworking manufacturing sites. This alternative approach had a dramatic impact on the Company's revenue and margins. Under the traditional CMS approach, where the Company effectively acts as an agent, revenues and costs from these sales are reported on a net sales or "pass-through" basis. As discussed above, the alternative structure is different in that the Company's revenue received from the customer is a fee for products and services provided to the customer, which are indirectly related to the actual costs incurred. As a result, the Company recognizes in the alternative structure in reported revenues the gross revenue received from the CMS site customer, and in cost of goods sold the third-party product purchases, which substantially offset each other until the Company achieves significant product conversions. As some contracts have been renewed or renegotiated, some of the contracts reverted to a "pass-through" basis, while others are renegotiated on a gross basis. Currently, the Company has a mix of contracts with both the traditional product pass-through structure and fixed priced contracts covering all services and products. The Company's offerings will continue to include both approaches to CMS depending on customer requirements and business circumstances.

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### **Liquidity and Capital Resources**

Quaker's cash and cash equivalents decreased to \$10.8 million at March 31, 2007 from \$16.1 million at December 31, 2006. The decrease resulted primarily from \$5.0 million of cash used in operating activities, \$3.5 million of cash used in investing activities, offset in part by \$3.2 million of cash provided by financing activities.

Net cash flows used in operating activities were \$5.0 million for the first three months of 2007, compared to \$11.7 million for the first three months of 2006. The Company's higher net income and completion of all restructuring activities in 2006 were the primary drivers of the decreased use of cash. In 2007, higher sales levels and raw material costs, as well as increased business from our CMS channel, continued to require investments in working capital in 2007 and 2006. The principal factors contributing to the first quarter \$5.0 million cash used in operating activities include stronger sales later in the quarter, the start up of our new manufacturing facility in China and the payment of the prior year's incentive compensation.

Net cash flows used in investing activities were \$3.5 million in the first three months of 2007, compared to \$2.6 million in the same period of 2006. The increased use of cash was primarily due to higher capital expenditures related to the Company's continued expansion into China. In the first quarter of 2007, the Company made the second of four annual payments of \$1.0 million related to the 2005 acquisition of the remaining 40% interest in its Brazilian joint venture.

Net cash flows provided by financing activities were \$3.2 million for the first three months of 2007, compared to \$7.3 million of cash provided by financing activities in the first three months of 2006. The decrease was caused primarily by greater borrowings in the prior year used to fund the Company's working capital needs as well as the restructuring actions taken in the fourth quarter of 2005. In the first quarter of 2007, the Company experienced a high level of stock option exercises compared to the prior year, which contributed to the change in net cash flows provided by financing activities.

In the first quarter of 2007, an inactive subsidiary of the Company reached a settlement agreement and release with one of its insurance carriers for \$20.0 million. The proceeds of the settlement are restricted and can only be used to pay claims and costs of defense associated with this subsidiary's asbestos litigation. The payments are structured to be received over a four-year period with annual installments of \$5.0 million, the first of which was received early in the second quarter of 2007. The subsequent installments are contingent upon whether or not Federal asbestos legislation is adopted by the due date of each annual installment. If Federal asbestos legislation is so enacted, and such legislation eliminates the carrier's obligation to make the installment payment and requires the carrier to contribute into a trust or similar vehicle as a result of the policies issued to the subsidiary, then the insurance carrier's obligation to make the subsequent installments will be cancelled. See also Note 11 of Notes to Condensed Consolidated Financial Statements.

The Company had a net-debt-to-total capital ratio of 43% at March 31, 2007, compared to 40% at December 31, 2006. At March 31, 2007, the Company had approximately \$83.5 million outstanding on its credit lines, compared to \$79.2 million at December 31, 2006. In connection with the adoption of FIN 48, the Company recorded a non-cash charge to shareholders' equity of \$5.5 million, which negatively impacted the Company's net debt-to-total capital ratio by approximately 1 percentage point. At March 31, 2007 the Company's gross FIN 48 liability, including accrued interest and penalties was \$10.8 million. The Company cannot determine a reliable estimate of the timing of the cash flows by period related to its FIN 48 liability. However, should the FIN 48 liability be paid, the amount of the payment may be reduced by offsetting benefits in other tax jurisdictions by \$3.6 million. The Company believes it is capable of supporting its operating requirements, including pension plan contributions, payment of dividends to shareholders, possible acquisitions and business opportunities, capital expenditures and possible resolution of contingencies, through internally generated funds supplemented with debt as needed.

### **Operations**

#### **Comparison of First Quarter 2007 with First Quarter of 2006**

Net sales for the first quarter were \$124.9 million compared to \$109.8 million for the first quarter of 2006. The increase in net sales was primarily attributable to a combination of higher sales prices and volume growth. Volume growth was mainly attributable to double digit sales growth in China and higher revenue related to the Company's CMS channel. Foreign exchange rate translation also increased revenues by approximately 4% for the first quarter of 2007, compared to the same period in 2006. Selling price increases were realized across all regions and market segments, in part as an ongoing effort to offset higher raw material costs. CMS revenues were higher due to additional CMS accounts and the renewal and restructuring of several of the Company's CMS contracts.

Gross margin as a percentage of sales was 30.9% for the first quarter of 2007, compared to 29.6% for the first quarter of 2006. Higher selling prices and additional contribution from the Company's CMS channel helped improve margins. On a sequential basis, however, the first quarter gross margin percentage was below the fourth quarter 2006 gross margin percentage of 32.3%, as higher CMS service revenues, which include revenues from third-party product sales to CMS accounts, have lower margin percentages than traditional product sales. This change in sales mix decreased gross margin as a percentage of sales by approximately 1.5 percentage points compared to the fourth quarter of 2006.

Selling, general and administrative expenses for the quarter increased \$4.6 million as compared to the first quarter of 2006. Foreign exchange rate translation accounted for approximately \$1.0 million of the increase. Also negatively affecting the comparison with the prior year is a pension gain of \$0.9 million recorded in the first quarter of 2006 due to a legislative change. The remainder of the increase was due to continued planned spending in higher growth areas, primarily China, higher commissions as a result of higher sales, and increased incentive compensation as a result of higher earnings.

The increase in other income was the result of higher foreign exchange rate losses recorded in the prior year. The increase in net interest expense is attributable to higher average borrowings and higher interest rates.

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The effective tax rate was 32.9% for the first quarter of 2007, compared to 36.2% for the first quarter of 2006. Many external and internal factors can impact this rate and the Company will continue to refine this rate, if necessary, as the year progresses. The decrease in the effective tax rate was primarily attributable to a shifting of income to lower rate tax jurisdictions, which was offset in part by the Company's first quarter 2007 adoption of FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"). At the end of 2006, the Company had net U.S. deferred tax assets totaling \$15.5 million, excluding deferred tax assets relating to additional minimum pension liabilities. The Company records valuation allowances when necessary to reduce its deferred tax assets to the amount that is more likely than not to be realized. The Company considers future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance. However, in the event the Company were to determine that it would not be able to realize all or part of its net deferred tax assets in the future, an adjustment to the deferred tax assets would be a non-cash charge to income in the period such determination was made, which could have a material adverse impact on the Company's financial statements. The continued price pressure in the Company's crude-oil based raw materials has been negatively impacting profitability in certain taxing jurisdictions. The Company continues to closely monitor this situation as it relates to its net deferred tax assets and the assessment of valuation allowances. The Company is continuing to evaluate alternatives that could positively impact taxable income in these jurisdictions.

Net income for the first quarter of 2007 was \$3.5 million as compared to \$2.5 million for the first quarter of 2006, primarily as a result of increased sales and gross margin offset in part by higher selling, general and administrative expenses.

## Segment Reviews—Comparison of the First Quarter 2007 with First Quarter of 2006

### Metalworking Process Chemicals

Metalworking Process Chemicals consists of industrial process fluids for various heavy industrial and manufacturing applications and represented approximately 93% of the Company's net sales for the first quarter of 2007. Net sales were up \$14.4 million, or 14%, compared with the first quarter of 2006. Foreign currency translation positively impacted net sales by approximately 4%, driven by the euro to U.S. dollar and Brazilian real to U.S. dollar exchange rates. The euro to U.S. dollar exchange rate was 1.31 in the first quarter of 2007 compared to 1.20 in the first quarter of 2006, and the Brazilian real exchange rate was 0.47 in the first quarter of 2007 versus 0.46 in the first quarter of 2006. Net sales were positively impacted by 40% growth in Asia/Pacific, 7% growth in North America, and 5% growth in both Europe and South America, all on a constant currency basis. The growth in sales was attributable to higher sales prices, volume growth and higher CMS sales due to the renegotiation of certain contracts. The majority of the volume growth came from increased demand in China, while price increases implemented across all regions helped to offset higher raw material costs. The \$3.7 million increase in this segment's operating income compared to the first quarter of 2006 is largely reflective of the Company's pricing actions and improved performance from the Company's U.S. CMS channel.

### Coatings

The Company's Coatings segment, which represented approximately 7% of the Company's net sales for the first quarter of 2007, contains products that provide temporary and permanent coatings for metal and concrete products and chemical milling maskants. Net sales for this segment were up \$0.9 million, or 12%, for the first quarter of 2007 compared with the prior year period primarily due to higher temporary and permanent coatings product sales. This segment's operating income was down \$0.1 million due to higher contract manufacturing and selling costs.

### Other Chemical Products

Other Chemical Products, which represented less than 1% of net sales for the first quarter of 2007, consists of sulfur removal products for industrial gas streams sold by the Company's Q2 Technologies joint venture. Net sales for this segment for the first quarter of 2007 decreased \$0.2 million due to a variety of market conditions including reduced demand in the hydrocarbon and wastewater markets. This segment's operating income was a slight loss for both the first quarter of 2007 and 2006.

## Factors That May Affect Our Future Results

(Cautionary Statements Under the Private Securities Litigation Reform Act of 1995)

Certain information included in this Report and other materials filed or to be filed by Quaker with the SEC (as well as information included in oral statements or other written statements made or to be made by us) contain or may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements can be identified by the fact that they do not relate strictly to historical or current facts. We have based these forward-looking statements on our current expectations about future events. These forward-looking statements include statements with respect to our beliefs, plans, objectives, goals, expectations, anticipations, intentions, financial condition, results of operations, future performance and business, including:

- statements relating to our business strategy;
- our current and future results and plans; and
- statements that include the words "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "plan" or similar expressions.

Such statements include information relating to current and future business activities, operational matters, capital spending, and financing sources. From time to time, forward-looking statements are also included in Quaker's periodic reports on Forms 10-K and 8-K, press releases and other materials released to the public.



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Any or all of the forward-looking statements in this Report and in any other public statements we make may turn out to be wrong. This can occur as a result of inaccurate assumptions or as a consequence of known or unknown risks and uncertainties. Many factors discussed in this Report will be important in determining our future performance. Consequently, actual results may differ materially from those that might be anticipated from our forward-looking statements.

We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. However, any further disclosures made on related subjects in Quaker's subsequent reports on Forms 10-K, 10-Q and 8-K should be consulted. These forward-looking statements are subject to risks, uncertainties and assumptions about us and our operations that are subject to change based on various important factors, some of which are beyond our control. A major risk is that the Company's demand is largely derived from the demand for its customers' products, which subjects the Company to uncertainties related to downturns in a customer's business and unanticipated customer production planning shutdowns. Other major risks and uncertainties include, but are not limited to, significant increases in raw material costs, worldwide economic and political conditions, foreign currency fluctuations, and terrorist attacks such as those that occurred on September 11, 2001. Furthermore, the Company is subject to the same business cycles as those experienced by steel, automobile, aircraft, appliance, and durable goods manufacturers. These risks, uncertainties, and possible inaccurate assumptions relevant to our business could cause our actual results to differ materially from expected and historical results. Other factors beyond those discussed could also adversely affect us. Therefore, we caution you not to place undue reliance on our forward-looking statements. This discussion is provided as permitted by the Private Securities Litigation Reform Act of 1995.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

Quaker is exposed to the impact of changes of interest rates, foreign currency fluctuations, changes in commodity prices, and credit risk.

*Interest Rate Risk.* Quaker's exposure to market rate risk for changes in interest rates relates primarily to its short and long-term debt. Most of Quaker's debt is negotiated at market rates which can be either fixed or variable. Accordingly, if interest rates rise significantly, the cost of debt to Quaker will increase. This can have an adverse effect on Quaker, depending on the extent of Quaker's borrowings. As of March 31, 2007, Quaker had \$83.5 million in borrowings under its credit facilities compared to \$79.2 million at December 31, 2006. The Company uses derivative financial instruments primarily for purposes of hedging exposures to fluctuations in interest rates. The Company does not enter into derivative contracts for trading or speculative purposes. The Company has entered into five interest rate swaps in order to fix a portion of its variable rate debt. The swaps had a combined notional value of \$25.0 million and a fair value of \$(0.03) million and \$0.1 million at March 31, 2007 and December 31, 2006, respectively. The counterparties to the swaps are major financial institutions.

*Foreign Exchange Risk.* A significant portion of Quaker's revenues and earnings is generated by its foreign operations. These foreign operations also hold a significant portion of Quaker's assets and liabilities. All such operations use the local currency as their functional currency. Accordingly, Quaker's financial results are affected by risks typical of global business such as currency fluctuations, particularly between the U.S. dollar, the Brazilian real, the Chinese renminbi and the E.U. euro. As exchange rates vary, Quaker's results can be materially affected.

The Company generally does not use financial instruments that expose it to significant risk involving foreign currency transactions; however, the size of non-U.S. activities has a significant impact on reported operating results and the attendant net assets. During the past three most recent fiscal years, sales by non-U.S. subsidiaries accounted for approximately 53% to 55% of the consolidated net annual sales.

In addition, the Company often sources inventory among its worldwide operations. This practice can give rise to foreign exchange risk resulting from the varying cost of inventory to the receiving location as well as from the revaluation of intercompany balances. The Company mitigates this risk through local sourcing efforts.

*Commodity Price Risk.* Many of the raw materials used by Quaker are commodity chemicals, and, therefore, Quaker's earnings can be materially adversely affected by market changes in raw material prices. In certain cases, Quaker has entered into fixed-price purchase contracts having a term of up to one year. These contracts provide for protection to Quaker if the price for the contracted raw materials rises, however, in certain limited circumstances, Quaker will not realize the benefit if such prices decline.



*Credit Risk.* Quaker establishes allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. If the financial condition of Quaker's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. Downturns in the overall economic climate may also tend to exacerbate specific customer financial issues. A significant portion of Quaker's revenues is derived from sales to customers in the U.S. steel industry, where a number of bankruptcies occurred during recent years. In recent years, certain large industrial customers have also experienced financial difficulties. When a bankruptcy occurs, Quaker must judge the amount of proceeds, if any, that may ultimately be received through the bankruptcy or liquidation process. In addition, as part of its terms of trade, Quaker may custom manufacture products for certain large customers and/or may ship product on a consignment basis. These practices may increase the Company's exposure should a bankruptcy occur, and may require writedown or disposal of certain inventory due to its estimated obsolescence or limited marketability. Customer returns of products or disputes may also result in similar issues related to the realizability of recorded accounts receivable or returned inventory.

**Item 4. Controls and Procedures.**

*Evaluation of disclosure controls and procedures.* Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Securities Exchange Act of 1934 (the "Exchange Act") is accumulated and communicated to the issuer's management, including its principal executive officer and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Based on their evaluation of such controls and procedures as of the end of the period

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covered by this Quarterly Report on Form 10-Q, the Company's principal executive officer and principal financial officer have concluded that the Company's disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)), are effective to reasonably assure that information required to be disclosed by the Company in the reports it files under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission.

*Changes in internal controls.* The Company is in the process of implementing a global ERP system. At the end of 2006, subsidiaries representing more than 70% of consolidated revenue were operational on the global ERP system. Additional subsidiaries and CMS sites have been implemented and are planned to be implemented during 2007. The Company is taking the necessary steps to monitor and maintain its internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) during this period of change.

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**PART II. OTHER INFORMATION**

Items 1, 1A., 2, 3, 4 and 5 of Part II are inapplicable and have been omitted.

**Item 6: Exhibits**

(a) Exhibits

- 10(zzz) – Settlement Agreement and Release between Registrant, an inactive subsidiary of Registrant and Federal Insurance Company dated March 26, 2007.
- 10(aaaa) – Change in Control Agreement by and between Registrant and L. Willem Platzer dated April 2, 2007, effective January 1, 2007.\*
- 10(bbbb) – Change in Control Agreement by and between Quaker Chemical Limited, a UK company and a subsidiary of Registrant, and Mark A. Harris dated April 10, 2007, effective January 1, 2007.\*
- 31.1 – Certification of Chief Executive Officer of the Company pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934
- 31.2 – Certification of Chief Financial Officer of the Company pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934
- 32.1 – Certification of Ronald J. Naples Pursuant to 18 U.S. C. Section 1350
- 32.2 – Certification of Mark A. Featherstone Pursuant to 18 U.S. C. Section 1350

\* This exhibit is a management contract or compensation plan or arrangement required to be filed as an exhibit.

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

QUAKER CHEMICAL CORPORATION  
(Registrant)

/s/ Mark A. Featherstone

**Mark A. Featherstone, officer duly authorized to sign this report, Vice President and Chief Financial Officer**

Date: May 4, 2007

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made between Quaker Chemical Corporation and SB Decking, Inc. on the one hand, and Federal Insurance Company on the other hand. Collectively, Quaker Chemical Corporation, SB Decking, Inc. and Federal Insurance Company are referred to as the “Parties.”

**RECITALS**

WHEREAS, Federal Insurance Company issued or is alleged to have issued certain insurance policies to SB Decking, Inc. and Quaker Chemical Corporation (the “Policies,” as defined below); and

WHEREAS, SB Decking, Inc. has been named as a defendant in numerous actions involving Asbestos Claims (as defined below), and it anticipates that it will be named in additional Asbestos Claims in the future; and

WHEREAS, SB Decking, Inc. has made certain requests to Federal Insurance Company for insurance coverage in connection with Asbestos Claims under the SB Decking Policies (as defined below); and

WHEREAS, for many years, under a reservation of rights, Federal Insurance Company has provided a defense and paid indemnity under the SB Decking Policies for Asbestos Claims; and

WHEREAS, SB Decking, Inc. and Federal Insurance Company disagree over the extent to which the SB Decking Policies afford coverage for Asbestos Claims (the “Coverage Disputes”); and

WHEREAS, the Parties, without admitting in any way the validity of the positions or arguments advanced by the other side, now find it in their respective best interests to settle, resolve and compromise their Coverage Disputes and other coverage disputes amicably and to provide for the releases contained herein; and

WHEREAS, this Agreement represents a good faith compromise of the Parties’ Coverage Disputes and not an agreement as to the merits of their respective claims, defenses, and positions, all of which they maintain; and

WHEREAS, the Parties have each received the advice of counsel in the preparation, drafting, and execution of this Agreement, which was negotiated at arms’ length; and

WHEREAS, the Settlement Amount (as defined below) represents fair value for the full releases of the SB Decking Policies and for the partial releases of the Quaker Policies (as defined below) and is a good faith estimate of the total amount that Federal could otherwise become obligated to pay on behalf of SB Decking (as defined below) and/or Quaker (as defined below) for any and all

Claims (as defined below), including without limitation Asbestos Claims, under the SB Decking Policies, and for certain released Claims under the Quaker Policies (as set forth in Section 4 below);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

## AGREEMENT

1. Definitions. For purposes of this Agreement only, the following defined terms shall have the following meanings. The singular shall include the plural and vice-versa.

1.1. "Asbestos Claim" means any non-workers compensation Claim alleging personal injury, bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, or death or the fear or apprehension thereof, property damage, loss of use, financial loss, loss of consortium, or seeking compensation for the cost of medical monitoring or screening, or seeking relief of any kind for any other injury, damage or condition of any kind or sort whatsoever, arising out of, caused by or related to, in whole or in part, directly or indirectly, the manufacture, sale, handling, distribution, installation, repair, removal, exposure to or use of asbestos or asbestos-containing products or material, or any conduct that results or is alleged to result in the exposure to asbestos or asbestos-containing material, alone or in combination with any other dust, mineral, fiber, substance or material, including without limitation any Claim arising out of actual, threatened or alleged exposure to asbestos (alone or in combination with any other dust, mineral, fiber, substance or material), any Claim seeking the removal, repair, abatement or replacement of asbestos or asbestos-containing material, any Claim arising out of the alleged failure to produce an asbestos-free product, and any Claim based on or arising out of any theory of liability or basis of recovery based upon, growing out of or related to asbestos or any asbestos-containing product, whether the injury associated with such Claim falls within or outside of the definitions of Products Hazard or Completed Operations Hazard, or their equivalents, contained in the Policies.

1.2. "Claim" means any past, present, or future claim, demand, action, cause of action, suit or liability of any kind or nature whatsoever, whether at law or in equity, known or unknown, asserted or unasserted, anticipated or unanticipated, accrued or unaccrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights, requests, causes of action or orders, and including without limitation Asbestos Claims and any "Claim" as that term is defined in United States Bankruptcy Code, 11 U.S.C. § 101(5) and "future demands" as that term is defined in United States Bankruptcy Code, 11 U.S.C. § 524(g)(5).

1.3. "Claims Account" means an account that is owned by SB Decking and established by SB Decking at a financial institution.

1.4. "Effective Date" means the date the last signature of the Parties is placed hereon, and this Agreement shall be effective as of such date.

1.5. "Federal" means Federal Insurance Company and all of its respective past or present corporate parents, subsidiaries, affiliates and divisions, and all of their respective past, present, and future directors, officers, principals, employees, agents, representatives, attorneys, joint ventures, predecessors, successors, beneficiaries, grantees, vendees, transferees and assigns, and all other Persons acting on their behalf with respect to the events, transactions, or occurrences that are the subject of this Agreement. The corporate Persons currently within the definition of "Federal" are listed on Exhibit 1.

1.6. "Indemnified Claim" means any Claim, whether based in tort, contract or any other theory of recovery, seeking any type of damages or relief, made by any Person against Federal seeking amounts that are allegedly owed under the SB Decking Policies in addition to the Settlement Amount and amounts that have previously been paid by Federal under the SB Decking Policies, except that an Indemnified Claim shall not include a Claim for coverage that has been preserved under Section 4.4 of this Agreement.

1.7. "Non-Insurance Assets" means all of the assets of SB Decking, Inc. except the proceeds of any insurance policies that provide insurance coverage to SB Decking, Inc., including the payments in the Claims Account, or the proceeds of any loan from Quaker Chemical Corporation to SB Decking, Inc.

1.8. "Person" means any individual, group of individuals, corporation, partnership, association, trust or estate (or beneficiary thereof), government agency or other organization or entity, and any successor in interest, heir, guardian, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.

1.9. "Policies" means the SB Decking Policies and the Quaker Policies.

1.10. "Quaker" means Quaker Chemical Corporation and all of its past or present corporate parents, subsidiaries, affiliates and divisions, and all of its respective past, present, and future directors, officers, principals, employees, agents, representatives, attorneys, joint ventures, predecessors, successors, beneficiaries, grantees, vendees, transferees and assigns, and all other Persons acting on its behalf with respect to the events, transactions, or occurrences that are the subject of this Agreement.

1.11. "Quaker Policies" means Quaker Pre-1978 Policies and Quaker 78-79 Policy.

1.12. "Quaker Pre-1978 Policies" means the liability policies issued or allegedly issued by Federal Insurance Company to Quaker Chemical Corporation identified on Exhibit 3.

1.13. "Quaker 78-79 Policy" means the umbrella liability policy issued by Federal to Quaker Chemical Corporation, bearing policy number (79) 7925 04 73, and with a policy term of January 1, 1978 to January 1, 1979.

1.14. "Retained Counsel" means counsel selected to defend an Indemnified Claim pursuant to Section 5.2 of this Agreement.

1.15. "Selby Asbestos Claims" means those Asbestos Claims asserted against and/or arising out of the business of Selby Decking, Inc. or Selby Battersby & Co.

1.16. "Settlement Amount" means the sum total of the payments identified to be made by Federal pursuant to Section 2.1 of this Agreement.

1.17. "SB Decking" means SB Decking, Inc., formerly known as Selby Battersby & Co., and all of its past or present corporate parents, subsidiaries, affiliates and divisions, and all of its respective past, present, and future directors, officers, principals, employees, agents, representatives, attorneys, joint ventures, predecessors, successors, beneficiaries, grantees, vendees, transferees and assigns, and all other Persons acting on its behalf with respect to the events, transactions, or occurrences that are the subject of this Agreement.

1.18. "SB Decking Policies" means all general liability, umbrella liability or excess liability, or any other insurance policies, known or unknown, issued or alleged to have been issued prior to the Effective Date by Federal to SB Decking, Inc. or Selby Battersby & Co., including without limitation, the policies listed on Exhibit 2.

## 2. Payments to SB Decking, Inc.

2.1. Federal shall make payments to SB Decking, Inc. totaling Twenty Million Dollars (\$20,000,000) (the "Settlement Amount") payable in four installments in the following amounts at the following times:

- a. Within thirty days after the Effective Date, the sum of Five Million Dollars (\$5,000,000);
- b. Within one year after the Effective Date, the sum of Five Million Dollars (\$5,000,000);
- c. Within two years after the Effective Date, the sum of Five Million Dollars (\$5,000,000); and
- d. Within three years after the Effective Date, the sum of Five Million Dollars (\$5,000,000).

2.2. The Parties agree, subject to Section 4.4, that: (a) the Settlement Amount is the total amount that Federal ever will be obligated to pay to Quaker, SB Decking, or any other Person under or arising out of the SB Decking Policies in connection with any Claim, including without limitation Asbestos Claims; (b) the Settlement Amount is the total amount that Federal ever will be

obligated to pay to Quaker, SB Decking, or any other Person under or arising out of the Quaker Pre-1978 Policies in connection with any Selby Asbestos Claims; (c) Federal is not acting as a volunteer in paying the Settlement Amount pursuant to this Agreement; and (d) the Settlement Amount is based on a compromise reached through arms-length negotiations and represents fair value for the releases provided for in Section 4 of this Agreement.

### 3. The Claims Account.

3.1. The four settlement payments as set forth in Section 2.1 shall be made by check, on or before the due date, to SB Decking, Inc. for deposit into the Claims Account. The Claims Account shall be a conservative, high quality interest-bearing investment account and, except as set forth in Sections 3.2 and 3.4 below, shall be used solely to pay defense and indemnity costs incurred by or on behalf of SB Decking or Quaker in connection with Asbestos Claims arising out of the business of SB Decking.

3.2. If it ever becomes clear that, while funds remain in the Claims Account, neither SB Decking nor Quaker will have any future obligation to pay defense or indemnity costs in connection with Asbestos Claims (a circumstance that the Parties agree is very unlikely to occur), the funds then remaining in the Claims Account may be used to reimburse Quaker or SB Decking for any amounts expended by them for defense and indemnity for other claims that would have been eligible for insurance coverage under the Policies.

3.3. The Claims Account shall be closed upon the exhaustion of the account or on December 12, 2020, whichever occurs first.

3.4. The Parties agree that the Settlement Amount represents a good faith estimate of the total amount that Federal could otherwise become obligated to pay under the SB Decking Policies in connection with Asbestos Claims. If it appears at the time the Claims Account is closed that any sums remaining in the account may be needed to pay defense or indemnity costs in connection with Asbestos Claims or other Claims that would have been eligible for coverage under the Policies, then SB Decking shall use the remaining sums for such purposes. If, however, there are sums remaining in the Claims Account at the time that it is closed, and it should at any time thereafter become clear that there is only a remote possibility that such sums will ever be needed to pay defense or indemnity costs in connection with Asbestos Claims or other Claims that would have been eligible for coverage under the Policies (a contingency that the Parties to this Agreement believe is very unlikely to occur), such sums may then be used by SB Decking for any purpose.

### 4. Releases.

4.1. With respect to the SB Decking Policies, SB Decking, Quaker and Federal each separately, fully, finally and completely, to the full extent that the Parties have the right, power or authority to do so, releases, remises, acquits and forever discharges each other from, and covenants not to sue each other regarding, any and all past, present and future Claims of any kind,



whether actual or alleged, known or unknown, accrued or unaccrued, existing or potential, or suspected or unsuspected, in connection with, relating to, or arising out of, in any manner or fashion, the SB Decking Policies, including without limitation:

- a. Claims related to Asbestos Claims,
- b. Claims for breach of contract,
- c. Claims for indemnity, contribution, subrogation, equitable allocation, apportionment, or reimbursement that SB Decking and Quaker may have, either in their own right or by acquisition from another insurer, and
- d. Claims for bad faith, extra-contractual damages, violation of an alleged duty of good faith and fair dealing, or comparable statutory Claim relating to the SB Decking Policies, including (1) any such Claim arising out of or relating to Federal's handling of SB Decking's or Quaker's requests for insurance coverage for any Claims under the SB Decking Policies, including without limitation any Asbestos Claims or (2) the conduct of the Parties with regard to the negotiation of this Agreement,

whether such Claims seek compensatory damages, punitive damages, exemplary damages, statutorily multiplied damages, attorneys' fees, interest, costs or any other type of relief.

The Parties understand that Claims that have been made or may be asserted against SB Decking and/or Quaker may increase or decrease in amount or severity over time, that Claims asserted against SB Decking and/or Quaker may include progressive, cumulative, unknown and/or unforeseen elements, and that there may be hidden, unknown and unknowable damages, defense expenses or other costs related to such Claims. Nonetheless, the Parties, and SB Decking, Quaker, and Federal, to the full extent that the Parties have the right, power or authority to bind them, irrevocably and knowingly agree that the releases contained in this Section 4.1 include a full, complete and irrevocable release and discharge from all known or unknown rights or Claims under the SB Decking Policies. In furtherance of this express intent, the Parties, and SB Decking, Quaker, and Federal, to the full extent that the Parties have the right, power or authority to bind them, expressly waive any and all rights they may have under any contract, statute, code, regulation, ordinance or the common law that may limit or restrict the effect of the general release of Claims in this Section 4.1 not known or suspected to exist in its favor at the time of the execution of the Agreement. The Parties, and SB Decking, Quaker, and Federal, to the full extent that the Parties have the right, power or authority to bind them, expressly assume the risk that acts, omissions, matters, causes or things may have occurred or will occur that it does not know and does not suspect to exist.

4.2. With respect to the Quaker Pre-1978 Policies, SB Decking, Quaker and Federal each separately, fully, finally and completely, to the full extent that the Parties have the right, power or authority to do so, releases, remises, acquits and forever

discharges each other from, and covenants not to sue each other regarding, any and all past, present and future Selby Asbestos Claims of any kind, whether actual or alleged, known or unknown, accrued or unaccrued, existing or potential, or suspected or unsuspected, in connection with, relating to, or arising out of, in any manner or fashion, the Quaker Pre-1978 Policies.

4.3. With respect to the Quaker 78-79 Policy, SB Decking, Quaker and Federal agree that, notwithstanding any policy language to the contrary, the available limits for indemnity coverage for Selby Asbestos Claims shall be \$5 million, with defense costs to be paid in addition to the \$5 million limit. The Parties agree that, at the time of the Effective Date, there is no impairment of the Quaker 78-79 Policy.

4.4. Notwithstanding any provision of this Agreement to the contrary, the coverage provided by any worker's compensation, employer's liability, or automobile policies that Federal issued or allegedly issued to SB Decking shall not be impaired by this Agreement; provided further, however, that nothing contained in this paragraph shall alter or limit the release of Federal and its affiliated entities with respect to Selby Asbestos Claims.

4.5. Subject to the provisions of Sections 6 and 7 of this Agreement, each Party expressly reserves any and all rights, positions and defenses it may have against any Person not a Party to this Agreement with respect to the matters addressed in this Agreement. Nothing in this Agreement is intended to release any reinsurance claim that Federal has made or may make in the future.

4.6. The releases set forth in Section 4 are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties arising under this Agreement.

4.7. The Parties acknowledge, warrant, and represent that they are aware of and familiar with section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Parties further acknowledge, warrant, and represent that the effect and import of California Civil Code section 1542 has been fully explained to them by their attorneys, and that, after consultation with their attorneys, they herein expressly waive and relinquish all rights and benefits which they may have under California Civil Code section 1542 or the law of any other state or jurisdiction, or common law principle to the same or similar effect.

5. Indemnification.

5.1. SB Decking, Inc. (which, for purposes of this section 5 only shall include any successor to SB Decking, Inc.), to the extent of its Non-Insurance Assets, shall defend, indemnify, protect, save, and hold harmless Federal from and against any Indemnified Claim.

5.2. In connection with any Indemnified Claim, Federal, upon consultation with SB Decking, Inc. and subject to SB Decking, Inc.'s consent, which shall not be unreasonably withheld, shall have the right to choose Retained Counsel. SB Decking, Inc. shall acknowledge its responsibility to indemnify for the Indemnified Claim to the extent of its Non-Insurance Assets, and it shall have the right, following consultation with and consideration of the views of Federal, to direct and control the defense and determine defense strategy, subject to the following limitations: (a) SB Decking, Inc. may not take any position with respect to insurance coverage in Federal's name without Federal's written consent in advance, and SB Decking, Inc. shall provide copies of all pleadings and briefs filed on behalf of Federal in advance of filing; (b) SB Decking, Inc. shall indicate that all pleadings, briefs, discovery responses and other filings are filed by SB Decking, Inc. as indemnitor of Federal, and that the positions taken are those of SB Decking, Inc. not Federal; and (c) SB Decking, Inc. shall not agree to provide any information or documents from Federal, nor produce any Federal witness for testimony or deposition, without Federal's written consent in advance, which consent shall not be unreasonably withheld. SB Decking, Inc. shall have the right to settle or compromise any Indemnified Claim for which it is paying the entire settlement amount, subject to input from and consideration of the views of Federal, and provided that such settlement does not adopt or signify acquiescence in any insurance policy interpretations or coverage theories. Nothing in this paragraph shall constitute a waiver of Federal's attorney-client privilege.

5.3. SB Decking, Inc. shall, to the extent of its Non-Insurance Assets, pay all defense costs incurred by Retained Counsel in connection with any Claim indemnified under Section 5.1 of this Agreement and shall pay all settlement and judgments entered in connection with such Claims.

5.4. Sections 5.2 and 5.3 shall not apply if SB Decking, Inc. does not have Non-Insurance Assets with which to defend, indemnify, protect, save, and hold harmless Federal from and against any Indemnified Claim. Moreover, notwithstanding any other provision of this Section 5 to the contrary, Federal shall have the right to assume at its own expense its defense in any Indemnified Claim. In that event, Federal shall control its defense and the settlement or compromise of the Indemnified Claim (except that if Federal settles or compromises an Indemnified Claim without the consent of SB Decking, Inc., which may not unreasonably be withheld, SB Decking, Inc. shall have no obligation to indemnify Federal for such settlement or compromise). Subject to the foregoing, Federal's assumption of its defense shall not act as a waiver or release of SB Decking Inc.'s obligations with respect to any Indemnified Claim.

5.5. Quaker Chemical Corporation (and any successor to Quaker Chemical Corporation) shall indemnify and hold Federal harmless from Claims by any Person that are the result of the actual (i.e., in fact, as opposed to alleged) use of the Claims Account in a manner inconsistent with Section 3 of this Agreement.

5.6. Quaker Chemical Corporation's (or its successor's) obligation to indemnify and hold Federal harmless under Section 5.5 of this Agreement shall arise only upon a final judgment or award that is not subject to further appeal by a court or arbitrator(s), in a proceeding to which Quaker Chemical Corporation or its successor is a party, of Federal's liability to a Person(s) that is the result of the actual use of the Claims Account in a manner inconsistent with Section 3 of this Agreement. Upon the entry of such a final judgment or award, Quaker Chemical Corporation (or its successor) shall indemnify and hold Federal harmless against: (1) all of Federal's reasonable costs, including but not limited to attorney's fees, of defending against liability that is the result of the actual use of the Claims Account in a manner inconsistent with Section 3 of this Agreement; and, (2) the judgment or award entered against Federal, or reasonable settlement made by Federal, for liability that is the result of the actual use of the Claims Account in a manner inconsistent with Section 3 of this Agreement.

6. Contribution Claims By Other Insurers and Judgment Reduction.

6.1. In the event that SB Decking and/or Quaker seek coverage (i) for any Claim from another insurer and such insurer claims a right of contribution or indemnity from Federal under the SB Decking Policies, or (ii) for any Selby Asbestos Claim from another insurer and such insurer claims a right of contribution or indemnity from Federal under the Quaker Policies, SB Decking and Quaker will take the position, which Federal will not oppose, that the releases set forth in this Agreement extinguish any such right of contribution or indemnity against Federal. Federal will also not oppose the position that such other insurer, at most, is entitled only to credit against obligations that it would otherwise owe to SB Decking and/or Quaker for amounts that would otherwise have been owed by Federal under the Policies only to the extent that such amounts remain available from the proceeds of this Settlement. In the event that it is finally established by a final judgment from which no further appeal is possible that another insurer is entitled to obtain contribution or indemnification from Federal (i) under the SB Decking Policies for some portion of amounts that such other insurer has become obligated under its insurance policies to pay to SB Decking or Quaker, or (ii) under the Quaker Policies for some portion of amounts that such other insurer has become obligated under its insurance policies to pay to SB Decking or Quaker for Selby Asbestos Claims, SB Decking and/or Quaker will reduce the amount of any judgment obtained against such other insurer to the extent of any amount Federal has been adjudged liable to pay to such other insurer by way of contribution or indemnity. To ensure that such a reduction is accomplished, Federal shall be entitled to assert this Section 6 as an additional defense to any action that may be brought against it by other insurers and to request that the court or appropriate tribunal issue such orders as are appropriate to protect Federal's rights under this Agreement and applicable law.

7. Contribution/Indemnification Claims.

7.1. SB Decking and Quaker agree that they will use their best efforts to obtain an agreement from any insurers with which either of them in the future may enter into any settlement agreement regarding Asbestos Claims against SB Decking and/or Quaker that such settling insurer will not seek indemnification, contribution, subrogation or similar relief from Federal.

7.2. Contribution Claims By Federal: Federal agrees that it will not seek contribution or indemnification from any other insurer (other than a Federal reinsurer) for any amounts that it has paid for Asbestos Claims against SB Decking and/or Quaker in the past or pursuant to this Settlement unless such other insurer asserts claims for contribution or indemnity against Federal with respect to amounts that such other insurer has paid under its insurance policies for Asbestos Claims against SB Decking and/or Quaker, and then only to that extent. Quaker and SB Decking agree to seek a similar commitment from any of their other insurers with which they make a future settlement.

8. Bankruptcy. SB Decking, Inc. has no current intent of filing for bankruptcy under the United States Bankruptcy Code. However, in the event that SB Decking, Inc. in the future files a proceeding under Chapter 11 of the Bankruptcy Code, then SB Decking, Inc. shall use reasonable efforts to cause Federal to be included as an express beneficiary or protected party under a channeling injunction or order pursuant to 524(g), provided that such efforts are not inconsistent with applicable law.

9. Payments Through March 21, 2007 and Transition of Claims Handling Responsibility.

9.1. Federal shall be responsible for and shall pay 80 percent of all indemnity and defense costs for Selby Asbestos Claims that are incurred in 2007 through March 21, 2007, and such costs shall be paid by Federal in addition to the Settlement Amount. Within 90 days after March 21, 2007, SB Decking shall send statements to Federal for all indemnity and defense costs incurred through March 21, 2007 that have not previously been paid by Federal, and Federal shall pay 80% of those costs by check made payable to SB Decking, Inc. within 30 days after Federal's receipt of the statements.

9.2. Federal shall provide reasonable cooperation and assistance to SB Decking in the transition of claims-handling responsibilities for the Selby Asbestos Claims, for a period of 90 days after March 21, 2007.

10. Confidentiality.

10.1. This Agreement and all of its terms, and all documents, discussions and negotiations leading or related to it shall be and remain confidential and shall not be disclosed to any non-Party, except that such disclosures may be made by:

- a. Federal in connection with reinsurance Claims and obligations in connection with the subject matter of this Agreement;

- b. Quaker and SB Decking in connection with Claims against, or settlement negotiations with, other insurers relating to insurance coverage for Asbestos Claims; provided, however, that disclosure shall be made only upon such insurer executing an agreement or becoming subject to a court order requiring such insurer to maintain the disclosed information as confidential;
- c. Any Party to their respective auditors, actuaries, regulators and lenders as deemed reasonably necessary;
- d. Any Party as required by law, including but not limited to the securities laws of the United States or any state thereof, or as ordered by a court of competent jurisdiction;
- e. Any Party with the written consent of the other;
- f. Any Party, in an action to enforce the terms of this Agreement against another Party, provided that the Party shall make reasonable efforts to seek the entry of a protective order or confidentiality agreement in advance to limit disclosure of the terms of the Agreement.

10.2. Any Party making a disclosure pursuant to Section 10.1.c shall notify the Person receiving the information that the information is confidential and, to the extent reasonably practicable, shall obtain a commitment from that Person to maintain its confidentiality.

11. Representations and Warranties.

11.1. Each Party represents and warrants that it has full power and authority to enter into and deliver this Agreement; that each individual signing this Agreement on behalf of the Party is fully authorized to do so; that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or right surrendered by virtue of this Agreement; and that this Agreement is enforceable in accordance with its terms.

11.2. Each Party further represents and warrants on its own behalf that:

- a. It is a corporation duly organized and validly existing in good standing under the laws of one of the states of the United States of America;
- b. It has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary;

- c. The making and performance of this Agreement will not violate any provision of law, or its articles of incorporation, charter or by-laws; and
- d. It has read this entire Agreement and (i) knows and understands the contents thereof, (ii) knows that the terms are contractual and not merely recitals, (iii) has signed this Agreement of its own free will, and (iv) has obtained and relied on advice of legal counsel.

11.3. Quaker represents and warrants that it knows of no entity entitled or which claims to be entitled to coverage under the Policies except those entities that have released Federal under Section 4 of this Agreement.

11.4. Quaker and SB Decking represent and warrant that they shall use the Claims Account solely to pay defense and indemnity costs incurred by or on behalf of SB Decking or Quaker in connection with Asbestos Claims arising out of the business of SB Decking, or as is otherwise permitted by Section 3 of this Agreement.

11.5. SB Decking, Quaker, and Federal represent and warrant that they have conducted a reasonably diligent search and are aware of no other policies that Federal issued or allegedly issued to SB Decking or Quaker other than the Policies.

12. Reliance on Representations. Each of the Parties acknowledges that, but for the provision of each of the warranties, representations, and acknowledgments set forth herein, neither of the Parties would enter into this Agreement.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and, subject to any provisions restricting assignment, to their successors and assigns.

14. Asbestos Legislation. In the event that within three years after the Effective Date there is federal legislation enacted (“Asbestos Legislation”) that (1) eliminates or terminates Federal’s obligation to make payment under the SB Decking Policies for Selby Asbestos Claims and (2) requires payment by Federal of funds into a trust or similar vehicle as a result of Federal’s issuance of the SB Decking Policies that would be duplicative of its payment obligations under this Agreement, Federal shall have no further obligation under this Agreement, as of the effective date of the Asbestos Legislation and according to its provisions, to make any installment payments of the Settlement Amount that become due, pursuant to Section 2.1 above, after the effective date of the Asbestos Legislation. In the event that the Asbestos Legislation (1) partially but not totally eliminates Federal’s obligation to make payment under the SB Decking Policies for Selby Asbestos Claims and (2) requires payment by Federal of funds into a trust or similar vehicle as a result of Federal’s issuance of the SB Decking Policies that would be partially but not totally duplicative of its payment obligations under this Agreement, the Parties shall meet and confer to determine to what extent a reduction of installment payments under this Agreement due after the effective date of the Asbestos Legislation is appropriate, and in the event they are unable to agree shall arbitrate the issue before a single arbitrator to be agreed upon by the parties.

15. No Admission. This Agreement is intended to be and is a commercial accommodation among the Parties. Nothing in this Agreement, nor in the payment or receipt of the Settlement Amount under this Agreement, shall be construed as an admission by any Party of liability or of any duties, rights or obligations under the Policies. Nothing in this Agreement shall be construed as signifying acquiescence in, admission of or acceptance by any Party of another Party's claims, defenses, arguments, positions, or interpretations.

16. Agreement Inadmissible. Any evidence of the terms, negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except in (i) an action or proceeding to enforce the terms of this Agreement, or (ii) any possible action or proceeding between Federal and any of its reinsurers. This Agreement shall not be used, as evidence or in any other manner, in any court or dispute resolution proceeding to create, prove or interpret Federal obligations under any insurance policy issued to SB Decking or to any other Person.

17. No Precedential Value. The compromise reflected in this Agreement shall be without precedential value and is not intended to be, nor shall it be, construed as an interpretation of any insurance policy.

18. Entire And Integrated Agreement. This Agreement, together with any exhibits hereto, is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein.

19. Headings. The section titles, captions, and headings contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

20. Amendments. Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated orally or in writing, except by a writing signed by all of the Parties, and the observance of any such term may be waived (either generally or in a particular instance either retroactively or prospectively) by a writing signed by the Parties against whom such waiver is to be asserted.

21. Severability. If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties. Notwithstanding the foregoing, if the releases set forth in Section 4, or the indemnification obligations set forth in Section 5 are found to be unenforceable or invalid by a court of competent jurisdiction, then it shall be the intent of the Parties that such invalidity or unenforceability shall be cause for rescission of the entire Agreement at the election of the Party whose interests are injured by the finding of invalidity or unenforceability and in the event such election is made by Federal, it shall be entitled to the



return of any monies still contained in the Claims Account from those moneys which Federal contributed to the Claims Account.

22. No Waiver. Neither the waiver by a Party of a breach of or a default under any of the provisions of this Agreement, nor the failure of a Party, on one or more occasion, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

23. Attorneys' Fees, Costs and Expenses. Each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the matters set forth in this Agreement, including the negotiation and preparation of this Agreement.

24. Assignment. This Agreement shall not be assignable by any Party hereto without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld; provided, however, that this provision shall not require such prior written consent for an assignment by a Party hereto by merger, consolidation, or operation of law.

25. No Benefits to Third Parties. This Agreement is intended to confer rights and benefits only on SB Decking, Quaker and Federal. No other Person shall have any legally enforceable rights or benefits under this Agreement, except for the Parties' respective successors and assigns as permitted hereunder, and except to the extent the releases set forth in this Agreement inure to the benefit of Persons not signatories hereto.

26. Third-Party Challenge to Agreement. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted by any Person not a Party hereto to invalidate, interpret, or prevent the validation, enforcement, or carrying out of all or any of the provisions of this Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

27. Additional Necessary Documents. The Parties agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

28. Written Notice. All notices, demands, or other communications to be provided pursuant to this Agreement shall be in writing and sent by facsimile, overnight mail or United States first-class mail, postage prepaid, to the other Party at the addresses set forth below, or to such other person or address as either SB Decking, Quaker or Federal may designate in writing from time to time:

Federal:

Thomas R. Kerr, Esquire  
Vice President  
Chubb Group of Insurance Companies

15 Mountain View Road  
P.O. Box 1615  
Warren, N.J. 07061-1615

and

William P. Shelley, Esquire  
Cozen O'Connor  
1900 Market Street  
Philadelphia, PA 19103

Quaker:

Robert T. Traub, Esquire  
Senior Counsel  
Quaker Chemical Corporation  
One Quaker Park  
901 Hector Street  
Conshohocken, PA 19428

and

Anna P. Engh, Esquire  
Covington & Burling LLP  
1201 Pennsylvania Avenue, N.W.  
Washington, DC 20004

SB Decking:

Ms. Florence Larcamp  
SB Decking  
c/o Quaker Chemical Corp.  
One Quaker Park  
901 Hector Street  
Conshohocken, PA 19428

and

Anna P. Engh, Esquire  
Covington & Burling LLP  
1201 Pennsylvania Avenue, N.W.  
Washington, DC 20004

29. Execution In Counterparts. This Agreement may be signed by the Parties and counterparts of the signature pages may be combined to create a document binding on all of the Parties hereto and together shall constitute one and the same instrument.

30. Construction. This Agreement is not a contract of insurance and shall not be interpreted as such. Each of the Parties hereto participated in the drafting of this Agreement after consulting with counsel. Accordingly, the language of this Agreement shall not be presumptively construed either in favor of or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth opposite the respective signatures below.

On Behalf of Federal Insurance Company:

By:     /s/ Thomas R. Kerr      
Name:     Thomas R. Kerr      
Title:     V.P. Chubb & Son  
    A Division of Federal Ins. Co.      
Date:     3/26/07      
Witness:     /s/ William P. Shelley    

On Behalf of Quaker Chemical Corporation:

By:     /s/ D. Jeffry Benoliel      
Name:     D. Jeffry Benoliel      
Title:     Vice President      
Date:     3/26/07      
Witness:     /s/ Robert T. Traub

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On Behalf of SB Decking, Inc.:

By:     /s/ Florence J. Larcamp    

Name:     Florence J. Larcamp    

Title:     Treasurer    

Date:     3/26/07    

Witness:     /s/ Robert T. Traub

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**EXHIBIT 1**

Bellemead Development Corporation  
Bhakkdikij Company, Ltd.  
CA Managers (Bermuda) Ltd.  
Caldecott Holdings LLC  
CC Canada Holdings Ltd.  
Chubb & Son Inc.  
Chubb & Son Inc. (Illinois)  
Chubb Argentina de Seguros, S.A.  
Chubb Asset Managers, Inc.  
Chubb Atlantic Indemnity Ltd.  
Chubb Capital Corporation  
Chubb Computer Services, Inc.  
Chubb Custom Insurance Company  
Chubb Custom Market Inc.  
Chubb de Chile Compañía de Seguros Generales, S.A.  
Chubb de Columbia Compañía de Seguros, S.A.  
Chubb de México Compañía Afianzadora, S.A. de S.V.  
Chubb de México Compañía de Seguros, S.A. de S.V.  
Chubb do Brasil Companhia de Seguros  
Chubb do Brasil Servicos e Participacoes Ltd.  
Chubb Equity Managers, Inc.  
Chubb Executive Risk, Inc.  
Chubb Financial Solutions (Bermuda) LTD.  
Chubb Financial Solutions Holdings Inc.  
Chubb Financial Solutions LLC  
Chubb Financial Solutions Representative Services Limited  
Chubb Financial Solutions, Inc.  
Chubb FS (Bermuda) LTD. (f/k/a ER (Bermuda) LTD.)  
Chubb Global Financial Services Corporation  
Chubb Indemnity Insurance Company  
Chubb Insurance Company (Thailand) Ltd.  
Chubb Insurance Company of Australia Ltd.  
Chubb Insurance Company of Canada  
Chubb Insurance Company of Europe, S.A.  
Chubb Insurance Company of New Jersey  
Chubb Insurance Holdings (Hong Kong) Limited (f/k/a Mollers' Brokers LTD.)  
Chubb Insurance Services (Hong Kong) Limited (f/k/a Mollers' Insurance Services LTD.)  
Chubb Insurance Solutions Agency, Inc.  
Chubb Insurance Underwriters (Hong Kong) Limited (f/k/a Mollers' Insurance Underwriters LTD.)  
Chubb Investment Company of Bermuda, Ltd.  
Chubb Investment Company of New Jersey, Inc.  
Chubb Investment Holdings INC.  
Chubb Investment Services, Ltd.  
Chubb Licensing Services LLC  
Chubb Lloyd's Insurance Company of Texas  
Chubb Multinational Manager, Inc.  
Chubb National Insurance Company  
Chubb Pacific Underwriting Management Services Pte. Ltd.  
Chubb Re (Bermuda) LTD.  
Chubb Re Inc.  
Chubb Seguros-Holdings Chile S.A.  
Chubb Services Corporation  
Chubb Underwriting Management Services of Thailand Ltd.  
DHC Corporation  
Executive Risk Capital Trust  
Executive Risk Indemnity Inc.  
Executive Risk Management Associates  
Executive Risk Specialty Insurance Company  
Federal Insurance Company  
Great Northern Insurance Company  
Harbor Island Indemnity LTD.  
HDFC Chubb General Insurance Company Ltd.  
Masterpiece Netherlands B.V.  
Mountain View Indemnity Ltd.  
Northwestern Pacific Indemnity Company  
Pacific Indemnity Company  
PT Asuransi Chubb Indonesia  
Quadrant Indemnity Company  
Sullivan Kelly of Arizona, Inc.  
Sullivan Kelly, Inc.  
Texas Pacific Indemnity Company  
The Chubb Corporation  
Transit Air Services, Inc.  
Vigilant Insurance Company

**Exhibit 2**  
**SB Decking, Inc. Policies**

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Federal Insurance Co.	FMP 06950876	4/1/1973 - 4/30/1974
Federal Insurance Co.	7780 1009	4/1/1973 - 4/30/1974
Federal Insurance Co.	FMP 06950876	4/30/1974 - 4/30/1975
Federal Insurance Co.	7920 7080	4/30/1974 - 4/30/1975
Federal Insurance Co.	FMP 06950876	4/30/1975 - 4/30/1976
Federal Insurance Co.	7923 5727	4/30/1975 - 4/30/1976
Federal Insurance Co.	7924 2331	4/30/1976 - 4/30/1977

**Exhibit 3**  
**Quaker Pre-1978 Policies**

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Federal Insurance Co.	77166724	12/13/70-12/13/73
Federal Insurance Co.	7925 0473	1/12/1977-1/1/1978

**CHANGE IN CONTROL AGREEMENT**

THIS AGREEMENT, dated April 2<sup>nd</sup>, 2007, between QUAKER CHEMICAL CORPORATION, a Pennsylvania corporation (the "Company"), and L. WILLEM PLATZER (the "Manager"),

**WITNESSETH THAT**

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company and its shareholders that the Company and its subsidiaries be able to attract, retain, and motivate highly qualified management personnel and, in particular, that they be assured of continuity of management in the event of any actual or threatened change in control of the Company; and

WHEREAS, the Board of Directors of the Company believes that the execution by the Company of change in control agreements with certain management personnel, including the Manager, is an important factor in achieving this desired end;

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations and agreements contained herein and intending to be legally bound hereby, the Manager and the Company agree as follows:

**1. Term of Agreement.**

This Agreement shall become effective on January 1, 2007 (the "Effective Date"), and shall continue in effect through December 31, 2007, provided, however, that the term of this Agreement shall automatically be extended for one additional year beyond December 31, 2007 and successive one year periods thereafter, unless, not later than eighteen (18) months preceding the calendar year in which the term would otherwise automatically extend, the Company shall have given written notice to the Manager of intention not to extend this Agreement for an additional year, in which event this Agreement shall continue in effect until December 31 of the calendar year immediately preceding the calendar year in which the term would have otherwise automatically extended. Notwithstanding any such notice not to extend, if a Change in Control (as defined in Section 2) occurs during the original or extended term of this Agreement, this Agreement shall remain in effect after a Change in Control until all obligations of the parties hereto under this Agreement shall have been satisfied.



**2. Change in Control.**

As used in this Agreement, a “Change in Control” of the Company shall be deemed to have occurred if:

(a) Any person (a “Person”), as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) (other than (i) the Company and/or its wholly owned subsidiaries; (ii) any ESOP or other employee benefit plan of the Company and any trustee or other fiduciary in such capacity holding securities under such plan; (iii) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company; or (iv) any other Person who, within the one year prior to the event which would otherwise be a Change in Control, is an executive officer of the Company or any group of Persons of which he voluntarily is a part), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company’s then outstanding securities or such lesser percentage of voting power, but not less than 15%, as determined by the members of the Board of Directors of the Company who are independent directors (as defined in the New York Stock Exchange, Inc. Listed Company Manual); provided, however, that a Change in Control shall not be deemed to have occurred under the provisions of this subsection (a) by reason of the beneficial ownership of voting securities by members of the Benoliel family (as defined below) unless and until the beneficial ownership of all members of the Benoliel family (including any other individuals or entities who or which, together with any member or members of the Benoliel family, are deemed under Sections 13(d) or 14(d) of the Exchange Act to constitute a single Person) exceeds 50% of the combined voting power of the Company’s then outstanding securities;

(b) During any two-year period after the Effective Date, Directors of the Company in office at the beginning of such period plus any new Director (other than a Director designated by a Person who has entered into an agreement with the Company to effect a transaction within the purview of subsections (a) or (c)) whose election by the Board of Directors of the Company or whose nomination for election by the Company’s shareholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was previously so approved shall cease for any reason to constitute at least a majority of the Board;

(c) The consummation of (i) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which the Company’s voting common shares (the “Common Shares”) would be converted into cash, securities, and/or other property, other than a merger of the Company in which holders of Common Shares immediately prior to the merger have the same proportionate ownership of voting shares of the surviving corporation immediately after the merger as they had in the Common Shares immediately before; or (ii) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all the assets or earning power of the Company; or

(d) The Company's shareholders or the Company's Board of Directors shall approve the liquidation or dissolution of the Company.

As used in this Agreement, "members of the Benoiel family" shall mean Peter A. Benoiel, his wife and children and their respective spouses and children, and all trusts created by or for the benefit of any of them.

**3. Entitlement to Change in Control Benefits; Certain Definitions.**

The Manager shall be entitled to the benefits provided in this Agreement in the event the Manager's employment with the Company or its affiliates is terminated under the circumstances described in (a) or (b) below (a "Covered Termination"), provided the Manager executes and does not revoke a Release (as defined below), if any, provided by the Company.

(a) A Covered Termination shall have occurred within the meaning of this subsection (a) in the event the Manager's employment with the Company or its affiliates is terminated within two (2) years following a Change in Control by:

- (i) The Company or its affiliates without Cause (as defined below); or
- (ii) Resignation of the Manager for Good Reason (as defined below).

(b) A Covered Termination shall have occurred within the meaning of this subsection (b) in the event the Manager's employment with the Company or its affiliates is terminated by the Company or its affiliates without Cause within six months prior to a Change in Control and the Manager reasonably demonstrates after such Change in Control that such termination was at the request or suggestion of any individual or entity who or which has taken steps reasonably calculated to effect such Change in Control.

The Manager shall have no rights to any payments or benefits under this Agreement in the event the Manager's employment with the Company and its affiliates is terminated (i) as a result of death or disability, or (ii) by the Company or its affiliates for Cause. Except as provided in subsection (b), in the event the Manager's employment is terminated for any reason prior to a Change in Control, the Manager shall have no rights to any payments or benefits under this Agreement and, after any such termination, this Agreement shall be of no further force or effect.

"Cause" shall mean (i) the Manager's willful and material breach of the employment agreement, if any, between the Manager and the Company (after having received notice thereof and a reasonable opportunity to cure or correct), (ii) dishonesty, fraud, willful malfeasance, gross negligence, or other gross misconduct, in each case relating to the performance of the Manager's employment with the Company or its affiliates which is materially injurious to the Company, or (iii) conviction of or plea of guilty to a felony, such Cause to be determined, in each case, by a resolution approved by at least two-thirds of the Directors of the Company after having afforded the Manager a reasonable opportunity to appear before the Board of Directors of the Company and present his position.

"Code" shall mean the Internal Revenue Code of 1986, as amended, together with any applicable regulations thereunder.

“Good Reason” shall mean any of the following actions without the Manager’s consent, other than due to the Manager’s death or disability: (i) any reduction in the Manager’s base salary from that provided immediately before the Covered Termination or, if higher, immediately before the Change in Control; (ii) any reduction in the Manager’s bonus opportunity (including cash and noncash incentives) or increase in the goals or standards required to accrue that opportunity, as compared to the opportunity and goals or standards in effect immediately before the Change in Control; (iii) a material adverse change in the nature or scope of the Manager’s authorities, powers, functions, or duties from those in effect immediately before the Change in Control; (iv) a reduction in the Manager’s benefits from those provided immediately before the Change in Control, disregarding any reduction under a plan or program covering employees generally that applies to all employees covered by the plan or program; or (v) the Manager being required to accept a primary employment location which is more than twenty-five (25) miles from the location at which he primarily was employed during the ninety (90) day period prior to a Change in Control.

“Payment Date” shall mean (i) in the case of a Covered Termination described in Section 3(a), the last business day of the second month following the month in which the Manager’s Separation from Service occurs, subject to Section 9, or (ii) in the case of a Covered Termination described in Section 3(b), (A) the last business day of the second month following the month in which the Change in Control giving rise to such Covered Termination occurs, if the Change in Control is also a “change in control event” under Section 409A of the Code, or (B) the last business day of the eighth month following the month in which the Manager’s Separation from Service occurs, if such Change in Control is not a “change in control event” under Section 409A of the Code.

“Release” shall mean a release (in a form satisfactory to the Company) of any and all claims against the Company and all related parties with respect to all matters arising out of the Manager’s employment by the Company and its affiliates, or the termination thereof (other than claims for any entitlements under the terms of this Agreement or under any plans or programs of the Company under which the Manager has accrued a benefit) that the Company provides to the Manager no later than (i) in the case of a Covered Termination described in Section 3(a), three days after the date of the Manager’s Covered Termination, or (ii) in the case of a Covered Termination described in Section 3(b), three days after the date of the Change in Control giving rise to such Covered Termination. Notwithstanding any provision of this Agreement to the contrary, if the Company provides a Release to the Manager, the Manager shall not be entitled to any payments or benefits under this Agreement unless the Manager executes and does not revoke the Release.

“Separation from Service” shall mean the Manager’s separation from service with the Company and its affiliates within the meaning of Prop. Treas. Reg. §1.409A-1(h) or any successor thereto.

“Specified Employee” shall mean the Manager if he is a specified employee as defined in Section 409A of the Code as of the date of his Separation from Service.

**4. Severance Allowance.**

(a) Amount of Severance Allowance. In the event of a Covered Termination, the Company shall pay or cause to be paid to the Manager in cash a severance allowance (the "Severance Allowance") equal to 1.5 times the sum of the amounts determined in accordance with the following paragraphs (i) and (ii):

- (i) An amount equivalent to the highest annualized base salary which the Manager was entitled to receive from the Company and its subsidiaries at any time during his employment prior to the Covered Termination; and
- (ii) An amount equal to the average of the aggregate annual amounts paid to the Manager under all applicable annual incentive compensation plans maintained by the Company and its affiliates (other than compensation relating to relocation expense; the grant, exercise, or settlement of stock options or performance incentive units or the sale or other disposition of shares received upon exercise or settlement of such options) during the three (3) calendar years prior to the year such Covered Termination occurs or, if higher, prior to the year such Change in Control occurs (provided, however, that (x) in determining the average amount paid under the annual incentive plan during such period there shall be excluded any year in which no amounts were paid to the Manager under that plan; and (y) there shall be excluded from such calculation any amounts paid to the Manager under any such incentive compensation plan as a result of the acceleration of such payments under such plan due to termination of the plan, a Change in Control, or a similar occurrence).

In no event shall any retention bonus or change in control or success fee be taken into account when determining the amount of the Severance Allowance hereunder.

(b) Payment of Severance Allowance. The Severance Allowance shall be paid to the Manager in a lump sum on the Payment Date.

If a court awards the Manager a severance pay and/or any compensation in relation to the termination of the Manager's employment, the Manager may no longer assert any rights under this Agreement. If and insofar the Company or any of its affiliates has already made any payments under this Agreement, the Company or any of its affiliates may set off the payments that have been made against any net salary payment to which the Manager is entitled, or recover such from the Manager in any other way.

**5. Outplacement and Welfare Benefits.**

(a) Outplacement. Subject to Section 6, for a period of one year following a Covered Termination of the Manager (or the Change in Control resulting in a Covered Termination, if later), the Company shall make or cause to be made available to the Manager, at its expense, outplacement counseling and other outplacement services comparable to those available for the Company's senior managers prior to the Change in Control.

If the Manager does not wish to make use of Outplacement, the Manager will not be able to claim a lump sum payment instead.

(b) **Welfare Benefits.** It is at the employer's discretion to either provide the Manager with welfare benefits 18 months following a Covered Termination of the Manager or prefer to pay the value of the welfare benefits to the Manager by means of a gross lump sum payment.

Subject to Section 6 and the preceding sentence, for a period of 18 months following a Covered Termination of the Manager (or the Change in Control resulting in a Covered Termination, if later), the Manager and the Manager's dependents shall be entitled to participate in the Company's or its affiliate's, as applicable, life and medical insurance plans at the Company's expense, in accordance with the terms of such plans at the time of such Covered Termination as if the Manager were still employed by the Company or its affiliate under this Agreement. If, however, life or medical insurance benefits are not paid or provided under any such plan to the Manager or his dependents because the Manager is no longer an employee of the Company or its affiliates, the Company itself shall, to the extent necessary, pay or otherwise provide for such benefits to the Manager and his dependents.

**6. Effect of Other Employment.**

In the event the Manager becomes employed (as defined below) during the period with respect to which benefits are continuing pursuant to Section 5: (a) the Manager shall notify the Company not later than the day such employment commences; and (b) the benefits provided for in Section 5 shall terminate as of the date of such employment. For the purposes of this Section 6, the Manager shall be deemed to have become "employed" by another entity or person only if the Manager becomes essentially a full-time employee of a person or an entity (not more than 30% of which is owned by the Manager and/or members of his family); and the Manager's "family" shall mean his parents, his siblings and their spouses, his children and their spouses, and the Manager's spouse and her parents and siblings. Nothing herein shall relieve the Company of its obligations for compensation or benefits accrued up to the time of termination provided for herein.

**7. Other Payments and Benefits.**

On the Payment Date, the Company shall pay or cause to be paid to the Manager the aggregate of: (a) the Manager's earned but unpaid base salary through the Covered Termination at the rate in effect on the date of the Covered Termination, or if higher, at the rate in effect at any time during the 90-day period preceding the Change in Control; (b) any unpaid bonus or annual incentive payable to the Manager in respect of the calendar year ending prior to the Covered Termination; (c) any and all unpaid bonuses and annual incentive awards for the calendar year in which the Covered Termination occurs which would have been payable had (i) the Covered Termination not occurred in such calendar year, and (ii) the target level of performance been achieved for the calendar year; and (d) the pro rata portion of any and all awards under the Company's long term incentive plan for the performance period(s) in which the Covered Termination occurs, said pro rata portion to be calculated on the fractional portion (the numerator of said fraction being the number of days between the first day of the applicable performance period and the date of the Covered Termination, and the denominator of which is the total number of days in the applicable performance period) of the amount of the award which would have

been payable had (i) the Covered Termination not occurred, and (ii) the target level of performance been achieved for the applicable performance period. The Manager shall be entitled to receive any other payments or benefits that the Manager is entitled to pursuant to the express terms of any compensation or benefit plan or arrangement of the Company or any of its affiliates; provided that: (x) the Severance Allowance (i) shall be in lieu of any severance payments to which the Manager might otherwise be entitled under the terms of any severance pay plan, policy, or arrangement maintained by the Company or any of its affiliates or the employment agreement between the Manager and Quaker Chemical B.V. dated August 21, 2006, and (ii) shall be credited against any severance payments to which the Manager may be entitled by statute and/or a court in accordance with Section 4(b); (y) any annual incentive described in subsection (b) or (c) shall decrease (but not below zero) the amount of the annual incentive payable under the Company's annual incentive plan (currently the 2001 Global Annual Incentive Plan) with respect to the same calendar year; and (z) any amount described in subsection (d) shall decrease (but not below zero) the amount of the analogous performance award payable under the Company's long term incentive plan(s) (currently the 2001 and 2006 Long-Term Performance Incentive Plans) with respect to the same performance period(s).

**8. Death After Covered Termination.**

In the event the Manager dies after a Covered Termination occurs, (a) any payments due to the Manager under Section 4 and the first sentence of Section 7 and not paid prior to the Manager's death shall be made to the person or persons who may be designated by the Manager in writing or, in the event he fails to so designate, to the Manager's personal representatives, and (b) the Manager's dependents shall be eligible for the welfare benefits described in Section 5(b). Payments pursuant to subsection (a) shall be made on the later of (i) the date payment would have been made to the Manager without regard to Section 9, or (ii) the date of the Manager's death.

**9. Specified Employee.**

Notwithstanding any provision of this Agreement to the contrary, if the Manager is a Specified Employee, any payment or benefit under this Agreement that constitutes deferred compensation subject to Section 409A of the Code and for which the payment event is Separation from Service shall be not be made or provided before the date that is six months after the date of Manager's Separation from Service. Any payment or benefit that is delayed pursuant to this Section 9 shall be made or provided on the first business day of the seventh month following the month in which Manager's Separation from Service occurs. The provisions of this Section 9 shall apply only to the extent required to avoid Manager's incurrence of any additional tax or interest under Section 409A of the Code.

**10. Confidentiality and Noncompetition.**

(a) Confidential Information. The Manager acknowledges that information concerning the method and conduct of the Company's (and any affiliate's) business, including, without limitation, strategic and marketing plans, budgets, corporate practices and procedures, financial statements, customer and supplier information, formulae, formulation information, application technology, manufacturing information, and laboratory test methods and all of the Company's (and any affiliate's) manuals, documents, notes, letters, records, and computer programs ("Proprietary Business Information"), are the sole and exclusive property of the Company (and/or the Company's affiliates, as the case may be) and are likely to constitute, contain or reveal trade secrets ("Trade Secrets") of the Company (and/or the Company's affiliate's, as the case may be). The term "Trade Secrets" as used herein does not include Proprietary Business Information that is known or becomes known to the public through no act or failure to act on the part of the Manager, or which can be clearly shown by written records to have been known by the Manager prior to the commencement of his employment with the Company.

- (i) The Manager agrees that at no time during or following his employment with the Company will he use, divulge, or pass on, directly or through any other individual or entity, any Trade Secrets.
- (ii) Upon termination of the Manager's employment with the Company regardless of the reason for the termination of the Manager's employment hereunder, or at any other time upon the Company's request, the Manager agrees to forthwith surrender to the Company any and all materials in his possession or control which constitute or contain any Proprietary Business Information.

(b) Noncompetition. The Manager agrees that during his employment and for a period of one (1) year thereafter, regardless of the reason for the termination of the Manager's employment, he will not:

- (i) directly or indirectly, together or separately or with any third party, whether as an individual proprietor, partner, stockholder, officer, director, joint venturer, investor, or in any other capacity whatsoever actively engage in business or assist anyone or any firm in business as a manufacturer, seller, or distributor of specialty chemical products or chemical management services which are the same, like, similar to, or which compete with the products and services offered by the Company (or any of its affiliates);
- (ii) recruit or solicit any employee of the Company (or any of its affiliates) or otherwise induce such employee to leave the employ of the Company (or any of its affiliates) or to become an employee or otherwise be associated with his or any firm, corporation, business or other entity with which he is or may become associated; or

- (iii) solicit, directly or indirectly, for himself or as agent or employee of any person, partnership, corporation, or other entity (other than for the Company), any then or former customer, supplier, or client of the Company with the intent of actively engaging in business which would cause competitive harm to the Company (or any of its affiliates).

(c) Severability. The Manager acknowledges and agrees that all of the foregoing restrictions are reasonable as to the period of time and scope. However, if any paragraph, sentence, clause, or other provision is held invalid or unenforceable by a court of competent and relevant jurisdiction, such provision shall be deemed to be modified in a manner consistent with the intent of such original provision so as to make it valid and enforceable, and this Agreement and the application of such provision to persons and circumstances other than those with respect to which it would be invalid or unenforceable shall not be affected thereby.

(d) Remedies. The Manager agrees and recognizes that in the event of a breach or threatened breach of the provisions of the restrictive covenants contained in this Section 10, the Company may suffer irreparable harm, and monetary damages may not be an adequate remedy. Therefore, if any breach occurs or is threatened, the Company shall be entitled to seek equitable remedies, including injunctive relief in any court of applicable jurisdiction notwithstanding the provisions of Section 12. In the event of any breach of the restrictive covenant contained in this Section 10, the term of the restrictive covenant specified herein shall be extended by a period of time equal to that period beginning on the date such violation commenced and ending when the activities constituting such violation cease, to the extent allowed by applicable local law. Furthermore, if a court or arbitration panel determines that the Manager has breached any of the provisions of this Section 10, the Company's obligations to pay amounts and continue the benefits under this Agreement to the Manager (and his dependents) shall immediately terminate.

**11. Set-Off Mitigation.**

Except as provided in Section 6, the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right, or action which the Company may have against the Manager or others. In no event shall the Manager be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Manager under any of the provisions of this Agreement.

**12. Arbitration: Costs and Expenses of Enforcement.**

(a) Arbitration. Except as otherwise provided in Sections 10(d) and 13, any controversy or claim arising out of or relating to this Agreement or the breach thereof which cannot promptly be resolved by the parties shall be promptly submitted to and settled exclusively by arbitration in the City of Philadelphia, Pennsylvania, in accordance with the laws of the Commonwealth of Pennsylvania by three arbitrators, one of whom shall be appointed by the Company, one by the Manager, and the third of whom shall be appointed by the first two arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, except with respect to the selection of arbitrators which shall be as provided in this Section 12. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.



(b) **Costs and Expenses.** In the event that it shall be necessary or desirable for the Manager to retain legal counsel and/or incur other costs and expenses in connection with the enforcement of any and all of his rights under this Agreement, the Company shall pay (or the Manager shall be entitled to recover from the Company, as the case may be) his reasonable attorneys' fees and costs and expenses in connection with the enforcement of his said rights (including those incurred in or related to any arbitration proceedings provided for in subsection (a) and the enforcement of any arbitration award in court), regardless of the final outcome.

**13. Limitation on Payment Obligation.**

(a) For purposes of this Section 13, all terms capitalized but not otherwise defined herein shall have the meanings as set forth in Section 280G of the Code. In addition:

- (i) the term "Parachute Payment" shall mean a payment described in Section 280G(b)(2)(A) or Section 280G(b)(2)(B) of the Code (including, but not limited to, any stock option rights, stock grants, and other cash and noncash compensation amounts that are treated as payments under either such section) and not excluded under Section 280G(b)(4)(A) or Section 280G(b)(6) of the Code;
- (ii) the term "Reasonable Compensation" shall mean reasonable compensation for prior personal services as defined in Section 280G(b)(4)(B) of the Code and subject to the requirement that any such reasonable compensation must be established by clear and convincing evidence; and
- (iii) the portion of the "Base Amount" and the amount of "Reasonable Compensation" allocable to any "Parachute Payment" shall be determined in accordance with Section 280G(b)(3) and (4) of the Code.

(b) Notwithstanding any other provision of this Agreement, each Parachute Payment to be made to or for the benefit of the Manager, whether pursuant to this Agreement or otherwise, with respect to a Change in Control shall be reduced if and to the extent necessary so that the aggregate Present Value of all such Parachute Payments shall be at least one dollar (\$1.00) less than the greater of (i) three times the Manager's Base Amount and (ii) the aggregate Reasonable Compensation allocable to such Parachute Payments. Unless otherwise agreed by the Manager and the Company, any reduction in Parachute Payments caused by reason of this subsection (b) shall be made proportionately with respect to each such Parachute Payment.

This subsection (b) shall be interpreted and applied to limit the amounts otherwise payable to the Manager under this Agreement or otherwise only to the extent required to avoid any material risk of the imposition of excise taxes on the Manager under Section 4999 of the Code or the disallowance of a deduction to the Company under Section 280G(a) of the Code. In the making of any such interpretation and application, the Manager shall be presumed to be a disqualified individual for purposes of applying the limitations set forth in this subsection (b) without regard to whether or not the Manager meets the definition of disqualified individual set forth in Section 280G(c) of the Code. In the event that the Manager and the Company are unable to agree as to the application of this subsection (b), the Company's independent auditors shall select independent tax counsel to determine the amount of such limits. Such selection of tax counsel shall be subject to the Manager's consent, provided that the Manager shall not unreasonably withhold

his consent. The determination of such tax counsel under this Section 13 shall be final and binding upon the Manager and the Company.

(c) Notwithstanding any other provision of this Agreement, no payment shall be made hereunder to or for the benefit of the Manager if and to the extent that such payments are determined to be illegal.

**14. Notices.**

Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing, and if hand delivered or if sent by registered or certified mail, if to the Manager, at the last address he had filed in writing with the Company or if to the Company, at its principal executive offices. Notices, requests, etc. shall be effective when actually received by the addressee or at such address.

**15. Withholding.**

Notwithstanding any provision of this Agreement to the contrary, the Company may, to the extent required by law, withhold applicable Federal, state and local income and other taxes from any payments due to the Manager hereunder.

**16. Assignment and Benefit.**

(a) This Agreement is personal to the Manager and shall not be assignable by the Manager, by operation of law, or otherwise without the prior written consent of the Company otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Manager's heirs and legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns, including, without limitation, any subsidiary of the Company to which the Company may assign any of its rights hereunder; provided, however, that no assignment of this Agreement by the Company, by operation of law, or otherwise shall relieve it of its obligations hereunder except an assignment of this Agreement to, and its assumption by, a successor pursuant to subsection (c).

(c) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, operation of law, or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, but, irrespective of any such assignment or assumption, this Agreement shall inure to the benefit of and be binding upon such a successor. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid.

**17. Governing Law.**

The provisions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to principles of conflicts of laws.

**18. Entire Agreement; Amendment.**

(a) This Agreement supersedes the Change in Control Agreement entered into between the Manager and the Company on January 1, 2001, which agreement shall be null and void as of the earliest of the Effective Date, the day and year first above written, or the date set forth in such agreement. Except for the change in control provisions set forth in the Company's annual incentive plan and long term incentive plans, this Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof. The Manager understands and acknowledges that the Company's severance plan, annual incentive plan and long term incentive plans are hereby amended with respect to the Manager to avoid duplication of benefits, as provided in Section 7.

(b) The Company reserves the right to unilaterally amend this Agreement without the consent of the Manager to the extent the Compensation/Management Development Committee of the Company's Board of Directors (in its sole discretion) determines is necessary or appropriate to avoid the additional tax under Section 409A(a)(1)(B) of the Code; otherwise, this Agreement may not be altered or amended except by an agreement in writing executed by the Company and the Manager.

**19. No Waiver.**

The failure to insist upon strict compliance with any provision of this Agreement by any party shall not be deemed to be a waiver of any future noncompliance with such provision or of noncompliance with any other provision.

**20. Severability.**

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

**21. Indemnification.**

The Company shall defend and hold the Manager harmless to the fullest extent permitted by applicable law in connection with any claim, action, suit, investigation or proceeding arising out of or relating to performance by the Manager of services for, or action of the Manager as a director, officer or employee of the Company or any parent, subsidiary or affiliate of the Company, or of any other person or enterprise at the Company's request. Expenses incurred by the Manager in defending such a claim, action, suit or investigation or criminal proceeding shall be paid by the Company in advance of the final disposition thereof upon the receipt by the Company of an undertaking by or on behalf of the Manager to repay said amount unless it shall ultimately be determined that the Manager is entitled to be indemnified hereunder; provided, however, that this shall not apply to a nonderivative action commenced by the Company against the Manager.

IN WITNESS WHEREOF, the Manager has hereunto set his hand and, pursuant to the authorization from its Board of Directors, the Company has caused these presents to be executed in its name and on its behalf and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

MANAGER

/s/ L.W. Platzer

QUAKER CHEMICAL CORPORATION

By: /s/ D.Jeffry Benoliel

Title: Vice President, General Counsel  
and Corporate Secretary

ATTEST:

/s/ Irene M. Kisleiko

**CHANGE IN CONTROL AGREEMENT**

THIS AGREEMENT, dated April 10, 2007, between QUAKER CHEMICAL LIMITED, whose registered office is 100 New Bridge Street, London, EC4V 6JA (the "Company"), and MARK A. HARRIS (the "Manager"),

**WITNESSETH THAT**

WHEREAS, the Board of Directors of the Company's parent company, Quaker Chemical Corporation ("Quaker Chemical"), has determined that it is in the best interests of Quaker Chemical and its shareholders that Quaker Chemical and its subsidiaries be able to attract, retain, and motivate highly qualified management personnel and, in particular, that they be assured of continuity of management in the event of any actual or threatened change in control of Quaker Chemical;

WHEREAS, the Board of Directors of Quaker Chemical believes that the execution by Quaker Chemical and its subsidiaries of change in control agreements with certain management personnel, including the Manager, is an important factor in achieving this desired end;

WHEREAS, the Board of Directors of the Company also believes that the execution of a change in control agreement with the Manager is an important factor in achieving this desired end;

WHEREAS, the Manager is employed by the Company pursuant to an employment agreement dated August 8, 2006 to be effective June 12, 2006 (the "Employment Agreement"); and

WHEREAS, the Company considers that certain restrictions on the activities of the Manager are required to protect its business interests in the event his employment terminates;

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations and agreements contained herein and intending to be legally bound hereby, the Manager and the Company agree as follows:

**1. Term of Agreement.**

This Agreement shall become effective on January 1, 2007 (the "Effective Date"), and shall continue in effect through December 31, 2007, provided, however, that the term of this Agreement shall automatically be extended for one additional year beyond December 31, 2007 and successive one year periods thereafter, unless, not later than eighteen (18) months preceding the calendar year in which the term would otherwise automatically extend, the Company shall have given written notice to the Manager of intention not to extend this Agreement for an additional year, in which event this Agreement shall continue in effect until December 31 of the calendar year immediately preceding the calendar year in which the term would have otherwise automatically extended. Notwithstanding any such notice not to extend, if a Change in Control (as defined in Section 2) occurs during the original or extended term of this Agreement, this Agreement shall remain in effect after a Change in Control until all obligations of the parties hereto under this Agreement shall have been satisfied.

**2. Change in Control.**

As used in this Agreement, a “Change in Control” of Quaker Chemical shall be deemed to have occurred if:

(a) Any person (a “Person”), as such term is used in Sections 13(d) and 14(d) of the US Securities Exchange Act of 1934, as amended (the “Exchange Act”) (other than (i) Quaker Chemical and/or its wholly owned subsidiaries; (ii) any ESOP or other employee benefit plan of Quaker Chemical and any trustee or other fiduciary in such capacity holding securities under such plan; (iii) any corporation owned, directly or indirectly, by the shareholders of Quaker Chemical in substantially the same proportions as their ownership of stock of Quaker Chemical; or (iv) any other Person who, within the one year prior to the event which would otherwise be a Change in Control, is an executive officer of Quaker Chemical or any group of Persons of which he voluntarily is a part), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Quaker Chemical representing 30% or more of the combined voting power of Quaker Chemical’s then outstanding securities or such lesser percentage of voting power, but not less than 15%, as determined by the members of the Board of Directors of Quaker Chemical who are independent directors (as defined in the New York Stock Exchange, Inc. Listed Company Manual); provided, however, that a Change in Control shall not be deemed to have occurred under the provisions of this subsection (a) by reason of the beneficial ownership of voting securities by members of the Benoliel family (as defined below) unless and until the beneficial ownership of all members of the Benoliel family (including any other individuals or entities who or which, together with any member or members of the Benoliel family, are deemed under Sections 13(d) or 14(d) of the Exchange Act to constitute a single Person) exceeds 50% of the combined voting power of Quaker Chemical’s then outstanding securities;

(b) During any two-year period after the Effective Date, Directors of Quaker Chemical in office at the beginning of such period plus any new Director (other than a Director designated by a Person who has entered into an agreement with Quaker Chemical to effect a transaction within the purview of subsections (a) or (c)) whose election by the Board of Directors of Quaker Chemical or whose nomination for election by Quaker Chemical’s shareholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was previously so approved shall cease for any reason to constitute at least a majority of the Board;

(c) The consummation of (i) any consolidation or merger of Quaker Chemical in which Quaker Chemical is not the continuing or surviving corporation or pursuant to which Quaker Chemical’s voting common shares (the “Common Shares”) would be converted into cash, securities, and/or other property, other than a merger of Quaker Chemical in which holders of Common Shares immediately prior to the merger have the same proportionate ownership of voting shares of the surviving corporation immediately after the merger as they had in the Common Shares immediately before; or (ii) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all the assets or earning power of Quaker Chemical; or

(d) Quaker Chemical's shareholders or Quaker Chemical's Board of Directors shall approve the liquidation or dissolution of Quaker Chemical.

As used in this Agreement, "members of the Benoliel family" shall mean Peter A. Benoliel, his wife and children and their respective spouses and children, and all trusts created by or for the benefit of any of them.

**3. Entitlement to Change in Control Benefits; Certain Definitions.**

The Manager shall be entitled to the benefits provided in this Agreement in the event the Manager's employment with the Company or its affiliates is terminated under the circumstances described in (a) or (b) below (a "Covered Termination"), provided the Manager executes and does not revoke a Release (as defined below), if any, provided by the Company.

(a) A Covered Termination shall have occurred within the meaning of this subsection (a) in the event the Manager's employment with the Company or its affiliates is terminated within two (2) years following a Change in Control by:

- (i) The Company or its affiliates without Cause (as defined below); or
- (ii) Resignation of the Manager for Good Reason (as defined below).

(b) A Covered Termination shall have occurred within the meaning of this subsection (b) in the event the Manager's employment with the Company or its affiliates is terminated by the Company or its affiliates without Cause within six months prior to a Change in Control and the Manager reasonably demonstrates after such Change in Control that such termination was at the request or suggestion of any individual or entity who or which has taken steps reasonably calculated to effect such Change in Control.

The Manager shall have no rights to any payments or benefits under this Agreement in the event the Manager's employment with the Company and its affiliates is terminated (i) as a result of death or Disability (as defined below), or (ii) by the Company or its affiliates for Cause. Except as provided in subsection (b), in the event the Manager's employment is terminated for any reason prior to a Change in Control, the Manager shall have no rights to any payments or benefits under this Agreement and, after any such termination, this Agreement shall be of no further force or effect.

"Cause" shall mean (i) the Manager's willful and material breach of the employment agreement, if any, between the Manager and the Company (after having received notice thereof and a reasonable opportunity to cure or correct), (ii) dishonesty, fraud, willful malfeasance, gross negligence, or other gross misconduct, in each case relating to the performance of the Manager's employment with the Company or its affiliates which is materially injurious to the Company, or (iii) conviction of or plea of guilty to an indictable criminal offence, such Cause to be determined, in each case, by a resolution approved by at least two-thirds of the Directors of the Company after having afforded the Manager a reasonable opportunity to appear before the Board of Directors of the Company and present his position.

“Code” shall mean the US Internal Revenue Code of 1986, as amended, together with any applicable regulations thereunder.

“Disability” shall mean: (i) a physical or mental disability which, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and reasonably acceptable to the Manager or the Manager’s legal representative, or (ii) if the Company then has in effect a long-term disability plan covering employees generally, including the Manager, the definition of covered total and permanent “disability” set forth in such plan.

“Good Reason” shall mean any of the following actions without the Manager’s consent, other than due to the Manager’s death or Disability: (i) any reduction in the Manager’s base salary from that provided immediately before the Covered Termination or, if higher, immediately before the Change in Control; (ii) any reduction in the Manager’s bonus opportunity (including cash and noncash incentives) or increase in the goals or standards required to accrue that opportunity, as compared to the opportunity and goals or standards in effect immediately before the Change in Control; (iii) a material adverse change in the nature or scope of the Manager’s authorities, powers, functions, or duties from those in effect immediately before the Change in Control; (iv) a reduction in the Manager’s benefits from those provided immediately before the Change in Control, disregarding any reduction under a plan or program covering employees generally that applies to all employees covered by the plan or program; or (v) the Manager being required to accept a primary employment location which is more than twenty-five (25) miles from the location at which he primarily was employed during the ninety (90) day period prior to a Change in Control.

“Payment Date” shall mean (i) in the case of a Covered Termination described in Section 3(a), the last business day of the second month following the month in which the Manager’s Separation from Service occurs, subject to Section 9, or (ii) in the case of a Covered Termination described in Section 3(b), (A) the last business day of the second month following the month in which the Change in Control giving rise to such Covered Termination occurs, if the Change in Control is also a “change in control event” under Section 409A of the Code, or (B) the last business day of the eighth month following the month in which the Manager’s Separation from Service occurs, if such Change in Control is not a “change in control event” under Section 409A of the Code.

“Release” shall mean a release in the form of a Compromise Agreement meeting the requirements of the UK Employment Rights Act 1996 and any other relevant statutory provisions and otherwise in a form satisfactory to the Company which validly waives all contractual, statutory and other claims against the Company, Quaker Chemical, Quaker Chemical B.V. and all their affiliates with respect to all matters arising out of the Manager’s employment by the Company and its affiliates, or the termination thereof, including but not limited to claims for unfair dismissal and unlawful discrimination, that the Company provides to the Manager no later than (i) in the case of a Covered Termination described in Section 3(a), fourteen days after the date of the Manager’s



Covered Termination, or (ii) in the case of a Covered Termination described in Section 3(b), fourteen days after the date of the Change in Control giving rise to such Covered Termination. Notwithstanding any provision of this Agreement to the contrary, if the Company provides a Release to the Manager, the Manager shall not be entitled to any payments or benefits under this Agreement unless the Manager executes and does not revoke the Release, and an independent legal adviser instructed by the Manager certifies that they have advised the Manager on the terms and effect of the Release.

“Separation from Service” shall mean the Manager’s separation from service with the Company and its affiliates within the meaning of US Prop. Treas. Reg. §1.409A-1(h) or any successor thereto.

“Specified Employee” shall mean the Manager if he is a specified employee as defined in Section 409A of the Code as of the date of his Separation from Service.

#### **4. Severance Allowance.**

(a) Amount of Severance Allowance. In the event of a Covered Termination, the Company shall pay or cause to be paid to the Manager in cash a severance allowance (the “Severance Allowance”) equal to 1.5 times the sum of the amounts determined in accordance with the following paragraphs (i) and (ii):

- (i) An amount equivalent to the highest annualized base salary which the Manager was entitled to receive from the Company and its affiliates at any time during his employment prior to the Covered Termination; and
- (ii) An amount equal to the average of the aggregate annual amounts paid to the Manager under all applicable annual incentive compensation plans maintained by the Company and its affiliates (other than compensation relating to relocation expense; the grant, exercise, or settlement of stock options or performance incentive units or the sale or other disposition of shares received upon exercise or settlement of such options) during the three (3) calendar years prior to the year such Covered Termination occurs or, if higher, prior to the year such Change in Control occurs (provided, however, that (x) in determining the average amount paid under the annual incentive plan during such period there shall be excluded any year in which no amounts were paid to the Manager under that plan; and (y) there shall be excluded from such calculation any amounts paid to the Manager under any such incentive compensation plan as a result of the acceleration of such payments under such plan due to termination of the plan, a Change in Control, or a similar occurrence).

In no event shall any retention bonus or change in control or success fee be taken into account when determining the amount of the Severance Allowance hereunder.

(b) Payment of Severance Allowance. The Severance Allowance shall be paid to the Manager in a lump sum on the Payment Date.

**5. Outplacement and Welfare Benefits.**

(a) Outplacement. Subject to Section 6, for a period of one year following a Covered Termination of the Manager (or the Change in Control resulting in a Covered Termination, if later), the Company shall make or cause to be made available to the Manager, at its expense, outplacement counseling and other outplacement services comparable to those available for the Company's senior managers prior to the Change in Control.

(b) Welfare Benefits. Subject to Section 6, for a period of 18 months following a Covered Termination of the Manager (or the Change in Control resulting in a Covered Termination, if later), the Manager and the Manager's dependents shall be entitled to participate in the Company's death-in-service and medical insurance plans at the Company's expense, in accordance with and subject always to the terms of such plans at the time of such Covered Termination as if the Manager were still employed by the Company or its affiliates under this Agreement. If, however, death-in-service and medical insurance benefits are not paid or provided under any such plan to the Manager or his dependents because the Manager is no longer an employee of the Company or its subsidiaries, the Company itself shall, to the extent necessary, pay or otherwise provide for such benefits to the Manager and his dependents.

**6. Effect of Other Employment.**

In the event the Manager becomes employed (as defined below) during the period with respect to which benefits are continuing pursuant to Section 5:

(a) the Manager shall notify the Company not later than the day such employment commences; and (b) the benefits provided for in Section 5 shall terminate as of the date such employment commences. For the purposes of this Section 6, the Manager shall be deemed to have become "employed" by another entity or person only if the Manager becomes essentially a full-time employee of a person or an entity (not more than 30% of which is owned by the Manager and/or members of his family); and the Manager's "family" shall mean his parents, his siblings and their spouses, his children and their spouses, and the Manager's spouse and her parents and siblings. Nothing herein shall relieve the Company of its obligations for compensation or benefits accrued up to the time of termination provided for herein.

**7. Other Payments and Benefits.**

On the Payment Date, the Company shall pay or cause to be paid to the Manager the aggregate of:

(a) the Manager's earned but unpaid base salary through the Covered Termination at the rate in effect on the date of the Covered Termination, or if higher, at the rate in effect at any time during the 90-day period preceding the Change in Control;

(b) any unpaid bonus or annual incentive payable to the Manager in respect of the calendar year ending prior to the Covered Termination;

(c) any and all unpaid bonuses and annual incentive awards for the calendar year in which the Covered Termination occurs which would have been payable had (i) the Covered Termination not occurred in such calendar year, and (ii) the target level of performance been achieved for the calendar year; and

(d) the pro rata portion of any and all awards under the Company's long term incentive plan for the performance period(s) in which the Covered Termination occurs, said pro rata portion to be calculated on the fractional portion (the numerator of said fraction being the number of days between the first day of the applicable performance period and the date of the Covered Termination, and the denominator of which is the total number of days in the applicable performance period) of the amount of the award which would have been payable had (i) the Covered Termination not occurred, and (ii) the target level of performance been achieved for the applicable performance period.

It shall be a condition of receipt of the Severance Allowance that the Manager waives in a Release all rights to payment for or in lieu of notice, damages for loss of notice and to any redundancy payment, whether such rights arise under contract, statute or otherwise, and to the severance payment described in clause 6.1 of his Employment Agreement. The Manager shall be entitled to receive any other payments or benefits that the Manager is entitled to pursuant to the express terms of any compensation or benefit plan or arrangement of the Company or any of its affiliates; provided that: (x) the Severance Allowance (i) shall be in lieu of notice and any severance payments to which the Manager might otherwise be entitled under the terms of any severance pay plan, policy, or arrangement maintained by the Company or any of its affiliates or the employment agreement, if any, between the Manager and the Company or any of its affiliates, and (ii) shall be credited against any severance payments to which the Manager may be entitled by statute, including but not limited to payments for minimum notice, and statutory redundancy payments and any other payments or compensation arising in connection with the termination of his employment; (y) any annual incentive described in subsection (b) or (c) shall decrease (but not below zero) the amount of the annual incentive payable under Quaker Chemical's annual incentive plan (currently the 2001 Global Annual Incentive Plan) with respect to the same calendar year; and (z) any amount described in subsection (d) shall decrease (but not below zero) the amount of the analogous performance award payable under Quaker Chemical's long term incentive plan(s) (currently the 2001 and 2006 Long-Term Performance Incentive Plans) with respect to the same performance period(s).

**8. Death After Covered Termination.**

In the event the Manager dies after a Covered Termination occurs, (a) any payments due to the Manager under Section 4 and the first sentence of Section 7 and not paid prior to the Manager's death shall be made to the person or persons who may be designated by the Manager in writing or, in the event he fails to so designate, to the Manager's personal representatives, and (b) the Manager's dependents shall be eligible for the welfare benefits described in Section 5(b). Payments pursuant to subsection (a) shall be made on the later of (i) the date payment would have been made to the Manager without regard to Section 9, or (ii) the date of the Manager's death.

**9. Specified Employee.**

Notwithstanding any provision of this Agreement to the contrary, if the Manager is a Specified Employee, any payment or benefit under this Agreement that constitutes deferred compensation subject to Section 409A of the Code and for which the payment event is Separation from Service shall be not be made or provided before the date that is six months after the date of Manager's Separation from Service. Any payment or benefit that is delayed pursuant to this Section 9 shall be made or provided on the first business day of the seventh month following the month in which Manager's Separation from Service occurs. The provisions of this Section 9 shall apply only to the extent required to avoid Manager's incurrence of any additional tax or interest under Section 409A of the Code.

**10. Confidentiality and Noncompetition.**

In consideration of this Change in Control Agreement, the Manager agrees to be bound by the Confidentiality and Noncompetition provisions contained in Addendum 1 to this Agreement. The Manager further agrees that Addendum 1 to this Agreement supersedes and replaces Addendum 1 to the Manager's Employment Agreement dated 12 June 2006.

**11. Set-Off Mitigation.**

The Manager agrees that it shall be a term of the Release that he shall repay to the Company on demand and in full the Severance Allowance in the event that the Manager brings any claims or proceedings, whether statutory, contractual or otherwise, relating to his employment with the Company or its affiliates, or its termination, against the Company, any affiliate, its or their employees, officers or shareholders, whether in an Employment Tribunal, a County Court, a High Court or otherwise. The Manager agrees that this sum shall be recoverable as a debt, together with all costs, including legal costs, reasonably incurred by the Company or its affiliates in recovering the sum and/or in relation to any claims or proceedings so brought by the Manager. Notwithstanding this, in no event shall the Manager be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Manager under any of the provisions of this Agreement.

**12. Limitation on Payment Obligation.**

(a) For purposes of this Section 12, all terms capitalized but not otherwise defined herein shall have the meanings as set forth in Section 280G of the Code. In addition:

- (i) the term "Parachute Payment" shall mean a payment described in Section 280G(b)(2)(A) or Section 280G(b)(2)(B) of the Code (including, but not limited to, any stock option rights, stock grants, and other cash and noncash compensation amounts that are treated as payments under either such section) and not excluded under Section 280G(b)(4)(A) or Section 280G(b)(6) of the Code;
- (ii) the term "Reasonable Compensation" shall mean reasonable compensation for prior personal services as defined in Section 280G(b)(4)(B) of the Code and subject to the requirement that any such reasonable compensation must be established by clear and convincing evidence; and

(iii) the portion of the "Base Amount" and the amount of "Reasonable Compensation" allocable to any "Parachute Payment" shall be determined in accordance with Section 280G(b)(3) and (4) of the Code.

(b) Notwithstanding any other provision of this Agreement, each Parachute Payment to be made to or for the benefit of the Manager, whether pursuant to this Agreement or otherwise, with respect to a Change in Control shall be reduced if and to the extent necessary so that the aggregate Present Value of all such Parachute Payments shall be at least one dollar (\$1.00) less than the greater of (i) three times the Manager's Base Amount and (ii) the aggregate Reasonable Compensation allocable to such Parachute Payments. Unless otherwise agreed by the Manager and the Company, any reduction in Parachute Payments caused by reason of this subsection (b) shall be made proportionately with respect to each such Parachute Payment.

This subsection (b) shall be interpreted and applied to limit the amounts otherwise payable to the Manager under this Agreement or otherwise only to the extent required to avoid any material risk of the imposition of excise taxes on the Manager under Section 4999 of the Code or the disallowance of a deduction to the Company under Section 280G(a) of the Code. In the making of any such interpretation and application, the Manager shall be presumed to be a disqualified individual for purposes of applying the limitations set forth in this subsection (b) without regard to whether or not the Manager meets the definition of disqualified individual set forth in Section 280G(c) of the Code. In the event that the Manager and the Company are unable to agree as to the application of this subsection (b), the Company's independent auditors shall select independent tax counsel to determine the amount of such limits. Such selection of tax counsel shall be subject to the Manager's consent, provided that the Manager shall not unreasonably withhold his consent. The determination of such tax counsel under this Section 12 shall be final and binding upon the Manager and the Company.

(c) Notwithstanding any other provision of this Agreement, no payment shall be made hereunder to or for the benefit of the Manager if and to the extent that such payments are determined to be illegal.

**13. Notices.**

Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing, and if hand delivered or if sent by registered or certified mail, if to the Manager, at the last address he had filed in writing with the Company or if to the Company, at its principal executive offices. Notices, requests, etc. shall be effective when actually received by the addressee or at such address.

**14. Withholding.**

Notwithstanding any provision of this Agreement to the contrary, the Company may, to the extent required by law, withhold applicable income tax and National Insurance contributions from any payments due to the Manager hereunder or under the Release.

**15. Assignment and Benefit.**

(a) This Agreement is personal to the Manager and shall not be assignable by the Manager, by operation of law, or otherwise without the prior written consent of the Company otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Manager's heirs and legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns, including, without limitation, any affiliate of the Company to which the Company may assign any of its rights hereunder; provided, however, that no assignment of this Agreement by the Company, by operation of law, or otherwise shall relieve it of its obligations hereunder except an assignment of this Agreement to, and its assumption by, a successor pursuant to subsection (c).

(c) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, operation of law, or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, but, irrespective of any such assignment or assumption, this Agreement shall inure to the benefit of and be binding upon such a successor. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid.

**16. Governing Law.**

This Agreement is governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**17. Entire Agreement; Amendment.**

(a) This Agreement supersedes the Change in Control Agreement entered into between the Manager and Quaker Chemical on January 1, 2001, which agreement shall be null and void as of the earliest of the Effective Date, the day and year first above written, or the date set forth in such agreement.

(b) Except for the Employment Agreement and the change in control provisions set forth in Quaker Chemical's annual incentive plan and long term incentive plans, this Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof. The Manager understands and acknowledges that Quaker Chemical's severance plan, annual incentive plan and long term incentive plans are hereby amended with respect to the Manager to avoid duplication of benefits, as provided in Section 7. The Manager further acknowledges that the Employment Agreement has been amended by this Change in Control Agreement to the extent set out herein, and that in the event of any inconsistency between the Employment Agreement and this Change in Control Agreement, the terms of the Change in Control Agreement shall prevail.

(c) The Company reserves the right to unilaterally amend this Agreement without the consent of the Manager to the extent the Compensation/Management Development Committee of Quaker Chemical's Board of Directors (in its sole discretion) determines is necessary or appropriate to avoid the additional tax under Section 409A(a)(1)(B) of the Code; otherwise, this Agreement may not be altered or amended except by an agreement in writing executed by the Company and the Manager.

**18. No Waiver.**

The failure to insist upon strict compliance with any provision of this Agreement by any party shall not be deemed to be a waiver of any future noncompliance with such provision or of noncompliance with any other provision.

**19. Severability.**

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

**20. Indemnification.**

The Company shall defend and hold the Manager harmless to the fullest extent permitted by applicable law in connection with any claim, action, suit, investigation or proceeding arising out of or relating to performance by the Manager of services for, or action of the Manager as a director, officer or employee of the Company or any parent, subsidiary or affiliate of the Company, or of any other person or enterprise at the Company's request. Expenses incurred by the Manager in defending such a claim, action, suit or investigation or criminal proceeding shall be paid by the Company in advance of the final disposition thereof upon the receipt by the Company of an undertaking by or on behalf of the Manager to repay said amount unless it shall ultimately be determined that the Manager is entitled to be indemnified hereunder; provided, however, that this shall not apply to a nonderivative action commenced by the Company or Quaker Chemical against the Manager.

IN WITNESS WHEREOF, the Manager has hereunto set his hand and the Company has caused these presents to be executed in its name and on its behalf and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

MANAGER

/s/ Mark A. Harris

Mark A. Harris

QUAKER CHEMICAL LIMITED

By: /s/ Ed ten Duis

Ed ten Duis

Title: Managing Director

ATTEST:

/s/ Mike Flower

Mike Flower



## ADDENDUM 1

### DECLARATION OF SECRECY AND NON-COMPETITION

(a) Confidential Information. The Manager acknowledges that information concerning the method and conduct of the Company's, Quaker Chemical's and any of their direct and indirect affiliates (collectively, "Quaker")' business, including, without limitation, strategic and marketing plans, budgets, corporate practices and procedures, financial statements, customer and supplier information, formulae, formulation information, application technology, manufacturing information, and laboratory test methods and all of Quaker's manuals, documents, notes, letters, records, and computer programs are Quaker's trade secrets ("Trade Secrets") and are the sole and exclusive property of Quaker. The Manager agrees that at no time during or following his employment with the Company or any affiliate will he use, divulge, or pass on, directly or through any other individual or entity, any Trade Secrets. Upon termination of the Manager's employment with the Company and its affiliates, or at any other time upon the Company's request, and regardless of the reason for the termination of the Manager's employment hereunder, the Manager agrees to forthwith surrender to the Company any and all materials in his possession or control which constitute or contain any Trade Secrets. The term "Trade Secrets" as used herein does not include information that is in the public domain through no fault of the Manager.

(b) Non-competition. The Manager agrees that during his employment and for a period of one (1) year thereafter, regardless of the reason for the termination of the Manager's employment, he will not within the Prohibited Area:

- (i) directly or indirectly, together or separately or with any third party, whether as an individual proprietor, partner, stockholder, officer, director, joint venturer, investor, or in any other capacity whatsoever actively engage in business or assist anyone or any firm in business as a manufacturer, seller, or distributor of specialty chemical products or chemical management services which are the same, like, similar to, or which compete with the products and services offered by the Company, Quaker Chemical or any of their affiliates during the twelve months immediately preceding the date on which his employment terminates, PROVIDED ALWAYS that the provisions of this paragraph shall apply only in respect of those products or services with which the Manager was either personally concerned or for which he was responsible while employed by the Company during the twelve months immediately preceding the date on which his employment terminates;
- (ii) recruit or solicit any Employee of the Company, Quaker Chemical or any of their affiliates, or otherwise induce any Employee to leave the employ of the Company, Quaker Chemical or any of their affiliates, in order to become an employee or be otherwise engaged by his or any firm, corporation, business or other entity with which he is or may become associated; or

- (iii) solicit, directly or indirectly, for himself or as agent or employee of any person, partnership, corporation, or other entity (other than for the Company), any Customer or Supplier of the Company with the intent of actively engaging in business which would cause competitive harm to the Company, Quaker Chemical or any of their affiliates.

In this clause (b), the following terms have the following meanings:

- (iv) "Customer" means any person, firm, company or other organisation whatsoever to whom the Company, Quaker Chemical or any of their affiliates has supplied goods or services and (a) with whom the Manager had personal contact or dealings on behalf of the Company, Quaker Chemical or any of their affiliates during the twelve months immediately preceding the date on which his employment terminates, or (b) for whom he was in a client management capacity directly responsible during the twelve months immediately preceding the date on which his employment terminates;
- (v) "Employee" means any person who was employed by the Company, Quaker Chemical or any of their affiliates for at least three months prior to and on the date on which the Manager's employment terminates and with whom the Manager had material contact or dealings in performing his duties of employment and (a) who had material contact with customers or suppliers of the Company, Quaker Chemical or any of their affiliates in performing his or her duties of employment with the Company, Quaker Chemical or any of their affiliates; and / or (b) who was a member of the management team of the Company, Quaker Chemical or any of their affiliates; and / or (c) who was a member of the research and development team of the Company, Quaker Chemical or any of their affiliates;
- (vi) "Prohibited Area" means (a) the United Kingdom, and (b) any other country in the world where, on the date on which the Manager's employment terminates, the Company, Quaker Chemical or any of their affiliates develop, sell, supply, manufacture or research their products or services, or where the Company, Quaker Chemical or any of their affiliates intend within three months following the date on which the Manager's employment terminates to develop, sell, supply, manufacture or research their products or services and in respect of which the Manager has been responsible (whether alone or jointly with others), concerned or active on behalf of the Company, Quaker Chemical or any of their affiliates during any part of the twelve months immediately preceding the date on which his employment terminates; and
- (vii) "Supplier" means any person, company, business entity or other organisation whatsoever who (a) has supplied goods or services to the Company, Quaker Chemical or any of their affiliates during any part of the twelve months immediately preceding the date on which the Manager's employment terminates; or (b) has agreed prior to the date

on which his employment terminates to supply goods or services to the Company, Quaker Chemicals or any of their affiliates to commence at any time in the twelve months following the date on which his employment terminates; or (c) as at the date on which his employment terminates, supplies goods or services to the Company, Quaker Chemical or any of their affiliates under an exclusive contract or arrangement between that supplier and the Company, Quaker Chemical or any of their affiliates.

(c) Remedies. The Manager agrees and recognizes that in the event of a breach or threatened breach of the provisions of the restrictive covenants contained in this Addendum 1, the Company, Quaker Chemical or any of their affiliates shall be entitled to seek equitable remedies, including injunctive relief in any court of applicable jurisdiction. The Company, Quaker Chemical or any of their affiliates may also seek monetary damages. Furthermore, if a court determines that the Manager has breached any of the provisions of this Addendum 1, the Company's obligations to pay amounts and continue the benefits under this Agreement to the Manager (and his dependents) shall immediately terminate.

(d) Affiliates. In relation to its affiliates (including but not limited to Quaker Chemical), the Company contracts as trustee and agent for the benefit of each such affiliate. The Manager agrees that, if required to do so by the Company, he will enter into covenants in the same terms as those set out in paragraphs (b) (i) to (iii) hereof directly with all or any of such affiliates, mutatis mutandis. If the Manager fails, within 7 days of receiving such a request from the Company, to sign the necessary documents to give effect to the foregoing, the Company shall be entitled, and is hereby irrevocably and unconditionally authorised by the Manager, to execute all such documents as are required to give effect to the foregoing, on the Manager's behalf.

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER OF THE COMPANY PURSUANT TO RULE 13A-14(A) OF THE SECURITIES EXCHANGE  
ACT OF 1934**

I, Ronald J. Naples, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Quaker Chemical Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2007

/s/ Ronald J. Naples  
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Ronald J. Naples  
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER OF THE COMPANY PURSUANT TO RULE 13A-14(A) OF THE SECURITIES EXCHANGE  
ACT OF 1934**

I, Mark A. Featherstone, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Quaker Chemical Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2007

/s/ Mark A. Featherstone  
Mark A. Featherstone  
Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350**

The undersigned hereby certifies that the Form 10-Q Quarterly Report of Quaker Chemical Corporation (the "Company") for the quarterly period ended March 31, 2007 filed with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 4, 2007

/s/ Ronald J. Naples

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Ronald J. Naples

Chief Executive Officer of Quaker Chemical Corporation

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350**

The undersigned hereby certifies that the Form 10-Q Quarterly Report of Quaker Chemical Corporation (the "Company") for the quarterly period ended March 31, 2007 filed with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 4, 2007

/s/ Mark A. Featherstone

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Mark A. Featherstone

Chief Financial Officer of Quaker Chemical Corporation