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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 12, 2017

VALVOLINE INC.

(Exact name of registrant as specified in charter)

Kentucky

(State of Incorporation or Organization)

001-37884

(Commission File Number)

30-0939371

(IRS Employer Identification No.)

100 Valvoline Way

Lexington, Kentucky 40509

(Address of principal executive offices)

(859) 357-7777

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.01. Changes in Control of Registrant.

Valvoline Inc. (the “Company”) today announced that on May 12, 2017 Ashland Global Holdings Inc. (“Ashland”) completed the previously announced distribution of 170,000,000 shares of common stock of Valvoline as a pro rata dividend on shares of Ashland common stock outstanding at the close of business on the record date of May 5, 2017 (the “Final Distribution”). Based on the shares of Ashland common stock outstanding as of May 5, 2017, the record date for the distribution, each share of Ashland common stock received 2.745338 shares of Valvoline common stock in the distribution.

Immediately prior to the distribution, Ashland owned 170,000,000 shares of Valvoline common stock, representing approximately 83% of the outstanding shares of Valvoline common stock. Effective upon the distribution, Ashland no longer owns any shares of Valvoline common stock.

A copy of the news release is attached as Exhibit 99.1.

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

On May 12, 2017, in connection with the Final Distribution, the Company entered into a new change in control agreement with Samuel J. Mitchell, Jr., the Company’s Chief Executive Officer (the “CEO Change in Control Agreement”). The CEO Change in Control Agreement replaces Mr. Mitchell’s prior change in control agreement entered into with Ashland Inc., dated October 12, 2015. The CEO Change in Control Agreement has a two-year term and will automatically renew for successive one-year periods on the first day of each month, unless either party provides 15 days’ prior written notice, in which case the agreement will terminate at the end of the next succeeding one-year period. The term of the agreement will automatically continue for a period of two years in the event of a change in control of the Company.

Pursuant to the CEO Change in Control Agreement, if Mr. Mitchell’s employment is terminated without cause or he resigns for good reason within the two-year period following a change in control of the Company, then he will be entitled to receive: (1) severance in an aggregate amount equal to three times the sum of his highest annual base compensation and highest target annual incentive compensation opportunity in respect of the three fiscal years preceding the fiscal year in which the termination occurs; (2) continued participation in the Company’s medical, dental and group life plans through December 31 of the third calendar year following the calendar year in which the termination occurs; and (3) outplacement services and financial planning services for one year after the termination. In addition, Mr. Mitchell will be entitled to full payment in cash of any outstanding performance units, based on target level performance, a prorated payment of his annual incentive compensation for the fiscal year in which the termination occurs, based on target level performance, and accelerated vesting of all outstanding stock options, stock appreciation rights, restricted shares and restricted stock units. The CEO Change in Control Agreement requires Mr. Mitchell to comply with certain restrictive covenants following the termination of his employment without cause or his resignation for good reason.

On May 12, 2017, in connection with the Final Distribution, the Company also adopted a form of change in control agreement for its executive officers other than Mr. Mitchell (the “Executive Officer Change in Control Agreement”), and entered into agreements substantially consistent with the terms of the Executive Officer Change in Control Agreement with each of Mary E. Meixelsperger, Thomas A. Gerrald II, Frances E. Lockwood, Heidi J. Matheys, Craig A. Moughler, Julie M. O’Daniel, Anthony R. Puckett, Sara K. Strensrud, and Victor T. Rios.

The Executive Officer Change in Control Agreement has a two-year term and will automatically renew for a successive one-year period at the end of its initial two-year term unless either party provides 15 days’ advance written notice. Thereafter the term of the agreement will automatically renew for successive one-year periods on the first day of each month, unless either party provides 15 days’ prior written notice, in which case the agreement will terminate at the end of the next succeeding one-year period. The term of the agreement will automatically continue for a period of two years in the event of a change in control of the Company.

Pursuant to the Executive Officer Change in Control Agreement, if the applicable executive officer is terminated without cause or he or she resigns for good reason within the six-month period prior to, or within the two-year period following, a change in control of the Company, then the executive officer will be entitled to receive: (1) severance in an aggregate amount equal to two times the sum of the executive officer’s annual base compensation and target annual incentive compensation opportunity as in effect as of the termination (or as in effect as of the change in control of the Company, if greater); (2) continued participation in the Company’s medical, dental and group life plans during the two-year period immediately following the termination; and (3) outplacement services and financial planning services for one year after the termination. In addition, the executive officers will be entitled to full payment in cash of any outstanding performance units, based on target level performance, a prorated payment of their annual incentive compensation for the fiscal year in which the termination occurs, based on target level performance, and accelerated vesting of all outstanding stock options, stock appreciation rights, restricted shares and restricted stock units. The foregoing severance payments and benefits are subject to the executive officer’s execution of a release of claims against the Company. The Executive Officer Change in Control Agreements require the executive officers to comply with certain restrictive covenants following a termination of employment for any reason.

On May 12, 2017, in connection with the Final Distribution, the Company also adopted the Valvoline Change in Control Severance Plan which provides for the same severance payments and benefits as the Executive Officer Change in Control Agreements in the event a participant is terminated without cause or the participant resigns for good reason within the six-month period prior to, or within the two-year period following, a change in control of the Company. No employee may participate in the plan unless and until the board of directors of the Company or a committee thereof designates the employee a participant and the employee enters into a participation agreement. No employees participate in the Valvoline Change in Control Severance Plan as of the date of this report.

On May 12, 2017, in connection with the Final Distribution, the Company also adopted the Valvoline Severance Pay Plan which provides certain employees, including Mr. Mitchell and the Company's other executive officers, with certain severance payments and benefits in the event of a termination of employment without cause or a resignation for good reason under certain circumstances outside the context of a change in control of the Company. Mr. Mitchell is entitled to 104 weeks' of base pay and continued benefits coverage under the plan, in addition to a prorated annual incentive payment based on actual performance through the end of the performance period and up to \$25,000 of outplacement services. The Company's other executive officers are entitled to 78 weeks' of base pay and continued benefits coverage under the plan, in addition to a prorated annual incentive payment based on actual performance through the end of the performance period and up to \$15,000 of outplacement services.

On May 12, 2017, in connection with the Final Distribution, the Company also adopted form Performance Unit, Stock Appreciation Right, Restricted Stock Unit and Cash-Settled Restricted Stock Unit award agreements for awards granted under the 2016 Valvoline Inc. Incentive Plan.

The foregoing description of the forms of CEO Change in Control Agreement and Executive Officer Change in Control Agreement, the Valvoline Change in Control Severance Plan, the Valvoline Severance Pay Plan and the forms of award agreements is not complete and is qualified in its entirety by reference to the complete forms of CEO Change in Control Agreement and Executive Officer Change in Control Agreement, the Valvoline Change in Control Plan, the Valvoline Severance Pay Plan and the forms of award agreements attached as Exhibits 10.1 through 10.8 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of CEO Change in Control Agreement
10.2	Form of Executive Officer Change in Control Agreement
10.3	Valvoline Change in Control Severance Plan
10.4	Valvoline Severance Pay Plan
10.5	Form of Performance Unit Award Agreement
10.6	Form of Stock Appreciation Right Award Agreement
10.7	Form of Restricted Stock Unit Agreement
10.8	Form of Restricted Stock Unit Agreement (Cash-Settled)
99.1	News Release dated May 15, 2017

SIGNATURES

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 hereunto duly authorized.

VALVOLINE INC.

Date: May 15, 2017

By: /s/ Julie M. O' Daniel

Name: Julie M. O' Daniel

Title: Senior Vice President, General Counsel
& Corporate Secretary

EXHIBIT INDEX

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May 15, 2017

Samuel J. Mitchell, Jr.
300 Culpepper Road
Lexington, KY 40502

Dear Sam:

RE: Change in Control Agreement

Valvoline Inc. ("Valvoline") considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company (as defined below) and its shareholders. In this regard, the Company recognizes that, as is the case with many publicly-held corporations, the possibility of a Change in Control of the Company (as defined below) does exist and that such possibility, and the uncertainty and questions which a Change in Control of the Company may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders. In addition, difficulties in attracting and retaining new senior management personnel may be experienced. Accordingly, on the basis of the recommendation of the Compensation Committee of the Board (as defined below), the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of certain members of the Company's management, including you, to their assigned duties without distraction in the face of the potentially disruptive circumstances arising from the possibility of a Change in Control of the Company.

In order to encourage you to remain in the employ of the Company, this Agreement sets forth those benefits which the Company will provide to you in the event your employment with the Company terminates after or as a result of a Change in Control of the Company under the circumstances specified in this Agreement.

SECTION A. DEFINITIONS

1. "Agreement" shall mean this letter agreement, which is a complete, entire and immediate substitute for any prior agreement you may have had with the Company addressing the benefits you would receive in the event of your termination from employment with the Company as a result of a Change in Control of the Company, including your Change in Control Agreement with Ashland Inc. dated October 12, 2015.

2. "Board" shall mean the Company's Board of Directors.

3. "Cause" shall occur hereunder only upon:

(a) the willful and continued failure by you to substantially perform your duties with the Company (other than any such failure resulting from your incapacity due to

physical or mental illness or injury) after a written demand for substantial performance is delivered to you by the Board which specifically identifies the manner in which the Board believes that you have not substantially performed your duties;

(b) the willful engaging by you in gross misconduct materially and demonstrably injurious to the Company after a written demand to cease such misconduct is delivered to you by the Board; or

(c) your conviction of or the entering of a plea of nolo contendere to the commission of a felony involving moral turpitude.

For purposes of this paragraph 3, no act, or failure to act, on your part shall be considered "willful" unless done, or omitted to be done, by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company. Notwithstanding the foregoing, you shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose, alone or in conjunction with any other purpose, (after at least 20 days prior notice to you and an opportunity for you, together with your counsel, to be heard before the Board), finding that in the good faith opinion of the Board you failed to perform your duties or engaged in misconduct as set forth above in subparagraph (a) or (b) of this paragraph, and that you did not correct such failure or cease such misconduct after being requested to do so by the Board, or as set forth in subparagraph (c) of this paragraph, finding that you have been convicted of or have entered a plea of nolo contendere to the commission of a felony involving moral turpitude.

4. "Change in Control of the Company" shall be deemed to have occurred if:

(a) there shall be consummated:

(i) any consolidation or merger of the Company (a "Business Combination"), other than a consolidation or merger of the Company into or with a direct or indirect wholly-owned subsidiary, in which the shareholders of the Company own, directly or indirectly, less than 50% of the then outstanding shares of common stock of the Business Combination that are entitled to vote generally for the election of directors of the Business Combination or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have substantially the same proportionate ownership of common stock of the surviving corporation immediately after the merger; or

(ii) any sale, lease, exchange or transfer (in one transaction or a series of related transactions) of all or substantially all the assets of the Company, provided, however, that no sale, lease, exchange or other transfer of all or

substantially all the assets of the Company shall be deemed to occur unless assets constituting 80% of the total assets of the Company are transferred pursuant to such sale, lease, exchange or other transfer;

(b) the shareholders of the Company shall approve any plan or proposal for the liquidation or dissolution of the Company;

(c) any Person, other than the Company or a Subsidiary thereof or any employee benefit plan sponsored by the Company or a Subsidiary thereof, shall become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing in special circumstances) having the right to vote in the election of directors, as a result of a tender or exchange offer, open market purchases, privately-negotiated purchases or otherwise, without the approval of the Board; or

(d) at any time during a period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board shall cease for any reason to constitute at least a majority thereof, unless the election or the nomination for election by the Company's shareholders of each new director during such two-year period was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such two-year period.

(e) Notwithstanding the foregoing, a "Change in Control of the Company" shall not be deemed to have occurred by virtue of:

(i) the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Common Stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions;

(ii) the repurchase by the Company of outstanding shares of Common Stock or other securities pursuant to a tender or exchange offer; or

(iii) the consummation of the transaction, or series of transactions, initially approved in principle by the Ashland Inc. Board of Directors on September 16, 2015, intended to separate the Valvoline business from Ashland Inc.'s specialty chemicals business and create two independent, publicly traded companies.

5. "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act, as amended.

6. "Common Stock" shall mean the common stock, par value \$.01 per share, of the Company.

7. "Company" shall mean Valvoline and any successor to its business and/or assets which executes and delivers the agreement provided for in Section D, paragraph 1 hereof or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

8. "Competitive Activity" shall have the meaning as set forth in Section C, paragraph 4.

9. "Competitive Operation" shall have the meaning as set forth in Section C, paragraph 4.

10. "Confidential Information" shall mean information relating to the Company's, its divisions' and Subsidiaries' and their successors' business practices and business interests, including, but not limited to, customer and supplier lists, business forecasts, business and strategic plans, financial and sales information, information relating to products, process, equipment, operations, marketing programs, research, or product development, engineering records, computer systems and software, personnel records or legal records.

11. "Cutback" shall have the meaning as set forth in Section D, paragraph 18.

12. "Date of Termination" shall mean:

(a) if this Agreement is terminated for Disability, thirty (30) days after the Notice of Termination is given by the Company to you (provided that you shall not have returned to the performance of your duties on a full-time basis during such thirty (30) day period);

(b) if your employment is terminated for Good Reason by you, the date specified in the Notice of Termination you provide to the Company, which must be no more than 90 days after the date on which notice of your intent to terminate your employment for Good Reason is provided to the Company, as provided in Section A paragraph 15, and Section C, paragraph 2(b) herein; or

(c) if your employment is terminated for any other reason, the date on which a Notice of Termination is received by you unless a later date is specified.

For purposes of applying the provisions of this paragraph 12, except in the case of Disability, your employment is terminated when you stop performing active service for the Company, which shall be deemed to occur when it is reasonably anticipated that your services to the Company will permanently decrease to 20% or less of the average amount of services you performed for the Company during the immediately preceding 36 month period (or your total employment if less than 36 months).

13. "Disability" shall occur when: if, as a result of your incapacity due to physical or mental illness or injury, you shall have been absent from your duties with the Company for six (6) consecutive months and shall not have returned to full-time performance of your duties within thirty (30) days after written notice is given to you by the Company.

14. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

15. "Good Reason" shall mean the occurrence of any of the following without your express written consent:

(a) a significant diminution of your positions, duties, responsibilities or status with the Company as in effect immediately prior to a Change in Control of the Company, or a diminution in your titles or offices as in effect immediately prior to a Change in Control of the Company or any removal of you from, or any failure to reelect you to, any of such positions following a Change in Control of the Company;

(b) a reduction of fifteen (15) percent or more to your base salary in effect immediately prior to a Change in Control of the Company;

(c) the failure by the Company to continue in effect any incentive plan or arrangement (including without limitation, the Company's Incentive Compensation plan, annual bonus and contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which you are participating at the time of a Change in Control of the Company (or to substitute and continue other plans or arrangements providing you with substantially similar benefits), except as otherwise required by the terms of such plans as in effect at the time of any Change in Control of the Company, or the taking of any action by the Company which would adversely affect your participation in or materially reduce your benefits under any such plan;

(d) the failure by the Company to continue in effect any plan or arrangement to receive securities of the Company (including, without limitation, any plan or arrangement to receive and exercise stock options, stock appreciation rights, restricted stock or grants thereof or to acquire stock or other securities of the Company) in which you are participating at the time of a Change in Control of the Company (or to substitute and continue plans or arrangements providing you with substantially similar benefits), except as otherwise required by the terms of such plans as in effect at the time of any Change in Control of the Company; or the taking of any action by the Company which would adversely affect your participation in or materially reduce your benefits under any such plan;

(e) the relocation after a Change in Control of the Company of your principal place of business to a location that exceeds a 50 mile radius from your principal place of business before the Change in Control of the Company, except for required travel on

the Company's business to an extent substantially consistent with your business travel obligations as of immediately prior to such Change in Control of the Company;

(f) any breach by the Company of any material provision of this Agreement; or

(g) any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company as described in Section D, paragraph 1.

Provided that the Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the act(s) alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such act(s), as provided under Section C, paragraph 2(a) herein, and the Company fails to cure such acts within thirty (30) days of receipt of such notice. Further, if the Company fails to cure such act(s) within this thirty (30) day period, then Employee must exercise the right to terminate Employee's employment for Good Reason within sixty (60) days thereafter, in order for the termination to be for Good Reason.

16. "Notice of Good Reason" shall mean a written notice which shall indicate the specific provision(s) in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment for "Good Reason" under the provision(s) so indicated.

17. "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated. For purposes of applying the provisions of this paragraph 17, the determination of when your employment is terminated shall be made consistent with the Section 409A Provisions and the provisions of Section A, paragraph 12.

18. "Person" shall have the meaning as set forth in the Sections 13(d) and 14(d)(2) of the Exchange Act.

19. "Qualifying Termination" shall mean the termination of your employment after a Change in Control of the Company while this Agreement is in effect, unless such termination is (a) by reason of your death or Disability, (b) by the Company for Cause, or (c) by you other than for Good Reason.

20. "Section 409A Provisions" shall mean those statutory provisions of the Internal Revenue Code of 1986 (as amended) contained in §409A thereof and the guidance promulgated by the U.S. Department of Treasury or any subdivision thereof interpreting §409A.

21. "Subsidiary" shall mean any corporation of which more than 20% of the outstanding capital stock having ordinary voting power to elect a majority of the board of

directors of such corporation (irrespective of whether or not at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by the Company, by the Company and one or more other Subsidiaries, or by one or more other Subsidiaries.

SECTION B. TERM AND BENEFITS

This Agreement shall be in effect for two (2) years from the date you accept this Agreement and shall automatically renew for successive one (1) year periods on the first day of each month. This Agreement may be terminated by either party provided that at least fifteen (15) days advance written notice is given by either party to the other party hereto prior to the commencement of the next succeeding one (1) year period, in which case the Agreement shall terminate at the end of such next succeeding one (1) year period. During the term of employment hereunder, you agree to devote your full business time and attention to the business and affairs of the Company and to use your best efforts, skills and abilities to promote its interests.

This Agreement shall automatically terminate, without additional notice, in the event of your death, Disability, or upon the effective date of your retirement in the event you retire at your election or in accordance with the Company's generally applicable retirement policies, as in effect from time to time. Notwithstanding the first sentence of this paragraph and the first and second sentences of this Section B, if a Change in Control of the Company should occur while you are still an employee of the Company and while this Agreement is in effect, then this Agreement shall continue in effect from the date of such Change in Control of the Company for a period of two years. No benefits shall be payable hereunder unless there shall have been a Change in Control of the Company and your employment by the Company shall thereafter terminate in accordance with Section C hereof.

SECTION C. TERMINATION FOLLOWING CHANGE IN CONTROL

1. Qualifying Termination. If your termination is a Qualifying Termination, you shall be entitled to receive the payments and benefits provided in this Section.

2. Required Notices.

(a) Notice of Good Reason. Notice of Good Reason following a Change in Control of the Company, as provided for in Section A, paragraphs 15 and 16, shall be communicated by written Notice of Good Reason to the Company within the time limits provided in Section A, paragraph 15, and shall not be effective without such timely Notice of Good Reason.

(b) Notice of Termination. Any termination of your employment following a Change in Control of the Company shall be communicated by written Notice of Termination to the other party hereto. No termination shall be effective without such Notice of Termination.

3. Compensation Upon Termination After a Change in Control.

(a) If your termination is a Qualifying Termination, then as consideration for and subject to your obligation to abide by the provisions contained in Section C, paragraph 4 (a) and (b) of this Agreement following a Qualifying Termination, the Company shall pay to you as severance pay (and without regard to the provisions of any benefit or incentive plan) an amount equal to three (3) times the sum of (i) your highest annual base compensation plus (ii) the highest target annual incentive compensation (expressed as a percentage of base compensation for all applicable incentive compensation plans) in respect of the three (3) fiscal years preceding the fiscal year in which your Date of Termination occurs.

(b) If your termination is a Qualifying Termination, the Company shall, in addition to the payments required by the preceding paragraph:

(i) provide for continuation of your and your eligible dependents' participation at regular employee rates, in effect from time to time, in all of the Company's medical, dental and group life plans or programs in which you were participating immediately prior to your Date of Termination for a period ending on the December 31 of the third calendar year following the calendar year in which your Date of Termination occurred and any entitlement to COBRA continuation coverage under the medical and dental plans shall run concurrently with said period; provided, however, that said continuation of coverage in the medical and dental plans during all or part of such period shall be charged at the full cost for such coverage (meaning the active employee contribution and the Company's contribution) if the charging of active employee rates for such coverage during all or part of such period would result in a violation of the Section 409A Provisions. In the event that your continued participation in any such plan or program is for whatever reason impossible, the Company shall at that time, or at the earliest time permitted that will not trigger a tax or penalty under the Section 409A Provisions, arrange upon comparable terms to provide you with benefits substantially equivalent on an after-tax basis to those which you and your eligible dependents are, or become, entitled to receive under such plans and programs;

(ii) provide for payment in cash of any performance unit/share awards in existence on your Date of Termination, calculated at target performance, less any amounts paid to you under the applicable performance unit/share plan upon a Change in Control of the Company pursuant to the provisions of such plan;

(iii) provide for payment in cash of any incentive compensation (a) earned for the fiscal year during which the Change in Control of the Company occurred and any prior fiscal years for which you have not yet received payment, and (b) payment of the pro-rata portion (through your Date of Termination) of any incentive compensation for the fiscal year in which your Date of Termination

occurs calculated on the basis of the target bonus percentage of base compensation in the applicable incentive compensation plan (or plans);

(iv) provide benefits or compensation under any compensation plan, arrangement or agreement not in existence as of the date hereof but which may be established by the Company prior to your Date of Termination at such time as payments are made thereunder to the same extent as if you had been a full-time employee on the date such payments would otherwise have been made or benefits vested;

(v) for one (1) year after your Date of Termination, provide and pay for outplacement services, by a firm reasonably acceptable to you, consistent with those that have historically been offered to displaced employees generally by the Company under substantially the same terms and fee structure (but limited in an amount not to exceed fifteen (15) percent of your annual base compensation for the year in which your Date of Termination occurs or fifteen (15) percent of your annual base compensation as of immediately before the Change in Control of the Company, if greater) as is consistent with an employee in your then current position (or, if higher, your position immediately prior to the Change in Control of the Company);

(vi) for one (1) year after your Date of Termination, provide and pay for financial planning services, by a firm reasonably acceptable to you, that have historically been offered to you under substantially the same terms and fee structure as is consistent with an employee in your then current position (or, if higher, your position immediately prior to the Change in Control of the Company);

(vii) pay to you an amount equal to the value of all unused, earned and accrued vacation as of your Date of Termination pursuant to the company's policies in effect immediately prior to the Change in Control of the Company; and

(viii) provide for the immediate vesting of all stock options, restricted stock, restricted stock units and stock appreciation rights held by you, as of your Date of Termination, under any Company incentive compensation plan or other stock option plan and stock appreciation rights plan, and all such stock options and stock appreciation rights shall be exercisable for the remaining terms of the said options and rights. In the event such immediate vesting is not permitted under law or the applicable benefit plan or award agreement, the Company shall provide a payment to you in cash of an amount equal to the value of the equity-based compensation awards that would otherwise be forfeited as a result of your Qualifying Termination, based on the closing price of the Company's stock on your Date of Termination.

Provided, that nothing in this Section C, paragraph 3(b) shall require the continued vesting, acceleration, or payment in cash in lieu of the value of the Performance-Based

Restricted Stock Award provided to you under the Executive Performance Incentive & Retention Program approved by the Personnel & Compensation Committee of the Board on October 5, 2015, which is intended to be granted to you on November 18, 2015, your rights to which shall be governed exclusively by the applicable plan as modified by the Performance-Based Restricted Stock Award agreement.

(c) Unless otherwise provided in this Agreement or in the applicable compensation or stock option plan or program, all payments shall be made to you within thirty (30) days after your Date of Termination. Notwithstanding the foregoing, the amounts described in Section C, paragraphs 3(a) and 3(b)(iii) (the aggregate amount of such payments, the "CIC Cash Severance") shall be paid as follows:

(i) a portion of the CIC Cash Severance equal to your "Non-CIC Severance Amount" (as defined below) shall be paid as follows:

(A) if the Change in Control of the Company is not considered a "change in control event" within the meaning of the Section 409A Provisions, then such Non-CIC Severance Amount shall be paid in accordance with the same payment schedule that would have applied to such amount had such amount been payable under the Company's Non-CIC Severance Plan (as defined below); or

(B) if the Change in Control of the Company is considered a "change in control event" within the meaning of the Section 409A Provisions, then such Non-CIC Severance Amount shall be paid within thirty (30) days after your Date of Termination; and

(ii) the remainder of the CIC Cash Severance shall be paid within thirty (30) days after your Date of Termination.

Notwithstanding the foregoing, if you are a "specified employee" as determined under the Company's policy for determining specified employees as of the date of your Qualifying Termination, then a portion of the CIC Cash Severance equal to your Non-CIC Severance Amount shall be subject to the six-month delay described in Section D, paragraph 14.

For purposes of this Agreement,

"Non-CIC Severance Amount" means the amount of severance (if any) that you would have been entitled to receive under the Non-CIC Severance Plan had your termination of employment entitled you to receive severance payments under such plan that would have been considered "deferred compensation" for purposes of the Section 409A Provisions; and

“Non-CIC Severance Plan” means the Company’s Severance Pay Plan for base salary bands 20, EG01, EG02 and UNG, effective as of May 15, 2017, as amended from time to time.

(d) The benefits in this Agreement are in addition to all accrued and vested benefits to which you are entitled under any of the Company's plans and arrangements (to the extent accrued and vested benefits are relevant under the particular plan or arrangement), including but not limited to, the accrued vested benefits you are eligible and entitled to receive under any of the Company's qualified and non-qualified benefit or retirement plans, or any successor plans in effect on your Date of Termination hereunder. For these purposes, accrued and vested benefits shall include any extra, special or additional benefits under such qualified and nonqualified benefit or retirement plans that become due because of the Change in Control of the Company.

(e) You shall not be required to mitigate the amount of any payment provided for in this Section by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section be reduced by any compensation earned by you as the result of employment by another employer after your Date of Termination, or otherwise. Except as provided herein, the Company shall have no right to set off against any amount owing hereunder any claim which it may have against you.

4. Certain Restrictions

(a) **Competitive Activity.** In consideration of the foregoing, you agree that if your termination from employment is a Qualifying Termination, then during a period ending 36 months following your Date of Termination (the “Non-Compete Period”) you shall not, directly or indirectly, engage in any Competitive Activity. If you engage in any Competitive Activity during the Non-Compete Period, the Company shall be entitled to recover any benefits paid to you under paragraph 3(a) of this Section C. For purposes of this Agreement, “Competitive Activity” shall mean your participation, without the written consent of the General Counsel of the Company, in the management of any business operation of any enterprise if such business operation (a “Competitive Operation”) engages in substantial and direct competition with any business operation actively conducted by the Company or its divisions and Subsidiaries on your Date of Termination. For purposes of this paragraph, a business operation shall be considered a Competitive Operation if such business sells a competitive product or service which constitutes (i) 15% of that business's total sales, or (ii) 15% of the total sales of any individual subsidiary or division of that business and, in either event, the Company's sales of a similar product or service constitutes either 15% of the total sales of the Company or 15% of the total sales of any individual Subsidiary or division of the Company. Notwithstanding the foregoing, a “Competitive Activity” shall not include the mere ownership of securities in any enterprise, or participation in the management of any enterprise or any business operation thereof, other than in connection with a Competitive Operation of such enterprise.

(b) **Non-Solicitation and Non-Interference.** In consideration of the foregoing, you agree that if your termination from employment is a Qualifying Termination, then during a period ending 36 months following your Date of Termination (the "Non-Solicitation and Non-Interference Period") you shall not, without the prior written consent of the General Counsel of the Company, directly or indirectly:

(i) solicit for employment (which shall include services as an employee, independent contractor or in any other like capacity) any person employed by the Company or its affiliated companies as of the date of such solicitation; or

(ii) solicit any customer or other person with a business relationship with the Company or any of its affiliated companies to terminate, curtail or otherwise limit such business relationship; or

(iii) in any other manner interfere in the business relationship the Company or any of its affiliated companies have with any customer or any third party service provider or other vendor.

If you engage in any such solicitation or interference during the Non-Solicitation and Non-Interference Period, the Company shall be entitled to recover any and all amounts paid to you under paragraph 3(a) of this Section C.

(c) **Injunctive Relief.** In the event of a breach or threatened breach of this paragraph 4 of this Section C, each party agrees that the non-breaching party shall be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, the parties acknowledging that damages would be inadequate and insufficient.

SECTION D. MISCELLANEOUS

1. **Assumption of Agreement.** The Company will require any successor in interest: (a) to all or substantially all of the business and/or assets of the Company (whether direct or indirect, by purchase, merger, consolidation, share exchange or otherwise); or (b) to any portion of the business or assets of the Company to which your services relate, as a result of the creation of an independent company through the sale or distribution of new shares of an existing business or other unit of the Company; in each case, by agreement in form and substance satisfactory to you, expressly to assume 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. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of a material provision of this Agreement.

2. **Confidentiality.** All Confidential Information which you acquire or have acquired in connection with or as a result of the performance of services for the Company, whether under

this Agreement or prior to the effective date of this Agreement, shall be kept secret and confidential by you unless:

- (a) the Company otherwise consents;
- (b) the Company breaches any material provision of this Agreement, in which case you shall be entitled to make limited disclosure of Confidential Information only to the extent necessary to seek legal relief for such breach;
- (c) you are legally required to disclose such Confidential Information by a court of competent jurisdiction;
- (d) you disclose such Confidential Information to the Securities and Exchange Commission, to the extent necessary to report suspected or actual violations of U.S. securities laws; or
- (e) your disclosure of Confidential Information is protected under the whistleblower provisions of any other state or federal laws or regulations.

You understand that if you make a disclosure of Confidential Information that is covered under subparagraph (d) or (e) above, you are not required to inform the Company, in advance or otherwise, that you have made such disclosure(s), and nothing in this Agreement shall prohibit you from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding. This covenant of confidentiality shall extend beyond the term of this Agreement and shall survive the termination of this Agreement for any reason and shall continue for so long as the information you have acquired remains Confidential Information. If you breach this covenant of confidentiality, the Company shall be entitled to recover from any benefits paid to you under this Agreement its damages resulting from such breach.

3. Employment. You agree to be bound by the terms and conditions of this Agreement and to remain in the employ of the Company during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control of the Company until a Change in Control of the Company has taken place. However, nothing contained in this Agreement shall impair or interfere in any way with the right of the Company to terminate your employment prior to a Change in Control of the Company.

4. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration in accordance with the Center for Public Resources' Model ADR Procedures and Practices, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be restricted from seeking equitable relief, including injunctive relief as set forth in paragraph 5 of this Section, in the appropriate

forum. Any cost of arbitration will be paid by the Company. In the event of a dispute over the existence of Good Reason or Cause after a Change in Control of the Company, the Company shall continue to pay your salary, bonuses and plan benefits pending resolution of the dispute. If you prevail in the arbitration, the amounts due to you under this Agreement are to be immediately paid to you.

5. Injunctive Relief. You acknowledge and agree that the remedy of the Company at law for any breach of the covenants and agreements contained in paragraph 2 of this Section D and in Section C, paragraph 4 will be inadequate, and that the Company will be entitled to injunctive relief against any such breach or any threatened, imminent, probable or possible breach. You represent and agree that such injunctive relief shall not prohibit you from earning a livelihood acceptable to you.

6. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the General Counsel of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

7. Indemnification. The Company will indemnify you to the fullest extent permitted by the laws of the Commonwealth of Kentucky and the existing By-laws of the Company, in respect of all your services rendered to the Company and its divisions and Subsidiaries prior to your Date of Termination. You shall be entitled to the protection of any insurance policies the Company now or hereafter maintains generally for the benefit of its directors, officers and employees (but only to the extent of the coverage afforded by the existing provisions of such policies) to protect against all costs, charges and expenses whatsoever incurred or sustained by you in connection with any action, suit or proceeding to which you may be made a party by reason of your being or having been a director, officer or employee of the Company or any of its divisions or Subsidiaries during your employment therewith.

8. Further Assurances. Each party hereto agrees to furnish and execute such additional forms and documents, and to take such further action, as shall be reasonably and customarily required in connection with the performance of this Agreement or the payment of benefits hereunder.

9. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by you and such officer(s) as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the

subject matter hereof have been made by either party, which are not set forth expressly in this Agreement.

10. Termination of other Agreements. Upon execution by both parties, this Agreement shall terminate all prior employment and severance agreements, between you and the Company and its divisions or Subsidiaries.

11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

13. Legal Fees And Expenses. Any other provision of this Agreement notwithstanding, the Company shall pay all legal fees and expenses which you may incur as a result of the Company's unsuccessful contesting of the validity, enforceability or your interpretation of, or determinations under, any part of this Agreement.

14. Section 409A Provisions And Compliance. The intent of the parties is that this agreement comply with the Section 409A Provisions or is exempt therefrom, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in accordance therewith. Notwithstanding any other provision of this Agreement to the contrary, the parties shall in good faith amend this Agreement to the limited extent necessary to comply with the requirements of the Section 409A Provisions in order to ensure that any amounts paid or payable hereunder are not subject to the additional 20% income tax thereunder while maintaining to the maximum extent practicable the original intent of this Agreement. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by the Section 409A Provisions: (a) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (b) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (c) such payments shall be made on or before the last business day of your taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder. To the extent required to comply with the 409A Provisions, if you are a "specified employee", as determined under the Company's policy for identifying specified employees on the date of your Qualifying Termination, then all amounts due under this Agreement that constitute a "deferral of compensation" within the meaning of the 409A Provisions, that are provided as a result of a "separation from service" within the meaning of the 409A Provisions, and that would otherwise be paid or provided during the first six months following your separation from service, shall be accumulated through and paid or provided on the first business day that is more than six months after the date of your separation from service (of, if you die during such six-month period, within 30 calendar days after your death).

15. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

16. Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall inure to the benefit of and be enforceable by your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If you should die while any amounts would still be payable to you hereunder if you had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to your devisee, legatee, or other designee or, if there be no such designee, to your estate.

17. Headings. All Headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

18. Tax Cutback. In the event that you shall become entitled to payments and/or benefits provided by this Agreement or any other amounts in the "nature of compensation" (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any person whose actions result in a change of ownership or effective control covered by Section 280G(b)(2) of the Internal Revenue Code ("Code") or any person affiliated with the Company or such person) as a result of such change in ownership or effective control (collectively the "Company Payments"), and such Company Payments will be subject to the tax ("Excise Tax") imposed by Section 4999 of the Code, the Company Payments shall be reduced (such reduction the "Cutback") to one dollar less than the amount which would result in such Company Payments being subject to the Excise Tax if after taking into account the Excise Tax and all U.S. federal, state, and local income and payroll tax upon the Company Payments if the net amount retained by you would be greater in the event of such reduction in Company Payments than if such reduction in Company Payments did not occur. To the extent the Cutback applies, the Company Payments shall be reduced in the following order: (a) payments under Section C, paragraph 3(a); (b) payments under Section C, paragraph 3(b)(ii), and lastly (c) the remaining payments under Section C on a pro-rata basis. Notwithstanding anything in this provision or Agreement to the contrary, you shall be solely liable for the Excise Tax, and shall hold the Company harmless for any liability, not including penalties and interest on such liability, for the Excise Tax including, but not limited to, for failing to withhold or pay over any Excise Tax. If the Cutback applies but for any reason you pay the Excise Tax, including any applicable interest and penalties, then the Company shall pay you an amount equal to the Cutback, plus interest on the Cutback amount at a reasonable market rate, plus any interest and penalties relating to the Excise Tax paid by you (plus a tax gross-up only on the Excise Tax interest and penalties). If the Cutback applies but for any reason the Company pays the Excise Tax, including any applicable interest and penalties, then the Company shall offset any amounts due from you, under this provision or otherwise, by an amount equal to the Cutback, plus interest on the Cutback amount at a reasonable market rate.

If this Agreement correctly sets forth our agreement on the subject matter hereof, please sign and return to the Company the enclosed copy of this Agreement which will then constitute our agreement on this matter.

Sincerely,

VALVOLINE INC.

By: _____

Accepted this ____ day of
_____, 2017

Samuel J. Mitchell, Jr.



May 15, 2017

Valvoline Inc.
100 Valvoline Way
Lexington, KY 40509

[Employee Name]
[Employee Address]

RE: Change in Control Agreement Dear _____:

Valvoline Inc. (“Valvoline”) considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of Valvoline and its shareholders. In this regard, Valvoline recognizes that, as is the case with many publicly-held corporations, the possibility of a Change in Control (as defined below) does exist and that such possibility, and the uncertainty and questions which a Change in Control may raise among management may result in the departure or distraction of management personnel to the detriment of Valvoline and its shareholders. In addition, difficulties in attracting and retaining new senior management personnel may be experienced. Accordingly, on the basis of the recommendation of the Compensation Committee (the “Compensation Committee”) of Valvoline’s Board of Directors (the “Board”), the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of certain members of Valvoline’s management, including you, to their assigned duties without distraction in the face of the potentially disruptive circumstances arising from the possibility of a Change in Control.

In order to encourage you to remain in the employ of the Company (as defined below), this letter agreement (this “Agreement”) sets forth those benefits which the Company shall provide to you in the event your employment with the Company terminates prior to or following a Change in Control in accordance with and subject to the terms and conditions specified in this Agreement.

SECTION I. DEFINITIONS

- (a) “Annual Base Salary” shall mean your annual base salary (as determined by the Compensation Committee in accordance with the Company’s customary procedures) as in effect as of the date of your Qualifying Termination or, if greater, as in effect as of the date of the Change in Control.
 - (b) “Beneficial Owner” shall have the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.
 - (c) “Cause” shall mean:
-

(i) your willful and continued failure to substantially perform your duties with the Company or its Subsidiaries (other than any such failure resulting from your incapacity due to physical or mental illness);

(ii) your willful engaging in gross misconduct materially injurious to the Company or its Subsidiaries; or

(iii) your conviction of or the entering of a plea of nolo contendere (or similar plea under the laws of a jurisdiction outside the United States) to the commission of a felony (or a similar crime or offense under the laws of a jurisdiction outside the United States).

(d) “ Change in Control ” shall be deemed to have occurred if:

(i) there shall be consummated (A) any consolidation or merger of the Company (a “ Business Combination ”), other than a consolidation or merger of the Company into or with a direct or indirect wholly-owned Subsidiary, as a result of which the shareholders of the Company own (directly or indirectly), immediately after the Business Combination, less than 50% of the then outstanding shares of common stock that are entitled to vote generally for the election of directors of the corporation resulting from such Business Combination, or pursuant to which shares of the Company’s common stock would be converted into cash, securities or other property, other than a Business Combination in which the holders of the Company’s common stock immediately prior to the Business Combination have substantially the same proportionate ownership of common stock of the surviving corporation immediately after the Business Combination or (B) any sale, lease, exchange or transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company; provided, however, that no sale, lease, exchange or other transfer of all or substantially all of the assets of the Company shall be deemed to occur unless assets constituting at least 80% of the total assets of the Company are transferred pursuant to such sale, lease, exchange or other transfer;

(ii) the shareholders of the Company shall approve any plan or proposal for the liquidation or dissolution of the Company;

(iii) any Person shall become the Beneficial Owner of securities of the Company representing 20% or more of the combined voting power of the Company’s then outstanding securities ordinarily (and apart from rights accruing in special circumstances) having the right to vote in the election of directors, as a result of a tender or exchange offer, open market purchases, privately-negotiated purchases or otherwise, without the approval of the Board; or

(iv) at any time during a period of two consecutive years, individuals who at the beginning of such period constituted the Board shall cease for any reason to constitute at least a majority thereof, unless the election or the nomination for election by the Company's shareholders of each new director during such two-year period was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such two-year period.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of (i) the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Company's common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions, (ii) the repurchase by the Company of outstanding shares of the Company's common stock or other securities pursuant to a tender or exchange offer or (iii) the Valvoline Stock Distribution.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act, as amended.

(g) "Company" shall mean Valvoline and any successor to its business and/or assets which executes and delivers the agreement provided for in Section VIII paragraph (a) hereof or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(h) "Confidential Information" shall mean information relating to the Company's, its divisions and Subsidiaries and their successors' business practices and business interests, including, but not limited to, customer and supplier lists, business forecasts, business and strategic plans, financial and sales information, information relating to products, process, equipment, operations, marketing programs, research and product development, engineering records, computer systems and software, personnel records and legal records.

(i) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(j) "General Release" shall mean a general release of claims in favor of the Company, its affiliates and their respective officers and directors as prepared by the Company's appropriate legal counsel.

(k) “ Good Reason ” shall mean the occurrence of any of the following without your express written consent:

(i) a significant diminution of your positions, duties, responsibilities or status with the Company as in effect as of immediately prior to the Change in Control;

(ii) an aggregate reduction of 15 percent or more of the sum of (A) your annual base salary as in effect as of immediately prior to the Change in Control plus (B) your target annual bonus opportunity as in effect as of immediately prior to the Change in Control;

(iii) a relocation following the Change in Control of your principal place of business to a location that is outside a 50-mile radius from your principal place of business immediately prior to the Change in Control, except for required travel on the Company’s business to an extent substantially consistent with your business travel obligations as of immediately prior to the Change in Control;

(iv) the failure by the Company to continue in effect any cash-based incentive plan or arrangement (including, without limitation, the Company’s incentive compensation plan, annual bonus and contingent bonus arrangements and credits and the right to receive cash-based performance awards and similar incentive compensation benefits) in which you are participating as of immediately prior to the Change in Control (or to substitute and continue other plans or arrangements that provide you with substantially similar benefits), except as otherwise required by the terms of such plans or arrangements as in effect as of immediately prior to the Change in Control, or the taking of any action by the Company which would adversely affect your participation in or materially reduce your benefits under any such plan or arrangement; provided that the acceleration of a payment under any such cash-based incentive plan or arrangement shall not by itself constitute a failure to continue such plan or arrangement or an action that affects your participation in such plan or arrangement; or

(v) the failure by the Company to grant you following the Change in Control new awards under any equity or equity-based compensation plan or arrangement of the Company (including, without limitation, any plan or arrangement to receive grants of stock options, stock appreciation rights, restricted stock, restricted stock units or similar awards) in which you are participating as of immediately prior to the Change in Control (or under other plans or arrangements that provide you with substantially similar benefits), except as otherwise required by the terms of such plans or arrangements as in effect as of immediately prior to the Change in Control, or the taking of any action by the Company which

would adversely affect your participation in or materially reduce your benefits under any such plan or arrangement.

(vi) any material breach by the Company of any provision of this Agreement; or

(vii) any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company as described in Section VIII paragraph (a); provided that the Company and you agree that Good Reason shall not exist unless and until (i) you provide the Company with Notice of Good Reason within 90 days of your knowledge of the occurrence of the act(s) alleged to constitute Good Reason, (ii) the Company fails to cure such acts within 30 days of receipt of such notice and (iii) if the Company fails to cure such act(s) within such 30-day period, you exercise the right to terminate your employment for Good Reason within 60 days thereafter.

(l) “Non-CIC Severance Amount” means the amount of severance (if any) that you would have been entitled to receive under the Non-CIC Severance Plan had your termination of employment entitled you to receive severance payments under such plan that would have been considered “deferred compensation” for purposes of Section 409A. For the avoidance of doubt, in the event your Qualifying Termination occurs under circumstances described in clause (ii) of such term, any severance that you are entitled to receive under the Non-CIC Severance Plan in connection with such Qualifying Termination shall not be considered a “Non-CIC Severance Amount” for purposes of this Agreement.

(m) “Non-CIC Severance Plan” shall mean the Company’s Severance Pay Plan for base salary bands 20, EG01, EG02 and UNG, effective as of May 15, 2017, as amended from time to time.

(n) “Notice of Good Reason” shall mean a written notice which shall indicate the specific provision(s) in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment for Good Reason under the provision(s) so indicated.

(o) “Person” shall have the meaning as set forth in Sections 13(d) and 14(d)(2) of the Exchange Act.

(p) “Qualifying Termination” shall mean (i) the termination of your employment during the two-year period immediately following a Change in Control either by the Company without Cause or by you for Good Reason or (ii) the termination of your employment during the six-month period immediately preceding a Change in Control under circumstances that entitle you to receive severance payments and benefits under the Non-CIC Severance Plan. A

Qualifying Termination described in clause (ii) of the immediately preceding sentence shall be deemed to occur upon the occurrence of the Change in Control for purposes of this Agreement.

(q) “Release Period” shall mean the later of (i) the 14th day following your Qualifying Termination and (ii) the expiration of any applicable consideration and revocation periods under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, but in any event no later than the 55th day following your Qualifying Termination.

(r) “Subsidiary” shall mean any corporation of which more than 20% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by the Company, by the Company and one or more other Subsidiaries, or by one or more other Subsidiaries.

(s) “Target Annual Bonus” shall mean your target annual cash bonus for the year in which your Qualifying Termination occurs or, if greater, for the year in which a Change in Control occurs.

(t) “Valvoline Stock Distribution” shall mean the transaction or series of transactions initially approved by the Board of Directors of Ashland Inc. on September 16, 2015 intended to separate the Valvoline business from Ashland Inc.’s specialty chemical business and create two independent, publicly-traded companies.

SECTION II. TERM

The term of this Agreement (the “Term”) shall commence on May 15, 2017, but in any event no earlier than the day immediately following the commencement of the Valvoline Stock Distribution (the “Effective Date”), and shall expire on the second anniversary of the Effective Date; provided that (a) the Term shall automatically renew for successive one-year periods on the second anniversary of the Effective Date, unless either party provides advance written notice to the other party no less than 15 days prior to the first anniversary of the Effective Date, in which case the Term shall expire on the second anniversary of the Effective Date, and (b) on the first day of each month commencing thereafter unless either party provides advance written notice to the other party no less than 15 days prior to the commencement of the next succeeding one-year period, in which case the Term shall expire on the last day of such successive one-year period, and (c) the Term shall earlier expire immediately upon your resignation (with or without Good Reason), your death or the termination of your employment by the Company for any reason. Notwithstanding the foregoing, in the event a Change in Control occurs during the Term, then the Term shall automatically be extended to the extent necessary such that the Term shall continue until no

earlier than the second anniversary of the date of the Change in Control.

You acknowledge and agree that the Company's provision of advance written notice as described in clause (a) or (b) of the immediately preceding paragraph and the resulting expiration of the Term shall not entitle you to any additional consideration.

SECTION III. QUALIFYING TERMINATION PAYMENT AND BENEFITS

Subject to Section VII (Certain Post-Termination Obligations), the Company shall provide to you the payments and benefits described in clauses (i) through (v) below if (a) you experience a Qualifying Termination during the Term and (b) you execute and deliver to the Company a General Release and the General Release becomes effective and irrevocable prior to the expiration of the applicable Release Period.

(i) Severance Payment. An amount equal to the product of (A) two multiplied by (B) the sum of (1) your Annual Base Salary plus (2) your Target Annual Bonus.

(ii) Pro-Rata Severance Bonus. A pro-rata severance bonus (in lieu of any payment under the applicable annual cash bonus or annual incentive plan in which you participate at the time of your termination (if any)) in an amount equal to the product of (A) your Target Annual Bonus multiplied by (B) a fraction, the numerator of which is the number of full months you worked during the applicable plan year prior to the date of your Qualifying Termination and the denominator of which is 12.

(iii) Continued Coverage Under Group Health Plans. Your then-existing coverage under the Company's group health plans (and, if applicable, the then-existing group health plan coverage for your eligible dependents) shall end on the date of your Qualifying Termination. You and your eligible dependents may then be eligible to elect temporary coverage under the Company's group health plans in accordance with COBRA. If you elect COBRA continuation coverage, then you and your eligible dependents shall continue to be covered under the Company's group health plans, and the Company shall pay the premiums for such coverage, to the extent it is available, during the 24-month period immediately following the date of your Qualifying Termination. After such period of employer-paid coverage, you may continue COBRA coverage, to the extent it is available, at your own expense in accordance with COBRA. No provision of this Agreement shall affect the continuation coverage rules under COBRA or the length of time during which COBRA coverage shall be made available to you, and all of your other rights and obligations under COBRA shall be applied in the same manner that such rules would apply in the absence of this Agreement. Notwithstanding any of the foregoing, the Company, in its sole discretion, may amend or terminate

any of its group health plans prior to or following your Qualifying Termination in accordance with the terms and provisions of its group health plans.

(iv) Legal Fees. Reimbursement of any reasonable legal fees or expenses incurred by you during your lifetime to enforce the payment of amounts under this Agreement, as soon as practicable following your presentation of reasonable documentation of such fees to the Company, and otherwise in accordance with the provisions of Section VIII paragraph (h)(iii) herein.

(v) Outplacement Services. Up to \$25,000 in outplacement services with a firm to be selected and approved by the Company, for a period of no more than 24 consecutive months following the date of your Qualifying Termination. The Company shall make such payment directly to the outplacement firm.

You shall be entitled to receive any pension, disability, workers' compensation, other Company benefit plan distributions, payment for vacation accrued but not taken, statutory employment termination benefit, or any other compensation plan payment otherwise independently due; however, except as otherwise provided in Section IV, in the event you become entitled to receive severance payments and benefits under this Agreement, then you shall not be entitled to additional severance payments pursuant to any other existing severance policy or plan of the Company. For the avoidance of doubt, your long-term incentive awards shall be treated in accordance with the terms of the applicable plan and award agreement.

You shall be entitled to interest on the amount of any payments due under this Agreement (but not timely paid) in an amount equivalent to the prime rate of interest (quoted by Citibank, N.A. as its prime commercial lending rate) on the latest date practicable prior to the date such payments should have been made, to and including the date it is made; provided, however, that such payment, including the applicable interest, shall be made no later than March 15 of the calendar year following the calendar year in which your Qualifying Termination occurs.

SECTION IV. PAYMENT TIMING; MITIGATION

(a) The amounts described in Section III paragraphs (i) and (ii) (the aggregate amount of such payments, the "CIC Cash Severance") shall be paid to you as follows:

(i) a portion of the CIC Cash Severance equal to your Non-CIC Severance Amount shall be paid as follows:

(A) if the Change in Control is not considered a "change in control event" within the meaning of Section 409A, then such

Non-CIC Severance Amount shall be paid in accordance with the same payment schedule that would have applied to such amount had such amount been payable under the Company's Non-CIC Severance Plan (including any provisions relating to the timing of your release of claims); or

(B) if the Change in Control is considered a "change in control event" within the meaning of Section 409A, then such Non-CIC Severance Amount shall be paid in a single lump-sum cash payment within the 60-day period following your Qualifying Termination, so long as your General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Release Period; and

(ii) the remainder of the CIC Cash Severance shall be paid in a single lump-sum cash payment within the 60-day period following your Qualifying Termination, so long as your General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Release Period.

Notwithstanding the foregoing, if you are a "specified employee" as determined under the Company's policy for determining specified employees as of the date of your Qualifying Termination, then a portion of the CIC Cash Severance equal to your Non-CIC Severance Amount shall be subject to the six-month delay described in Section VIII paragraph (h) herein.

In addition, in the event your Qualifying Termination occurs under circumstances described in clause (ii) of such defined term, then any severance that you are entitled to receive under the Non-CIC Severance Plan in connection with such Qualifying Termination shall be paid in accordance with the Non-CIC Severance Plan (including any provisions relating to the timing of your release of claims, and such payment shall be subject to the six month delay described in the Non-CIC Severance Plan, to the extent required thereunder). Solely the remainder of your CIC Cash Severance shall be payable hereunder, and such amount shall be paid in a single lump-sum cash payment within the 60-day period following your Qualifying Termination, so long as your General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Release Period.

(b) You shall not be required to mitigate the amount of any severance payments or benefits payable to you under this Agreement by seeking other employment or otherwise, nor shall the amount of any such severance payments or benefits be reduced by any compensation earned by you as the result of employment by another employer following the date of your Qualifying Termination, or otherwise.

SECTION V. CLAWBACK

(a) Clawback. The severance payments and benefits under this Agreement are subject to any policy (whether in existence as of the Effective Date of this Agreement or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to you. In addition, if (i) the Company discovers within 24 months following the date of your termination of employment that circumstances existed at the time of your termination of employment such that your termination of employment would not have constituted a Qualifying Termination, or (ii) you violate a restrictive covenant agreement between yourself and the Company or any restrictive covenant contained in this Agreement or in your General Release, then:

(A) your right to receive any further severance payments or benefits under this Agreement shall be immediately forfeited;

(B) the Company may eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by the Company or any of its Subsidiaries (either directly or under any employee benefit or compensation plan, agreement, or arrangement) to you or on your behalf in an amount up to the total amount paid or payable to you under this Agreement (except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A and such elimination or reduction would trigger a tax or penalty under Section 409A); and

(C) the Company may require you to pay to the Company an amount up to the total amount paid to you under this Agreement;

in the case of each of clauses (B) and (C), together with the amount of the Company's and its Subsidiary's court costs, attorney fees, and other costs and expenses incurred in connection therewith.

SECTION VI. SECTION 280G

In the event that you become entitled to receive severance payments and benefits under this Agreement, or you become entitled to receive any other amounts in the "nature of compensation" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder ("Section 280G")) pursuant to any other plan, arrangement or agreement with the Company, with any person whose actions result in a change of ownership or effective control covered by Section 280G(b)(2) of the Code or with any person affiliated with the Company or such person, in each case as a result of such change in ownership or effective control (collectively, the "Company Payments"), and such Company Payments would be subject to the tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company Payments shall be reduced (such reduction, the "Cutback") to one dollar less than the amount which would result in such Company Payments being subject to the Excise Tax, if, after taking into account the Excise Tax and all U.S. Federal, state, and local income and payroll tax upon

the Company Payments, the net amount retained by you would be greater in the event of such reduction in Company Payments than if such reduction in Company Payments did not occur, as determined by the Company. To the extent the Cutback applies, the Company Payments shall be reduced in the following order: first, the reduction of cash payments not attributable to long-term incentive awards which vest on an accelerated basis; second, the cancelation of accelerated vesting of long-term incentive awards; third, the reduction of employee benefits; and fourth, any other "parachute payments" (as defined in Section 280G). You shall be solely liable for any Excise Tax.

SECTION VII. CERTAIN POST-TERMINATION OBLIGATIONS

(a) In consideration of the foregoing, you agree that during your employment with the Company and its Subsidiaries and thereafter during the two-year period following your termination of employment for any reason (the "Restricted Period") you shall not, without the prior written consent of the General Counsel of the Company, directly or indirectly:

(i) participate in the management of any business operation of any enterprise that engages in direct competition with any business operation actively conducted by the Company or its divisions and Subsidiaries as of the date of your termination of employment.

(ii) solicit for employment (which shall include services as an employee, independent contractor or in any other like capacity) any person employed by the Company or its affiliated companies as of the date of such solicitation;

(iii) solicit any customer or other person with a business relationship with the Company or any of its affiliated companies to terminate, curtail or otherwise limit such business relationship; or

(iv) in any other manner interfere in the business relationship the Company or any of its affiliated companies have with any customer or any third-party service provider or other vendor.

Notwithstanding the foregoing, this Section VII paragraph (a) shall not be violated solely as a result of your mere ownership of securities in any enterprise.

(b) Confidentiality. All Confidential Information which you acquire or have acquired in connection with or as a result of the performance of services for the Company or any of its affiliated companies, whether under this Agreement or prior to the Effective Date of this Agreement, shall be kept secret and confidential by you unless:

(i) the Company otherwise consents;

(ii) the Company breaches any material provision of this Agreement, in which case you shall be entitled to make limited disclosure of Confidential Information only to the extent necessary to seek legal relief for such breach;

(iii) you are legally required to disclose such Confidential Information by a court of competent jurisdiction;

(iv) you disclose such Confidential Information to a governmental agency in connection with the reporting of suspected or actual violations of any law; or

(v) your disclosure of Confidential Information is protected under the whistleblower provisions of any other state or federal laws or regulations.

You understand that if you make a disclosure of Confidential Information that is covered under subparagraph (iv) or (v) above, you are not required to inform the Company, in advance or otherwise, that you have made such disclosure(s), and nothing in this Agreement shall prohibit you from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding. This covenant of confidentiality shall extend beyond the term of this Agreement and shall survive the termination of this Agreement for any reason and shall continue for so long as the information you have acquired remains Confidential Information.

(c) Non-disparagement. You agree that you will not at any time make any oral or written defamatory or disparaging remarks, comments or statements concerning the Company or any of its Subsidiaries or affiliates, or any of their directors, officers or employees; provided, however, that nothing herein shall prevent you from (i) making truthful remarks, comments or statements in good faith in response to any governmental or regulatory inquiry or in any judicial, administrative or other proceeding or governmental investigation or (ii) providing any information that may be required by law. This Agreement is not intended to, and shall be interpreted in a manner that does not, limit or restrict you from exercising any legally protected whistleblower rights (including pursuant to Rule 21F under the Exchange Act. Specifically, nothing in this paragraph shall prohibit you from (A) filing and, as provided under Section 21F of the Exchange Act, maintaining the confidentiality of, a claim with any governmental agency that is responsible for enforcing a law, (B) making any oral or written remarks, comments or statements to the extent required by law or legal process or permitted by Section 21F of the Exchange Act or (C) cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding.

(d) Cooperation. If reasonably requested by the Company, you shall cooperate with the Company in connection with any investigations, arbitrations,

litigations or similar matters that may arise out of your service to the Company. The Company shall make reasonable efforts to minimize disruption to your other activities and will reimburse you for reasonable expenses incurred in connection with such cooperation.

(e) Injunctive Relief. In the event of a breach or threatened breach of this Section VII, you agree that the Company shall be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, and that damages would be inadequate and insufficient. You shall not, and you hereby waive and release any rights or claims to, contest or challenge the reasonableness, validity or enforceability of the restrictions contained in this Agreement, whether in court, arbitration or otherwise.

SECTION VIII. MISCELLANEOUS

(a) Assumption of Agreement.

(i) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance reasonably satisfactory to you, expressly to assume and agree to provide severance payments and benefits pursuant to this Agreement in the same manner and to the same extent that the Company would be required to perform its obligations under this Agreement if no such succession had taken place.

(ii) This Agreement shall inure to the benefit of and be enforceable by your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If you should die while any amounts would still be payable to you hereunder if you had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to your devisee, legatee, or other designee or, if there be no such designee, to your estate.

(b) Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement; provided that all notices to the Company shall be directed to the attention of the General Counsel of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

(c) Further Assurances. Each party hereto agrees to furnish and execute such additional forms and documents, and to take such further action, as

shall be reasonably and customarily required in connection with the performance of this Agreement or the payment of benefits hereunder.

(d) Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by you and such officer(s) as may be specifically designated by the Board or the Compensation Committee. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party, which are not set forth expressly in this Agreement.

(e) Termination of Other Agreements. Upon execution by both parties, this Agreement shall become a complete, entire and immediate substitute for any prior agreement you may have had with the Company addressing the benefits you would receive in the event of your termination from employment with the Company as a result of a Change in Control.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(h) Section 409A. (i) It is intended that the severance payments and benefits provided under Section III of this Agreement shall be exempt from, or comply with, the requirements of Section 409A. The Agreement shall be construed, administered and governed in a manner that affects such intent, and the Company shall not take any action that would be inconsistent with such intent. Specifically, any taxable benefits or payments provided under this Agreement are intended to be separate payments that qualify for the "short-term deferral" exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the separation pay exceptions to Section 409A, to the maximum extent possible. To the extent that none of these exceptions (or any other available exception) applies, then notwithstanding anything contained herein to the contrary, and to the extent required to comply with Section 409A, if you are a "specified employee", as determined under the Company's policy for identifying specified employees on the date of your Qualifying Termination, then all amounts due under this Agreement that constitute a "deferral of compensation" within the meaning of Section 409A, that are provided as a result of a "separation from service" within the meaning of Section 409A, and that would otherwise be paid or provided during the first six months following your separation from service, shall be

accumulated through and paid or provided on the first business day that is more than six months after the date of your separation from service (or, if you die during such six-month period, within 30 calendar days after your death).

(ii) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and you are no longer providing services (at a level that would preclude the occurrence of a "separation from service" within the meaning of Section 409A) to the Company as an employee or consultant, and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service" within the meaning of Section 409A.

(iii) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (A) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; (B) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (C) such payments shall be made on or before the last day of your taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder.

(i) Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

(j) Headings. All headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

(k) Withholding Taxes. The Company is authorized to withhold any tax required to be withheld from the amounts payable to you pursuant to this Agreement which are considered taxable compensation to you.

If this Agreement correctly sets forth our agreement on the subject matter hereof, please sign and return to the Company the enclosed copy of this Agreement which shall then constitute our agreement on this matter.

Sincerely,

Valvoline, Inc.

By: _____

NAME

VALVOLINE CHANGE IN CONTROL SEVERANCE PLAN

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VALVOLINE CHANGE IN CONTROL SEVERANCE PLAN
(effective as of May 15, 2017)

The Valvoline Change in Control Severance Plan (the “Plan”) is effective as of May 15, 2017. Capitalized terms used but not otherwise defined herein have the meanings set forth in Section 4.

The Plan is an employee benefit plan that provides participating employees of Valvoline Inc. (“Valvoline”) and its majority-owned subsidiaries (collectively referred to herein as the “Company”) with certain severance payments and benefits if the individual’s employment with the Company is terminated under defined circumstances prior to or following a Change in Control. The details and purpose of the Plan are more fully explained below.

This Plan will govern in the event of a Change in Control, in lieu of the Non-CIC Severance Plan (as defined below), except as otherwise provided in Section 6 with respect to Participants whose Qualifying Termination occurs under circumstances described in clause (ii) of such defined term.

SECTION 1. PURPOSE

The purpose of the Plan is to reduce participating employees’ concerns about the possibility of a Change in Control. It is important that each participating employee be able to focus his or her full attention and energy toward the goals and objectives of the Company. The Plan is also designed to permit the Company to retain its participating employees by increasing stability and improving morale and productivity. In addition, the Plan will allow the company to attract and retain new qualified employees.

SECTION 2. ADMINISTRATION

The Plan shall be administered by the Plan Administrator. The Plan Administrator shall have full authority to select Participants, to construe and interpret the Plan, to establish, amend and rescind rules and regulations relating to the administration of the Plan, and to take all such actions and make all such determinations in connection with the administration of the Plan as it may deem necessary or desirable. All determinations made by the Plan Administrator shall be final and binding on all interested persons. Additionally, Valvoline shall be the named fiduciary for purposes of the Employee Retirement Income Security Act of 1974 (“ERISA”).

SECTION 3. ELIGIBILITY

No employee may participate in the Plan unless and until the Plan Administrator designates them a Participant and the Participant executes and returns to the Company a participation agreement prepared by appropriate Company legal counsel. The Plan Administrator reserves the right to amend the classes of employees who shall participate in the Plan in its discretion at any time prior to a Change in Control, subject to Section 10.

SECTION 4. CERTAIN DEFINED TERMS

(a) “Annual Base Salary” means a Participant’s annual base salary (as determined by the Plan Administrator in accordance with the Company’s customary procedures) as in effect as of

the date of the Participant's Qualifying Termination or, if greater, as in effect as of the date of the Change in Control.

(b) "Benefit Continuation Period" means (i) 36 months in the case of the Chief Executive Officer of the Company (the "CEO"), if the CEO is a Participant, and (ii) 24 months in the case of all other Participants.

(c) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

(d) "Cause" means (i) the willful and continued failure of an employee to substantially perform his or her duties with the Company (other than any such failure resulting from the Participant's incapacity due to physical or mental illness), (ii) the willful engaging by the Participant in gross misconduct materially injurious to the Company or (iii) the Participant's conviction of or the entering of a plea of nolo contendere (or similar plea under the law of a jurisdiction outside the United States) to the commission of a felony (or a similar crime or offense under the law of a jurisdiction outside the United States).

(e) "Change in Control" shall be deemed to have occurred if:

(1) there shall be consummated (A) any consolidation or merger of the Company (a "Business Combination"), other than a consolidation or merger of the Company into or with a direct or indirect wholly-owned Subsidiary, as a result of which the shareholders of the Company own (directly or indirectly), immediately after the Business Combination, less than 50% of the then outstanding shares of common stock that are entitled to vote generally for the election of directors of the corporation resulting from such Business Combination, or pursuant to which shares of the Company's common stock would be converted into cash, securities or other property, other than a Business Combination in which the holders of the Company's common stock immediately prior to the Business Combination have substantially the same proportionate ownership of common stock of the surviving corporation immediately after the Business Combination or (B) any sale, lease, exchange or transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company; provided, however, that no sale, lease, exchange or other transfer of all or substantially all of the assets of the Company shall be deemed to occur unless assets constituting at least 80% of the total assets of the Company are transferred pursuant to such sale, lease, exchange or other transfer;

(2) the shareholders of the Company shall approve any plan or proposal for the liquidation or dissolution of the Company;

(3) any Person shall become the Beneficial Owner of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing in special circumstances) having the right to vote in the election of directors, as a result of a tender or exchange offer, open market purchases, privately-negotiated purchases or otherwise, without the approval of the board of directors of Valvoline; or

(4) at any time during a period of two consecutive years, individuals who at the beginning of such period constituted the board of directors of Valvoline shall cease for any reason to constitute at least a majority thereof, unless the election or the nomination for election by the Company's shareholders of each new director during such two-year period was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such two-year period.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of (i) the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Company's common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions, (ii) the repurchase by the Company of outstanding shares of the Company's common stock or other securities pursuant to a tender or exchange offer or (iii) the Valvoline Stock Distribution.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(h) "Good Reason" means

(1) a significant diminution of the Participant's positions, duties, responsibilities or status with the Company as in effect immediately prior to the Change in Control;

(2) an aggregate reduction of fifteen percent or more of the sum of (A) the Participant's annual base salary as in effect as of immediately prior to the Change in Control plus (B) the Participant's target annual bonus opportunity as in effect as of immediately prior to the Change in Control;

(3) a relocation following the Change in Control of the Participant's principal place of business to a location that is outside a 50-mile radius from the Participant's principal place of business immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Participant's business travel obligations as of immediately prior to the Change in Control;

(4) the failure by the Company to continue in effect any cash-based incentive plan or arrangement (including, without limitation, the Company's incentive compensation plan, annual bonus and contingent bonus arrangements and credits and the right to receive cash-based performance awards and similar incentive compensation benefits) in which the Participant is participating as of immediately prior to the Change in Control (or to substitute and continue other plans or arrangements that provide the Participant with substantially similar benefits), except as otherwise required by the terms of such plans or arrangements as in effect as of immediately prior to the Change in Control, or the taking of any action by the Company which would adversely affect the Participant's participation in or materially reduce the Participant's benefits under any such plan or arrangement; provided that the acceleration of a payment under

any such cash-based incentive plan or arrangement shall not by itself constitute a failure to continue such plan or arrangement or an action that affects the Participant's participation in such plan or arrangement; or

(5) the failure by the Company to grant the Participant following the Change in Control new awards under any equity or equity-based compensation plan or arrangement of the Company (including, without limitation, any plan or arrangement to receive grants of stock options, stock appreciation rights, restricted stock, restricted stock units or similar awards) in which the Participant is participating as of immediately prior to the Change in Control (or under other plans or arrangements that provide the Participant with substantially similar benefits), except as otherwise required by the terms of such plans or arrangements as in effect as of immediately prior to the Change in Control, or the taking of any action by the Company which would adversely affect the Participant's participation in or materially reduce the Participant's benefits under any such plan or arrangement.

However, Good Reason shall not exist unless and until the Participant provides the Company with written notice of the act(s) alleged to constitute Good Reason within 90 days of the Participant's knowledge of the occurrence of such act(s), and the Company fails to cure such acts within 30 days of receipt of such notice. Further, if the Company fails to cure such act(s) within this 30-day period, then the Participant must exercise the right to terminate his or her employment for Good Reason within 60 days thereafter, in writing, in order for the termination to be for Good Reason.

(i) "Non-CIC Severance Amount" means the amount of severance (if any) that a Participant would have been entitled to receive under the Non-CIC Severance Plan had the Participant's termination of employment entitled the Participant to receive severance payments under such plan that would have been considered "deferred compensation" for purposes of Section 409A. For the avoidance of doubt, in the event the Participant's Qualifying Termination occurs under circumstances described in clause (ii) of such defined term, any severance that the Participant is entitled to receive under the Non-CIC Severance Plan in connection with such Qualifying Termination shall not be considered a "Non-CIC Severance Amount" for purposes of this Plan.

(j) "Non-CIC Severance Plan" means the Company's Severance Pay Plan for base salary bands 20, EG01, EG02, and UNG, effective as of May 15, 2017, as amended from time to time.

(k) "Plan Administrator" means the board of directors of Valvoline or any committee thereof duly authorized by the board of directors of Valvoline to administer the Plan.

(l) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d)(2) of the Exchange Act.

(m) "Qualifying Termination" means (i) the termination of a Participant's employment during the two-year period immediately following a Change in Control either by the Company without Cause or by the Participant for Good Reason or (ii) the termination of a Participant's employment during the six-month period immediately preceding a Change in Control under circumstances that entitle the Participant to receive severance payments and benefits under the

Non-CIC Severance Plan. A Qualifying Termination described in clause (ii) of the immediately preceding sentence shall be deemed to occur upon the occurrence of the Change in Control for purposes of the Plan.

(n) “ Release Period ” means the later of (i) the 14th day following the Participant’s Qualifying Termination and (ii) the expiration of any applicable consideration and revocation periods under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, but in any event no later than the 55th day following the Participant’s Qualifying Termination.

(o) “ Section 409A ” means Section 409A of the Code.

(p) “ Severance Agreement and General Release ” means a severance agreement prepared by appropriate Company legal counsel that includes, without limitation, (i) a general release of claims in favor of the Company, its affiliates and their respective officers and directors, (ii) non-competition, non-solicitation and non-interference, non-disparagement, confidentiality and further cooperation provisions substantially similar to those provided in Appendix A hereto. The Severance Agreement and General Release may also provide that the Participant’s severance payments and benefits under the Plan will be reduced by any amounts the Participant owes to the Company, to the extent permitted under Section 409A. The Severance Agreement and General Release may encompass other matters in addition to addressing the severance payments and benefits payable under the Plan. Additionally, the Severance Agreement and General Release may be changed for each termination covered by the Plan.

(q) “ Severance Multiplier ” means (i) three in the case of the CEO, if the CEO is a Participant, and (ii) two in the case of all other Participants.

(r) “ Target Annual Bonus ” means the Participant’s target annual cash bonus for the year in which the Participant’s Qualifying Termination occurs or, if greater, for the year in which a Change in Control occurs.

(s) Valvoline Stock Distribution ” shall mean the transaction or series of transactions initially approved by the Board of Directors of Ashland Inc. on September 16, 2015 intended to separate the Valvoline business from Ashland Inc.’s specialty chemical business and create two independent, publicly-traded companies.

SECTION 5. CONDITIONS FOR SEVERANCE PAYMENTS AND BENEFITS

A Participant’s entitlement to any severance payments and benefits described in Section 6 shall be subject to:

(a) the Participant experiencing a Qualifying Termination; and

(b) the Participant executing and delivering to the Company a Severance Agreement and General Release and the Severance Agreement and General Release becoming effective and irrevocable by the expiration of the applicable Release Period.

SECTION 6. AMOUNT OF SEVERANCE PAYMENTS AND BENEFITS AND TIMING OF PAYMENTS

If a Participant has a Qualifying Termination, then, subject to Section 5, the Company will provide the Participant with the following:

(a) Severance Payment. An amount equal to the product of (i) the Participant's Severance Multiplier multiplied by (ii) the sum of (A) the Participant's Annual Base Salary plus (B) the Participant's Target Annual Bonus; and

(b) Pro-Rata Severance Bonus. A pro-rata severance bonus (in lieu of any payment under the applicable annual cash bonus or annual incentive plan in which the Participant participates at the time of his or her termination (if any)) in an amount equal to (i) the Participant's Target Annual Bonus multiplied by (ii) a fraction, the numerator of which is the number of full months the Participant worked during the applicable plan year prior to the date of the Participant's Qualifying Termination and the denominator of which is 12.

(c) Continued Coverage Under Group Health Plans. Participant's then-existing coverage under the Company's group health plans (and, if applicable, the then-existing group health plan coverage for the Participant's eligible dependents) will end on the date of the Participant's Qualifying Termination. The Participant and his or her eligible dependents may then be eligible to elect temporary coverage under the Company's group health plans in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). If the Participant elects COBRA continuation coverage, then the Participant and his or her eligible dependents will continue to be covered under the Company's group health plans, and the Company will pay the premiums for such coverage, to the extent it is available, during the duration of the Participant's Benefit Continuation Period. After such period of employer-paid coverage, the Participant may continue COBRA coverage, to the extent it is available, at the Participant's own expense in accordance with COBRA. No provision of this Plan will affect the continuation coverage rules under COBRA or the length of time during which COBRA coverage will be made available to the Participant, and all of the Participant's other rights and obligations under COBRA will be applied in the same manner that such rules would apply in the absence of this Plan. Notwithstanding any of the foregoing, the Company, in its sole discretion, may amend or terminate any of its group health plans prior to or following a Participant's Qualifying Termination in accordance with the terms and provisions of its group health plans.

(d) Legal Fees. Reimbursement of any reasonable legal fees or expenses incurred by the Participant during the Participant's lifetime to enforce the payment of amounts under this Plan, as soon as practicable following the Participant's presentation of reasonable documentation of such fees to the Company, and otherwise in accordance with the provisions of Section 14 paragraph (c) herein.

(e) Outplacement Services. Up to \$25,000 in outplacement services with a firm to be selected and approved by the Company, for a period of no more than 24 consecutive months following the date of the Participant's Qualifying Termination. The Company will make such payment directly to the outplacement firm.

A Participant's long-term equity incentive awards shall be treated in accordance with the terms of the applicable plan and award agreement.

Participants shall be entitled to receive any pension, disability, workers' compensation, other Company benefit plan distributions, payment for vacation accrued but not taken, statutory employment termination benefit, or any other compensation plan payment otherwise independently due; however, except as otherwise provided in this Section 6, in no event shall a Participant who receives benefits under the Plan be entitled to additional severance payment pursuant to any other existing severance policy or plan of the Company.

A Participant shall be entitled to interest on the amount of any payments due under the Plan (but not timely paid) in an amount equivalent to the prime rate of interest (quoted by Citibank, N.A. as its prime commercial lending rate) on the latest date practicable prior to the date such payments should have been made, to and including the date it is made; provided, however, that such payment, including the applicable interest, shall be made no later than March 15 of the calendar year following the calendar year in which the Participant's Qualifying Termination occurs.

The amounts described in Sections 6(a) and 6(b) (the aggregate amount of such payments, the "CIC Cash Severance") shall be paid to the Participant as follows:

(1) a portion of the CIC Cash Severance equal to the Participant's Non-CIC Severance Amount shall be paid as follows:

(A) if the Change in Control is not considered a "change in control event" within the meaning of Section 409A, then such Non-CIC Severance Amount shall be paid in accordance with the same payment schedule that would have applied to such amount had such amount been payable under the Company's Non-CIC Severance Plan (including any provisions relating to the timing of the Participant's release of claims); or

(B) if the Change in Control is considered a "change in control event" within the meaning of Section 409A, then such Non-CIC Severance Amount shall be paid in a single lump-sum cash payment within the 60-day period following the Participant's Qualifying Termination, so long as the Participant's Severance Agreement and General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Release Period; and

(2) the remainder of the CIC Cash Severance shall be paid in a single lump-sum cash payment within the 60-day period following the Participant's Qualifying Termination, so long as the Participant's Severance Agreement and General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Release Period.

Notwithstanding the foregoing, if the Participant is a "specified employee" as determined under the Company's policy for determining specified employees as of the date of the Participant's Qualifying Termination, then a portion of the CIC Cash Severance equal to the Participant's

Non-CIC Severance Amount shall be subject to the six-month delay described in Section 14 herein.

In addition, in the event the Participant's Qualifying Termination occurs under circumstances described in clause (ii) of such defined term, then any severance that the Participant is entitled to receive under the Non CIC Severance Plan in connection with such Qualifying Termination shall be paid in accordance with the Non CIC Severance Plan (including any provisions relating to the timing of the Participant's release of claims, and such payment shall be subject to the six month delay described in the Non-CIC Severance Plan to the extent required thereunder). Solely the remainder of the Participant's CIC Cash Severance shall be payable hereunder, and such amount shall be paid in a single lump-sum cash payment within the 60-day period following the Participant's Qualifying Termination, so long as the Participant's Severance Agreement and General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Release Period.

SECTION 7. CLAWBACK

The severance payments and benefits under the Plan are subject to any policy (whether in existence as of the effective date of the Plan or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to the Participant. In addition, if within 24 months following a Participant's Qualifying Termination, the Company discovers that circumstances existed at the time of the Participant's termination of employment such that the Participant's termination of employment would not have constituted a Qualifying Termination, or that the Participant violated a restrictive covenant agreement between the Participant and the Company or any restrictive covenant contained in the Participant's Severance Agreement and General Release, then:

(i) the Participant's right to receive any further severance payments or benefits under the Plan shall be immediately forfeited;

(ii) the Company may eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by the Company (either directly or under any employee benefit or compensation plan, agreement, or arrangement) to or on behalf of the Participant in an amount up to the total amount paid or payable to the Participant under the Plan (except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A and such elimination or reduction would trigger a tax or penalty under Section 409A); and

(iii) the Company may require the Participant to pay to the Company an amount up to the total amount paid to the Participant under the Plan;

in the case of each of clauses (ii) and (iii), together with the amount of the Company's and its Subsidiary's court costs, attorney fees and other costs and expenses incurred in connection therewith.

SECTION 8. SECTION 280G

In the event that a Participant becomes entitled to receive severance payments and benefits under the Plan, or a Participant becomes entitled to receive any other amounts in the “nature of compensation” (within the meaning of Section 280G of the Code and the regulations promulgated thereunder (“Section 280G”)) pursuant to any other plan, arrangement or agreement with the Company, with any person whose actions result in a change of ownership or effective control covered by Section 280G(b)(2) of the Code or with any person affiliated with the Company or such person, in each case as a result of such change in ownership or effective control (collectively, the “Company Payments”), and such Company Payments will be subject to the tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Company Payments will be reduced (such reduction, the “Cutback”) to one dollar less than the amount which would result in such Company Payments being subject to the Excise Tax, if, after taking into account the Excise Tax and all U.S. Federal, state, and local income and payroll tax upon the Company Payments, the net amount retained by the Participant would be greater in the event of such reduction in Company Payments than if such reduction in Company Payments did not occur, as determined by the Plan Administrator. To the extent the Cutback applies, the Company Payments will be reduced in the following order: first, the reduction of cash payments not attributable to long-term incentive awards which vest on an accelerated basis; second, the cancellation of accelerated vesting of long-term incentive awards, third, the reduction of employee benefits; and fourth, any other “parachute payments” (as defined in Section 280G). The Participant will be solely liable for any Excise Tax.

SECTION 9. CLAIMS PROCEDURE

(a) Following a Qualifying Termination, the severance payments and benefits described in Section 6 of the Plan shall be paid as described therein without any required action on the part of such Participant.

(b) If any Participant believes that he or she is entitled to severance payments or benefits provided under the Plan and has not received such severance payments or benefits within the time prescribed by the Plan, such Participant may submit a written claim for payment of such severance payments and benefits to the Company. If such claim is wholly or partially denied, the Company shall, within 30 business days after receipt of the claim, notify the Participant of the denial of the claim. Such notice of denial (i) shall be in writing, (ii) shall be written in a manner calculated to be understood by the Participant, and (iii) shall contain (A) the specific reason or reasons for denial of the claim, (B) a specific reference to the pertinent Plan provisions upon which the denial is based, (C) a description of any additional material or information necessary to perfect the claim, along with an explanation of why such material or information is necessary, and (D) an explanation of the claim review procedure, in accordance with the provisions of this Section 9. It will also provide that the Participant may file a civil action under Section 502 of ERISA (§29 U.S.C. 1132). The Participant may complete the Plan’s appeal procedure before filing a civil action in court or the Participant may proceed directly with filing a civil action in a court of competent jurisdiction in Fayette County, Kentucky.

(c) Within 60 business days after the receipt by the Participant of a written notice of denial of the claim, or such later time as shall be deemed reasonable taking into account the nature of the benefit subject to the claim and any other attendant circumstances, the Participant may file a written request with the Company that it conduct a full and fair review of the denial of the claim for benefits. As a part of such full and fair review, the Participant (or such Participant's duly authorized representative) may review and photocopy pertinent documents (including but not limited to the Participant's personal history file) and submit issues and comments to the Company in writing. The Participant may also submit materials supporting his or her appeal that will be considered by the Company, even if they were not part of the initial claim review. The Company shall make its determination in accordance with the documents governing the Plan insofar as such documents are consistent with the provisions of ERISA.

(d) The Company shall promptly deliver to the Participant its written decision on the claim (in no event later than 30 business days after the receipt of the aforesaid request for review, except that if there are special circumstances (such as a conference with the Participant or his or her representative) which require an extension of time, the aforesaid 30 business day period shall be extended to a reasonable period of time not to exceed 60 business days). Such decision shall (i) be written in a manner calculated to be understood by the Participant, (ii) include the specific reason or reasons for the decision, (iii) contain a specific reference to the pertinent Plan provisions upon which the decision is based, (iv) a statement that the Participant may receive free of charge reasonable access to or copies of documents, records and other information relevant to the claim, and (v) a statement that the Participant may file a civil action under Section 502 of ERISA (§29 U.S.C. 1132). If the decision on review is not furnished within the time prescribed by this Section 9(c), the claim shall be deemed granted on review.

SECTION 10. AMENDMENTS AND TERMINATIONS

The Plan Administrator shall have plenary authority to amend, modify, or terminate the Plan in such respects as it shall deem advisable at any time prior to a Change in Control or following the second anniversary of a Change in Control. Notwithstanding the foregoing, no such amendment, modification or termination that has the effect of adversely affecting any Participant who experienced a Qualifying Termination prior to, or who experiences a Qualifying Termination within the six-month period following, such amendment, modification or termination will be effective without the written consent of such Participant. For the avoidance of doubt, if an individual's employment is terminated under circumstances that entitle the individual to receive severance payments and benefits under the Non-CIC Severance Plan and the individual participated in the Plan as of immediately prior to such termination, then such individual shall continue to be treated as a Participant for no less than the six-month period immediately following such termination. No amendment, modification, or termination of the Plan at any time following a Change in Control and prior to the second anniversary thereof that has the effect of adversely affecting any Participant will be effective without the written consent of such Participant.

SECTION 11. SUCCESSORS; BINDING AGREEMENT

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance reasonably satisfactory to Participants, expressly to assume and agree to provide severance payments and benefits pursuant to the Plan in the same manner and to the same extent that the Company would be required to perform its obligations under the Plan if no such succession had taken place. As used in the Plan, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 11 or which otherwise becomes bound by all the terms and provisions of the Plan by operation of law.

(b) The Plan shall inure to the benefit of and be enforceable by a Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If a Participant should die while any amounts would still be payable to him or her hereunder if he or she had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Plan to such Participant's devisee, legatee, or other designee or, if there be no such designee, to his or her estate.

SECTION 12. WITHHOLDING TAXES

The Company is authorized to withhold any tax required to be withheld from the amounts payable to a Participant pursuant to the Plan which are considered taxable compensation to the Participant.

SECTION 13. GOVERNING LAW

The Plan shall be governed by the laws of the Commonwealth of Kentucky, to the extent not preempted by federal law.

SECTION 14. SECTION 409A

(a) It is intended that the severance payments and benefits provided under Section 6 of the Plan shall be exempt from, or comply with, the requirements of Section 409A. The Plan shall be construed, administered and governed in a manner that affects such intent, and the Company shall not take any action that would be inconsistent with such intent. Specifically, any taxable benefits or payments provided under the Plan are intended to be separate payments that qualify for the "short-term deferral" exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the separation pay exceptions to Section 409A, to the maximum extent possible. To the extent that none of these exceptions (or any other available exception) applies, then notwithstanding anything contained herein to the contrary, and to the extent required to comply with Section 409A, if a Participant is a "specified employee," as determined under the Company's policy for identifying specified employees on his or her date of termination, then all amounts due under the Plan that constitute a "deferral of compensation" within the meaning of Section 409A, that are provided as a result of a "separation from service" within the meaning of Section 409A, and that would otherwise be paid or provided

during the first six months following the Participant's separation from service, shall be accumulated through and paid or provided on the first business day that is more than six months after the date of the Participant's separation from service (or, if the Participant dies during such six-month period, within 30 calendar days after the Participant's death).

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and the Participant is no longer providing services (at a level that would preclude the occurrence of a "separation from service" within the meaning of Section 409A) to the Company as an employee or consultant, and for purposes of any such provision of the Plan, references to a "termination," "termination of employment" or like terms shall mean "separation from service" within the meaning of Section 409A.

(c) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (iii) such payments shall be made on or before the last day of the Participant's taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder.

SECTION 15. NO RIGHT TO CONTINUED EMPLOYMENT

Participation in the Plan does not create a contract of employment between the Company and any Participant. The Company reserves the right to terminate Participants at any time for any reason, just as Participants have the right to terminate their employment at any time for any reason.

Post-Termination Obligations

1. **Competitive Activity.** During the [24] ¹ [36] ² -month period immediately following the date of your Qualifying Termination (the “Restricted Period”), you shall not, directly or indirectly:
- (a) participate in the management of any business operation of any enterprise that engages in direct competition with any business operation actively conducted by the Company or its divisions and Subsidiaries as of the date of the Participant’s termination of employment.
 - (b) solicit for employment (which shall include services as an employee, independent contractor or in any other like capacity) any person employed by the Company or its affiliated companies as of the date of such solicitation;
 - (c) solicit any customer or other person with a business relationship with the Company or any of its affiliated companies to terminate, curtail or otherwise limit such business relationship; or
 - (d) in any other manner interfere in the business relationship the Company or any of its affiliated companies have with any customer or any third-party service provider or other vendor.

Notwithstanding the foregoing, this Section 1 shall not be violated solely as a result of your mere ownership of securities in any enterprise.

2. **Confidentiality.** All Confidential Information (as defined below) which you acquire or have acquired in connection with or as a result of the performance of services for the Company shall be kept secret and confidential by you for so long as the information you acquire or have acquired remains Confidential Information, unless (a) the Company otherwise consents, (b) you are legally required to disclose such Confidential Information by a court of competent jurisdiction, (c) you disclose such Confidential Information to the United States Securities and Exchange Commission, to the extent necessary to report suspected or actual violations of United States securities laws or (d) your disclosure of Confidential Information is protected under the whistleblower provisions of any other state or federal laws or regulations. You understand that if you make a disclosure of Confidential Information that is covered under subparagraph (c) or (d) above, you are not required to inform the Company, in advance or otherwise, that you have made such disclosure(s), and nothing herein shall prohibit you from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding. “Confidential Information” shall mean information relating to the Company’s, its divisions’ and

¹ In the case of all Participants other than the CEO.

² In the case of the CEO.

subsidiaries' and their successors' business practices and business interests, including, but not limited to, customer and supplier lists, business forecasts, business and strategic plans, financial and sales information, information relating to products, process, equipment, operations, marketing programs, research, or product development, engineering records, computer systems and software, personnel records or legal records.

3. Non-disparagement. You agree that you will not at any time make any oral or written defamatory or disparaging remarks, comments or statements concerning the Company or any of its subsidiaries or affiliates, or any of their directors, officers or employees; provided, however, that nothing herein shall prevent you from (i) making truthful remarks, comments or statements in good faith in response to any governmental or regulatory inquiry or in any judicial, administrative or other proceeding or governmental investigation or (ii) providing any information that may be required by law). This paragraph is not intended to, and shall be interpreted in a manner that does not, limit or restrict you from exercising any legally protected whistleblower rights (including pursuant to Rule 21F under the Exchange Act). Specifically, nothing in this paragraph shall prohibit you from (A) filing and, as provided under Section 21F of the Exchange Act, maintaining the confidentiality of, a claim with any governmental agency that is responsible for enforcing a law, (B) making any oral or written remarks, comments or statements to the extent required by law or legal process or permitted by Section 21F of the Exchange Act or (C) cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding,

4. Cooperation. If reasonably requested by the Company, you shall cooperate with the Company in connection with any investigations, arbitrations, litigations or similar matters that may arise out of your service to the Company. The Company shall make reasonable efforts to minimize disruption to your other activities and will reimburse you for reasonable expenses incurred in connection with such cooperation.

5. Injunctive Relief. In the event of a breach or threatened breach of any covenant contained herein, you agree that the Company shall be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, and that damages would be inadequate and insufficient. You shall not, and hereby waive and release any rights or claims to, contest or challenge the reasonableness, validity or enforceability of the restrictions contained in this Plan, whether in court, arbitration or otherwise.

VALVOLINE SEVERANCE PAY PLAN

VALVOLINE SEVERANCE PAY PLAN
(bands 20, EG01, EG02 and UNG)
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INTRODUCTION

This booklet describes the Valvoline Severance Pay Plan as applied to employees of the company in bands 20, EG01, EG02 and band UNG (the “Designated Groups”). The plan may provide compensation to you if your active employment is terminated under certain circumstances. This booklet describes the plan as in effect on May 15, 2017.

If you have questions about the plan, please contact your local Human Resources Representative.

No provision of the plan: (1) gives any employee the right to continued employment; (2) affects the company’s right to terminate or discharge an employee at any time; (3) gives the company the right to require any employee to remain employed; or (4) affects any employee’s right to terminate employment.

References to “Valvoline” or the “company” refer to Valvoline Inc., its subsidiaries, its commercial units and its divisions. References to the “plan sponsor” or “plan administrator” refer to Valvoline Inc.

PLAN INFORMATION

Eligibility

You are eligible to participate in this plan if you are a regular, full-time employee of the company in a Designated Group as of immediately prior to your termination of employment.

Exclusions from Eligibility

Notwithstanding the foregoing, you are not eligible to participate in the plan if:

- You are covered by a collective bargaining agreement, unless the collective bargaining agreement provides you are eligible for the plan;
 - You are party to an employment agreement or other agreement with the company that provides severance payments or benefits, other than an employment agreement or other agreement with the company that provides severance payments or benefits solely in connection with a “Change in Control” of the Company;
 - You are in a classification of one or more employees designated in advance by the plan sponsor as exempted from participating in the plan (*e.g.* , you became employed with the company as part of a purchase of a business and the plan sponsor determines that the group of employees of which you are a part is not eligible to participate in the plan);
 - You are employed by a non-U.S. subsidiary of the company (unless you are a U.S. employee on expatriate assignment); or
-

- You reside and work outside of the United States and you are subject to a statutory severance or similar obligation required under the law of the foreign jurisdiction in which you work.

Conditions of Severance Payments and Benefits

If you are eligible to participate in the plan, you will be entitled to receive severance payments and benefits under the plan if the plan administrator determines that your termination occurs as a direct result of:

1. the permanent closing of a location or plant;
2. job discontinuance;
3. resignation for Good Reason (as defined below); or
4. any circumstances in which your active employment is terminated at the company's initiative for reasons not excluded under the plan. (See the **Terminations Not Covered** section for limitations.)

However, for severance payments and benefits to become payable, you must satisfy the terms and conditions contained in the plan, including the following:

1. If you are given advance notice, you must continue to work until you are officially released by the company; and
2. You must sign and execute a Severance Agreement and General Release prepared by appropriate company legal counsel, and the Severance Agreement and General Release must become effective and irrevocable in accordance with its terms by the later of (i) the 14th day following your termination of employment and (ii) the expiration of any applicable consideration and revocation periods under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, but in any event no later than the 55th day following your termination of employment (the applicable "Review Period").

The Severance Agreement and General Release will include a general release of claims in favor of the company, its affiliates and their respective officers and directors, and may include provisions regarding non-competition, non-solicitation, non-interference, non-disparagement, confidentiality and further cooperation. The Severance Agreement and General Release may be changed for each termination covered by this plan.

Your Human Resources representative will coordinate the preparation and execution of the Severance Agreement and General Release and provide you with a copy for your file. You will be responsible for obtaining any legal advice you determine to be necessary.

Good Reason

“ Good Reason ” means the occurrence of any of the following without your consent:

- an aggregate reduction of 15 percent or more to the sum of (i) your annual base salary, plus (ii) your target annual bonus opportunity; or
- the relocation of your principal place of business by more than 50 miles.

Good Reason will not exist unless and until you provide the company with written notice of the act(s) alleged to constitute Good Reason within 90 days of your knowledge of the occurrence of such act(s), and the company fails to cure such acts within 30 days of receipt of such notice. Further, if the company fails to cure such act(s) within this 30-day period, then you must exercise the right to terminate your employment for Good Reason within 60 days thereafter, in order for the termination to be for Good Reason.

Amount of Severance Payments and Benefits

If you are eligible to participate in the plan and you satisfy the conditions for severance payments and benefits, you will be entitled to receive the severance payments and benefits described below. See the **Duplication of Payments** and **Deferred Terminations** sections for limitations.

1. Severance Payments. You will be entitled to receive severance payments in an aggregate amount equal to the following number of weeks of your base rate of pay (such number of weeks, your “ Severance Period ”). See the **Method of Payment** section for payment procedures. Your base rate of pay will be determined by the plan administrator in accordance with the company’s customary procedures.

Position/Band	Severance Period
Chief Executive Officer	104 weeks of base rate of pay
Other Band UNG	78 weeks of base rate of pay
Band EG02	52 weeks of base rate of pay
Bands 20 and EG01	2 weeks of base rate of pay for each completed year of Continuous Service (as described below), but in any case no less than 4 weeks and no more than 52 weeks.

2. Prorated Severance Bonus. You will be entitled to receive a prorated severance bonus in lieu of any payment under the applicable annual cash bonus or annual incentive plan in which you participate at the time of your termination (if any). The amount of such pro-rata severance bonus will be based on the amount you would have received under the plan had you remained employed through the date required to receive a payment for the plan year in which your termination date occurs, based on the company’s actual performance for the plan year as

determined by the company. This amount will be pro-rated based on a fraction, the numerator of which is the number of full months you worked during the applicable plan year prior to the date of your termination and the denominator of which is 12. The pro-rata severance bonus will be paid to you in cash at the time payments are otherwise made under the applicable annual cash bonus or annual incentive plan, but in no event later than the date required to qualify such payment as a “short-term deferral” for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code” and “Section 409A”).

3. Outplacement Services. You will be entitled to receive up to the following aggregate amount in outplacement services with a firm to be selected and approved by the company, for a period of no more than 24 consecutive months following your termination date. The company will make such payment directly to the outplacement firm.

Position/Band	Severance Period
Chief Executive Officer and Other Band UNG	\$25,000
Band EG02	\$15,000
Band EG01	\$10,000
Band 20	\$7,500

4. Continued Coverage Under Group Health Plans. Your then-existing coverage under the company’s group health plans (and, if applicable, the then-existing group health plan coverage for your eligible dependents) will end on the date on which your employment terminates. You and your eligible dependents may then be eligible to elect temporary coverage under the company’s group health plans in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”). If you elect COBRA continuation coverage, then you and your eligible dependents will continue to be covered under the company’s group health plans, and the company will pay the premiums for such coverage, to the extent it is available, during the duration of your Severance Period. After such period of employer-paid coverage, you may continue COBRA coverage, to the extent it is available, at your own expense in accordance with COBRA. No provision of the plan will affect the continuation coverage rules under COBRA or the length of time during which COBRA coverage will be made available to you, and all your other rights and obligations under COBRA will be applied in the same manner that such rules would apply in the absence of the plan. Notwithstanding any of the foregoing, the company, in its sole discretion, may amend or terminate any of its group health plans prior to or following your termination date in accordance with the terms and provisions of its group health plans.

Your long-term equity incentive awards will be treated in accordance with the terms of the applicable plan and award agreement.

Method of Payment

Severance payments will be made in equal installments during your Severance Period in accordance with the company's normal payroll practices (e.g., every two weeks), beginning with the first company payroll date that occurs after your termination of employment, so long as your Severance Agreement and General Release has become effective and irrevocable in accordance with its terms. Any amounts that would otherwise be paid before your Severance Agreement and General Release has become effective and irrevocable in accordance with its terms will be delayed and will be paid in a single lump sum on the first company payroll date that occurs after your Severance Agreement and General Release becomes effective and irrevocable in accordance with its terms, so long as your Severance Agreement and General Release becomes effective and irrevocable in accordance with its terms prior to the expiration of the applicable Review Period. If, however, (i) a portion of your benefits exceeds the threshold amount set forth below in the **Payments to Specified Employees** section (regardless of whether you qualify for Specified Employee status at the time of your termination), and (ii) the applicable Review Period (as defined herein) spans two calendar years, the first payment shall commence on the first company payroll date that occurs in the second calendar year and after the Severance Agreement and General Release has become effective and irrevocable in accordance with its terms (and such first installment shall include all installment payments that would otherwise have been paid prior to such date if this provision did not apply), except as otherwise provided in the **Payments to Specified Employees** section. Payments to Specified Employees are subject to special limits and certain severance payments to Specified Employees may be delayed as described in the **Payments to Specified Employees** section. Notwithstanding anything contained herein to the contrary, the plan sponsor reserves the right to determine the method of payment of any severance payment or benefit, in its sole discretion, to the extent the payment or benefit does not constitute deferred compensation under Section 409A.

Severance payments under this plan cannot be contingent upon your retirement and the amount thereof cannot exceed twice your annual compensation during the preceding year. For this purpose, "annual compensation" means the total amount that was paid or would have been paid to you if you had been employed with the company during all of the preceding calendar year, as determined by the plan sponsor.

Severance payments and benefits under this plan are subject to all applicable federal and state tax withholding, including FICA.

Any election before your termination to defer salary to the Valvoline Deferred Compensation Plan stops at your termination of active employment.

Clawback

The severance payments and benefits under this plan are subject to any policy (whether in existence as of the effective date of this plan or later adopted) established by the company providing for clawback or recovery of amounts that were paid to you. In addition, if within 24 months following the termination of your employment, the company discovers

that circumstances existed at the time of your termination such that your termination would be a termination in which you were not eligible to receive severance (refer to the section entitled **Terminations Not Covered**), or that you violated the terms of any agreement between you and the company, including any restrictive covenant contained in your Severance Agreement and General Release, then:

- (i) your right to receive any further severance payments or benefits under this plan shall be immediately forfeited;
- (ii) the company may eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by the company (either directly or under any employee benefit or compensation plan, agreement, or arrangement) to you or on your behalf in an amount up to the total amount paid or payable to you under this plan (except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A and such elimination or reduction would trigger a tax or penalty under Section 409A); and
- (iii) the company may require you to pay to the company an amount up to the total amount paid to you under this plan;

in the case of each of clauses (ii) and (iii), together with the amount of the company's court costs, attorney fees, and other costs and expenses incurred in connection therewith.

Payments to Specified Employees

"Specified Employee" status is determined by the plan sponsor as of December 31 of each year and is then effective for the 12-month period beginning on January 1 of the next calendar year.

Severance payments to a Specified Employee that exceed a specified threshold amount are subject to a six-month delay of payment. The threshold amount is equal to the sum of (i) the amount of your severance that is considered a "short-term deferral" for purposes of Section 409A, plus (ii) the lesser of the following amounts (to the extent the amounts described in this clause (ii) are paid no later than the last day of the Specified Employee's second tax year following the tax year in which his or her termination occurs):

- Two times your annual base pay for the prior calendar year (adjusted for any increase that occurred during that year and that was expected to last indefinitely, but for the termination); and
- Two times the maximum limit under Section 401(a)(17) of the Code for the year of the termination (\$540,000 in 2017, which is two times the 2017 limit of \$270,000).

The excess of the total amount of severance payments over the threshold amount is considered "deferred compensation" for purposes of Section 409A and, if that excess would otherwise be paid to a Specified Employee within six months of his or her termination, it cannot be paid until the first payroll date of the seventh month following

the Specified Employee's termination. The amount that must be delayed, as determined by the plan administrator, would be paid in a single lump sum in the seventh month following the Specified Employee's termination, unadjusted for any earnings.

Duplication of Payments

There will be no duplication of severance payments or benefits for the same period of Continuous Service (as described below). For example, to the extent permitted by Section 409A, you will not receive severance payments or benefits under this plan to the extent you previously received payments or benefits under this plan, or you received or are entitled to receive any other payment in the nature of a severance payment or benefit, with respect to the same period of Continuous Service.

Continuous Service

“Continuous Service” is your period of employment, generally ending on the date of your termination and beginning with the latest of:

- your hire date;
- your rehire date; or
- your adjusted service date, as determined by the plan administrator in accordance with the company's customary procedures.

Your period of employments with Ashland Global Holdings Inc. or any of its subsidiaries prior to the initial public offering of the company's common stock will count towards your Continuous Service for purposes of this plan.

Terminations Not Covered

Except as otherwise determined by the plan sponsor, the following are circumstances when termination of active employment with the company would not result in the payment of severance benefits under this plan:

1. Refusal to sign, or revocation of, the Severance Agreement and General Release provided by the company;
2. Discharge for less than effective performance, absenteeism or misconduct;
3. Voluntary resignations without Good Reason (as defined herein);
4. Declining an offer by the company or a purchaser or successor of the company of equivalent employment as an alternative to termination, provided that a transfer to a new geographic location shall not be considered to be “equivalent employment” ;
5. Accepting an offer of employment by the company of non-equivalent employment;
6. The sale, exchange or transfer of company property to another employer who assumes the operations of a company facility or business, unless such sale, exchange or transfer results in unemployment caused by reasons

- other than the employee's refusal to accept or continue employment with the new employer, as determined by the plan sponsor;
7. Terminations following (but not prior to) a "Change in Control" of the Company if the employee is a party to an employment agreement or other agreement with the Company that provides for severance payments or benefits in connection with such event, or if the employee is a participant in the "Valvoline Change in Control Severance Plan";
 8. Death;
 9. Retirement;
 10. Entitlement to severance payments or benefits under an employment agreement or other agreement with the company that provides for severance payments or benefits, other than an employment agreement or other agreement with the company that provides for severance payments or benefits solely in connection with a "Change in Control" of the Company;
 11. Terminations while on a personal unpaid leave of absence when reinstatement attempts following the expiration of any leave guaranteed by law are unsuccessful; and
 12. Subject to certain terminations (refer to the section entitled **Deferred Terminations**), when an employee is able but does not return to work following a period of disability.

Section 280G Cutback

In the event that you become entitled to receive severance payments and benefits under this plan, or you become entitled to receive any other amounts in the "nature of compensation" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder (" Section 280G ")) pursuant to any other plan, arrangement or agreement with the company, any person whose actions result in a change of ownership or effective control covered by Section 280G(b)(2) of the Code or any person affiliated with the company or such person, in each case as a result of such change in ownership or effective control (collectively the "Company Payments"), and such Company Payments will be subject to the tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company Payments will be reduced (such reduction, the "Cutback") to one dollar less than the amount which would result in such Company Payments being subject to the Excise Tax, if, after taking into account the Excise Tax and all U.S. federal, state, and local income and payroll tax upon the Company Payments, the net amount retained by you would be greater in the event of such reduction in Company Payments than if such reduction in Company Payments did not occur, as determined by the plan sponsor. To the extent the Cutback applies, the Company Payments will be reduced in the following order: first, the reduction of cash payments not attributable to equity awards which vest on an accelerated basis; second, the cancellation of accelerated vesting of equity awards, third, the reduction of employee benefits; and fourth, any other "parachute payments" (as defined in Section 280G). You will be solely liable for any Excise Tax.

Deferred Terminations

If, at the time of your scheduled termination for reasons covered under this plan, you are absent from work and on a company-provided leave of absence due to your own illness or injury, then you may be eligible to file a claim for benefits under the company's long-term disability plan ("LTD"). If you elect to file a claim for LTD benefits, your scheduled termination will be deferred pending a decision on your LTD claim. During this time, your eligibility to continue to receive paid and/or unpaid leave under the company's regular plans and policies will not be impacted. If your LTD claim is denied, your termination will then be processed retroactively and you will be eligible to receive benefits under this plan. If your LTD claim is approved, you will be treated as any disabled individual in accordance with the applicable company policies and benefit plans; however, any severance payments and benefits you are eligible to receive under this plan will be reduced by any pay you receive during your Severance Period pursuant to your LTD claim.

CLAIM PROCEDURES

How to Apply for Benefits

If you believe you are entitled to plan benefits, contact the Employee Benefits Department or your local Human Resources Representative.

Notice of Claim Denial/Right of Appeal

Initial Claim - Notice of Denial

Written notification of a denied claim will be delivered to the claimant in a reasonable period, but not later than 90 days after the claim is received. The 90-day period can be extended under special circumstances. If special circumstances apply, the claimant will be notified before the end of the 90-day period after the claim was received. The notice will identify the special circumstances. It will also specify the expected date of the decision. When special circumstances apply, the claimant must be notified of the decision not later than 180 days after the claim is received.

The written decision will include:

- The reasons for the denial.
- Reference to the plan provisions on which the denial is based. The reference need not be to page numbers or to section headings or titles. The reference only needs to sufficiently describe the provisions so that the provisions could be identified based on that description.
- A description of additional materials or information needed to process the claim. It will also explain why those materials or information are needed.

- A description of the procedure to appeal the denial, including the time limits applicable to those procedures. It will also state that the claimant may file a civil action under Section 502 of the Employee Retirement Income Security Act of 1974 (“ERISA”) (§29 U.S.C. 1132). The claimant must complete the plan’s appeal procedure before filing a civil action in court.

If the claimant does not receive notice of the decision on the claim within the prescribed time periods, the claim is deemed denied. In that event the claimant may proceed with the appeal procedure described below.

Appeal of Denied Claim

The claimant may file a written appeal of a denied claim with the plan administrator in Lexington, Kentucky. Valvoline Inc. is the named fiduciary under ERISA for purposes of the appeal of the denied claim. Valvoline Inc. has delegated its authority to the Valvoline Inc. Benefit Appeals Panel (the “Panel”). The Panel has authority to further delegate some of its authority. The appeal must be sent at least 60 days after the claimant received the denial of the initial claim. If the appeal is not sent within this time, then the right to appeal the denial is waived.

The claimant may submit materials and other information relating to the claim. The Panel (or its delegate) will appropriately consider these materials and other information, even if they were not part of the initial claim submission. The claimant will also be given reasonable and free access to, or copies of documents, records and other information relevant to the claim.

Written notification of the decision on the appeal will be delivered to the claimant in a reasonable period, but not later than 60 days after the appeal is received. The 60-day period can be extended under special circumstances. If special circumstances apply, the claimant will be notified before the end of the 60-day period after the appeal was received. The notice will identify the special circumstances. It will also specify the expected date of the decision. When special circumstances apply, the claimant must be notified of the decision not later than 120 days after the appeal is received.

Special rules apply if the company or the Panel designates a committee as the appropriate named fiduciary for purposes of deciding appeals of denied claims. For the special rules to apply, the committee (or the Panel if it functions as such a committee) must meet regularly on at least a quarterly basis.

When the special rules for committee meetings apply, the decision on the appeal must be made not later than the date of the committee meeting immediately following the receipt of the appeal. If the appeal is received within 30 days of the next meeting, then the decision must be made not later than the date of the second committee meeting following the receipt of the appeal.

The period for making the decision on the appeal can be extended under special circumstances. If special circumstances apply, the claimant will be notified by the committee or its delegate before the end of the otherwise applicable period within which to make a decision. The notice will identify the special circumstances. It will also specify the expected date of the decision. When special circumstances apply, the claimant must be notified of the decision not later than the date of the third committee meeting after the appeal is received.

In any event, the claimant will be provided written notice of the decision within a reasonable period, but not later than five days, after the meeting at which the decision is made.

Whether the decision on the appeal is made by a committee or not, a denial of the appeal will include:

- The reasons for the denial.
- Reference to the plan provisions on which the denial is based. The reference need not be to page numbers or to section headings or titles. The reference only needs to sufficiently describe the provisions so that the provisions could be identified based on that description.
- A statement that the claimant may receive free of charge reasonable access to, or copies of, documents, records and other information relevant to the claim.
- A description of any voluntary procedure for an additional appeal, if there is such a procedure. It will also state that the claimant may file a civil action under Section 502 of ERISA (§29 U.S.C. 1132).

If the claimant does not receive notice of the decision on the appeal within the prescribed time periods, the appeal is deemed denied. In that event, the claimant may file a civil action in court in Fayette County, Kentucky.

GENERAL INFORMATION

Plan Sponsor/Administrator

Valvoline Inc., 100 Valvoline Way, Lexington, Kentucky 40509 (telephone: 1-859-357-7777) is both the plan administrator and the plan sponsor. The plan sponsor is the named fiduciary under the plan. The plan administrator has the overall responsibility for the operation of the plan. Participants and beneficiaries may receive from the plan administrator, upon written request, information as to whether a particular employer maintains the plan and, if so, the employer's address.

Plan Identification

The Valvoline Inc. Severance Pay Plan is a welfare plan. It is identified by the following numbers under IRS rules:

- The Employer Identification Number assigned by the IRS to Valvoline Inc. is 30-0939371.
- The plan number assigned to the plan is 501.

Plan Year

For recordkeeping purposes, the plan year is January 1 to December 31.

Legal Service

Service of legal process may be made upon the Secretary of Valvoline Inc., 100 Valvoline Way, Lexington, Kentucky 40509 (1-859-357-7777).

Method of Funding

The plan is funded from the company's general assets, on a pay as you go basis. There is no trust from which benefits are paid and no assets are set aside in advance of the time plan benefits are paid.

Your Rights

As a participant in the plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at various work sites, all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the plan with the U.S. Department of Labor, such as annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. There will be a charge for these documents, and you will be required to furnish a personal check payable to Valvoline Inc. covering the photocopying cost before receiving any copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary financial report.
- File suit in federal court, if any materials requested are not received within 30 days of your request, unless the materials were not sent because of

matters beyond the control of the plan administrator. The court may require the plan administrator to pay you up to \$110 for each day's delay until the materials are received.

In addition to creating rights for plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the plan. These persons are referred to as "fiduciaries" under the law. Fiduciaries must act solely in the interest of plan participants, and they must exercise prudence in the performance of their plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the plan.

Your employer may not fire you or discriminate against you to prevent you from obtaining benefits or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

If you are improperly denied a benefit in full or in part, you have a right to file suit in a federal or state court in Fayette County, Kentucky. If plan fiduciaries are misusing the plan's money, you have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay your legal costs, including attorney's fees.

If you have any questions about this statement or your rights under ERISA, you should contact the plan administrator or the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210.

Plan Interpretations/Administration

The plan administrator and plan sponsor have all necessary, appropriate, discretionary and convenient power and authority to interpret, administer and apply the provisions of the plan with respect to all persons having or claiming to have any rights, benefits, entitlements or obligations under the plan. This includes, without limitation, the ability to make factual determinations, construe and interpret provisions of the plan, determine who is eligible and compute benefits, reconcile any inconsistencies between provisions in the plan or between provisions of the plan and any other statement concerning the plan, whether oral or written, supply any omissions to the plan or any document associated with the plan, and to correct any defect in the plan or in any document associated with the plan. All such factual determinations and interpretations of the plan and documents associated with the plan and questions concerning its administration and application as determined by the plan administrator or plan sponsor shall be binding on all persons having an interest under the plan.

Plan Documents

This document constitutes the summary plan description and the plan document of the Valvoline Severance Pay Plan. References to “plan” herein include all amendments that have been made to it. The plan sponsor has the right to modify plan provisions for a particular severance program for one or more eligible employees. In that event, the descriptions of that particular program produced by the plan sponsor control over the terms of this document to the extent they are inconsistent with each other.

Section 409A

It is intended that the severance payments and benefits provided under this plan will be exempt from, or comply with, the requirements of Section 409A, and the plan shall be construed, administered and governed in a manner that affects such intent. Each payment under this plan will be treated as a separate payment under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code” and “Section 409A”). With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (iii) such payments shall be made on or before the last day of the participant’s taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder. Any payments subject to Section 409A to be made under the plan upon a termination of employment shall only be made upon a “separation from service” within the meaning of Section 409A.

Non-Assignments of Benefits

You may not anticipate, assign, pledge, alienate or encumber benefits to which you are entitled under this plan. If you are entitled to plan benefits paid as installments, then you may continue to have contributions deducted from them to pay for company benefits that you are still eligible to maintain, as determined by the plan sponsor. To the extent you have any right to receive plan benefits you are an unsecured creditor of the company. You have no other right, title or interest in the assets of the company because of this plan.

Plan Amendment/Termination

The plan sponsor, by action of its board of directors or the board’s delegate (pursuant to resolution, by-law, or otherwise), reserves the right, in its sole discretion, to amend, suspend, modify, interpret, terminate or otherwise discontinue the plan or change the funding method at any time without the requirement to give cause or consideration to any individual; provided, however, that no amendment, suspension, modification, interpretation, termination or other discontinuance that has the effect of adversely affecting any participant who becomes entitled to receive payments and benefits under the plan prior to, or within six months after, the date of such action shall be effective without the written consent of such participant.

Successors

The company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the company expressly to assume and agree to provide severance payments and benefits pursuant to the plan in the same manner and to the same extent that the company would be required to perform its obligations under the plan if no such succession had taken place.

Authority to Delegate

The plan administrator or plan sponsor may employ one or more persons to render advice with respect to its fiduciary responsibilities. The plan administrator or plan sponsor may also delegate fiduciary responsibilities to one or more persons who shall have the rights to employ one or more persons to render advice with respect to its fiduciary duties. There is no restriction on any person serving in more than one fiduciary capacity under the plan.

Elections and Notices

An election, designation, notice or other correspondence made regarding coverage or benefits under the plan shall not be effective unless it is made both in writing and received by the plan administrator (or its delegate), except as otherwise provided under the terms of the plan or by the plan administrator.

Applicable Law

This plan shall be construed and enforced according to Kentucky state law, to the extent that Kentucky state law is not preempted by federal law.

*Valvoline Inc.
100 Valvoline Way
Lexington, Kentucky 40509*

Valvoline Severance Pay Plan (base salary bands 20, EG01, EG02 and UNG)

PERFORMANCE UNIT AGREEMENT

Name of Participant: _____

Name of Plan: 2016 Valvoline Inc. Incentive Plan

Number of Performance Units: _____

Three-Year Performance Period: _____

Vesting Dates: _____

Date of Award: _____, 20____

Valvoline Inc. ("Valvoline") hereby grants to the above-named Participant (the "Participant") _____ Performance Units (this "Award") pursuant to the 2016 Valvoline Inc. Incentive Plan (the "Plan") and this agreement (this "Agreement"), in order to provide the Participant with an additional incentive to continue his or her services to Valvoline and its Subsidiaries and to continue to work for the best interests of Valvoline and its Subsidiaries. The Performance Units represent the contingent right (as set forth herein) of the Participant to receive a number of shares of Common Stock, based upon the achievement of the performance goals set forth in the Long-Term Incentive Plan Program Memorandum (the "LTIP") (Attachment 1), to be delivered within 30 days after the Award becomes vested as provided herein.

Valvoline confirms this Award to the Participant, as a matter of separate agreement and not in lieu of salary or any other compensation for services, of the number of Performance Units set forth above, subject to and upon all the terms, provisions and conditions contained herein and in the LTIP and the Plan, including but not limited to the forfeiture provisions of Section 16(H) of the Plan. Capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the Plan or the LTIP, as applicable.

Following acceptance of this Award by the Participant, as provided for hereunder, the Performance Units will become vested on the vesting date set forth above (the "Vesting Date"), based upon the achievement of the performance goals set forth in the LTIP; provided that, except as otherwise provided in this Agreement or as otherwise determined by the Compensation Committee, in the case of the Participant's termination of employment for any reason prior to the Vesting Date, all the Performance Units that have not vested prior to such termination of employment will be forfeited. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, provide for accelerated vesting of the Award or any portion thereof at any time and for any reason.

In the event the Participant's employment is terminated because of death, Disability (as defined in the Plan) or a Qualifying Termination (as defined in the Plan), (i) a pro-rata portion of the Performance Units (determined by multiplying the number of Performance Units by a fraction, the numerator of which is the number of days from the first day of the Performance Period through the date of such termination, and the denominator of which is the full number of days in the Performance Period (rounded to the nearest whole number)) will remain outstanding, and

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will become vested on the Vesting Date based upon the achievement of the performance goals set forth in the LTIP, and (ii) the remainder of the Performance Units shall be forfeited.

Notwithstanding anything to the contrary in Section 12 of the Plan, (1) in the event a Change in Control occurs following the Participant's death, Disability or Qualifying Termination, the pro-rata portion of the Performance Units that remained outstanding following such event as described in the immediately preceding sentence shall become vested as of immediately prior to the Change in Control based on the Specified Performance Factor (as defined below), and (2) in all other cases the Performance Units will be treated as follows in the event of a Change in Control:

(i) If the Award is assumed, continued, converted or replaced by the surviving or resulting entity in connection with the Change in Control, then:

(a) a pro-rata portion of the Performance Units will become vested as of immediately prior to the Change in Control based on the Specified Performance Factor, with such proration determined by multiplying the number of Performance Units by a fraction, the numerator of which is the number of days from the first day of the Performance Period through the date of the Change in Control, and the denominator of which is the full number of days in the Performance Period (rounded to the nearest whole number); and

(b) the remaining Performance Units will be converted into a number of time-based, stock-settled Restricted Stock Units of the surviving or resulting entity, based on the Specified Performance Factor;

and otherwise on the same terms and conditions as were applicable to such Performance Units as of immediately prior to the Change in Control (including vesting schedule), subject to the Participant's continued employment with the successor or resulting entity or its Subsidiaries through the Vesting Date (and not subject to any performance-based vesting conditions); provided that any such Restricted Stock Units then-outstanding and unvested will immediately vest upon the termination of the Participant's employment by the successor or resulting entity or its Subsidiaries without Cause (as defined in the Plan), but not as a result of the Participant's Disability (as defined in the Plan) or death, during the one-year period immediately following the date of the Change in Control.

(ii) If the Award is not assumed, continued, converted or replaced by the surviving or resulting entity in connection with the Change in Control, then the Performance Units will immediately vest in full (*i.e.* , without proration) as of immediately prior to the Change in Control based on the Specified Performance Factor.

For purposes of this Agreement, the "Specified Performance Factor" shall mean (a) all performance goals set forth in the LTIP being deemed achieved at target level, if the Change in Control occurs during the first twelve (12) months of the Performance Period, and (b) actual achievement of the performance goals set forth in the LTIP through the date of the Change in Control (*i.e.* , as if the date of the Change in Control is the last day of the Performance Period), if the Change in Control occurs after the first twelve (12) months of the Performance Period.

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The Award will not be considered to be assumed, continued, converted or replaced by the surviving or resulting entity in connection with a Change in Control unless, in each case as determined by the Compensation Committee in its sole discretion prior to such Change in Control, (1) the number and kind of shares or other securities underlying the Award are adjusted to prevent dilution of the Recipient's rights hereunder and to preserve the intrinsic value and material terms and conditions of the Award as in effect as of immediately prior to the Change in Control and (2) immediately following the Change in Control the Award (including the time-based, stock-settled Restricted Stock Units described above) relates to shares of stock in the surviving or resulting entity which are publicly traded and listed on a national securities exchange.

The Participant will not have any rights as a shareholder (including voting rights and rights to receive dividends) with respect to the shares of Common Stock subject to the Performance Units until such time, if any, that shares of Common Stock are delivered to the Participant pursuant to the terms of this Agreement. The Participant will not be entitled to any Dividend Equivalents with respect to the Performance Units.

The Performance Units and the Participant's rights under this Agreement may not be sold, assigned, transferred, pledged or otherwise encumbered.

Nothing contained in this Agreement, the LTIP or in the Plan shall confer upon the Participant any right to continue in the employment of, or remain in the service of, Valvoline or any of its Subsidiaries.

Information about the Participant and the Participant's participation in the Plan may be collected, recorded and held, used and disclosed by and among Valvoline, its Subsidiaries and any third party Plan administrators as necessary for the purpose of managing and administering the Plan. The Participant understands that such processing of this information may need to be carried out by Valvoline, its affiliates and Subsidiaries and by third party administrators whether such persons are located within the Participant's country or elsewhere, including the United States of America. By accepting this Award, the Participant consents to the processing of information relating to the Participant and the Participant's participation in the Plan in any one or more of the ways referred to above.

The Participant consents and agrees to electronic delivery of any documents that Valvoline may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Participant understands that, unless earlier revoked by the Participant by giving written notice to Valvoline at 100 Valvoline Way, Lexington, KY 40509, Attention: Stock Plan Administrator, this consent shall be effective for the duration of the Award. The Participant also understands that the Participant shall have the right at any time to request that Valvoline deliver written copies of any and all materials referred to above at no charge.

In consideration of this Award, the Participant agrees that, during the Participant's employment and the twenty-four (24) month period following the Participant's termination of employment for any reason, without the prior written consent of Valvoline, the Participant will not:

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(i) engage directly or indirectly in any manner or capacity as principal, agent, partner, officer, director, employee or otherwise in any business or activity competitive with the business conducted by Valvoline or any of its Subsidiaries; or

(ii) perform any act or engage in any activity that is detrimental to the best interests of Valvoline or any of its Subsidiaries, including, without limitation:

(a) solicit or encourage any existing or former employee, director, contractor, consultant, customer or supplier of Valvoline or any of its Subsidiaries to terminate his, her or its relationship with Valvoline or any of its Subsidiaries for any reason; or

(b) disclose proprietary or confidential information of Valvoline or any of its Subsidiaries to third parties or use any such proprietary or confidential information for the benefit of anyone other than Valvoline and its Subsidiaries (clauses (i) and (ii), the "Participant Covenants");

provided, however, that clause (ii) above shall not be breached in the event that the Participant discloses proprietary or confidential information to the Securities and Exchange Commission, to the extent necessary to report suspected or actual violations of U.S. securities laws, or the Participant's disclosure of proprietary or confidential information is protected under the whistleblower provisions of any applicable law or regulation. Furthermore, Participant is advised that if Participant discloses proprietary or confidential information of Valvoline that constitutes a trade secret to which the U.S. Defend Trade Secrets Act (18 USC Section 1833(b)) applies, then Participant shall not be held criminally or civilly liable under any federal or state trade secret law, or considered to be in violation of the terms of this Agreement, where Participant's disclosure is made solely for the purpose of reporting or investigating a suspected violation of law and in confidence to a federal, state, or local government official, whether directly or indirectly, or to an attorney; or where Participant's disclosure is made in a complaint or other document filed in a lawsuit or other proceeding against Valvoline and such filing is made under seal. The Participant understands that if he or she makes a disclosure of proprietary or confidential information that is covered above, he or she is not required to inform Valvoline, in advance or otherwise, that such disclosure(s) has been made. Nothing in this Agreement shall prohibit the Participant from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding.

Notwithstanding any other provision of the Plan or this Agreement to the contrary, but subject to any applicable laws to the contrary, the Participant agrees that in the event the Participant fails to comply or otherwise breaches any of the Participant Covenants either during the Participant's employment or within twenty-four (24) months following the Participant's termination of employment for any reason, Valvoline may: (i) cancel this Award; (ii) eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by Valvoline or any of its Subsidiaries (either directly or under any employee benefit or compensation plan, agreement, or arrangement, except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A of the Internal Revenue Code ("Section 409A") and such elimination or reduction would trigger a tax or penalty under Section 409A) to or on behalf of the Participant in an amount up to the total amount paid or payable to the Participant under this

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Agreement; and/or (iii) require the Participant to pay Valvoline an amount up to the total amount paid to the Participant under this Agreement, in each case together with the amount of Valvoline's court costs, attorney fees, and other costs and expenses incurred in connection therewith. For purposes of this paragraph, the total amount paid under this Agreement shall be determined based on the closing stock price of Common Stock on the date or dates any shares of Common Stock are delivered in accordance with this Agreement, as determined by the Compensation Committee.

This Award of Performance Units is subject to the Participant's on-line acceptance of the terms and conditions of this Agreement through the [] website. The right to the Performance Units under this Award shall expire if not accepted by _____.

By accepting the terms and conditions of this Agreement, the Participant acknowledges receipt of a copy of the Plan, Prospectus, and Valvoline's most recent Annual Report and Proxy Statement (the "Prospectus Information"). The Participant represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that he or she had the opportunity to obtain independent legal advice at his or her expense prior to accepting this Award.

IN WITNESS WHEREOF, Valvoline has caused this instrument to be executed and delivered effective as of the day and year first above written.

Valvoline Inc.

By: _____

Name: _____

Title: _____

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STOCK APPRECIATION RIGHT AWARD AGREEMENT

Name of Participant: _____

Name of Plan: 2016 Valvoline Inc. Incentive Plan

Number of SARs: _____

Exercise Price Per SAR: \$ _____

Vesting Dates: _____

Date of Award: _____, 20____

Expiration Date: _____, 20____

Valvoline Inc. (“Valvoline”) hereby grants to the above-named Participant (the “Participant”) _____ Stock Appreciation Rights (“SARs” and this “Award”) pursuant to the 2016 Valvoline Inc. Incentive Plan (the “Plan”) and this agreement (this “Agreement”), in order to provide the Participant with an additional incentive to continue his or her services to Valvoline and its Subsidiaries and to continue to work for the best interests of Valvoline and its Subsidiaries. Each SAR represents the contingent right (as set forth herein) of the Participant to receive a number of shares of Common Stock (rounded to the nearest whole share) with a Fair Market Value equal to the product of (1) the excess of the Fair Market Value per share of Common Stock over the exercise price per SAR set forth above, multiplied by (2) the number of shares of Common Stock covered by the SAR (or the portion thereof which is so exercised), to be delivered within 30 days following such exercise. For purposes of this Award, Fair Market Value shall be determined in accordance with the Plan as of the date the SAR is exercised. To the extent vested, this Award may be exercised as provided in the Plan, in whole or in part, until the Expiration Date or such earlier date that the Award terminates as provided herein or pursuant to the Plan.

Valvoline confirms this Award to the Participant, as a matter of separate agreement and not in lieu of salary or any other compensation for services, of the number of SARs set forth above, subject to and upon all the terms, provisions and conditions contained herein and in the Plan, including but not limited to the forfeiture provisions of Section 16(H) of the Plan. Capitalized terms used but not defined in this Agreement shall have the meanings given such terms in the Plan.

Following acceptance of this Award by the Participant, as provided for hereunder, the applicable number of SARs set forth above will become vested and exercisable on the applicable vesting date set forth above (the applicable “Vesting Date”); provided that, except as otherwise provided in Section 12 of the Plan in the event of a Change in Control or as otherwise determined by the Compensation Committee, in the case of the Participant’s death or termination of employment for any reason prior to a Vesting Date, all SARs which have not vested prior to such death or termination of employment will be forfeited, and any SARs which have vested prior to such death or termination and have not been exercised will remain exercisable to the extent set forth in Section 10(E) of the Plan. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, provide for accelerated vesting and exercisability of the Award or any portion thereof at any time and for any reason; provided that the SARs may not be exercised after the expiration date set forth above.

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The Award shall be governed by Section 12 of the Plan in the event of a Change in Control; provided that, without limiting Section 12(A)(3) of the Plan, the Award will not be considered to be assumed, continued, converted or replaced by the surviving or resulting entity in connection with a Change in Control unless, in each case as determined by the Compensation Committee in its sole discretion prior to such Change in Control, (1) the number and kind of shares or other securities underlying the Award, and the exercise price applicable thereto, are adjusted to prevent dilution of the Participant's rights hereunder and to preserve the intrinsic value and material terms and conditions of the Award as in effect prior to the Change in Control, and (2) immediately following the Change in Control the Award relates to shares of stock in the surviving or resulting entity which are publicly traded and listed on a national securities exchange.

The SARs and the Participant's rights under this Agreement may not be sold, assigned, transferred, pledged or otherwise encumbered.

Nothing contained in this Agreement or in the Plan shall confer upon the Participant any right to continue in the employment of, or remain in the service of, Valvoline or any of its Subsidiaries.

Information about the Participant and the Participant's participation in the Plan may be collected, recorded and held, used and disclosed by and among Valvoline, its Subsidiaries and any third party Plan administrators as necessary for the purpose of managing and administering the Plan. The Participant understands that such processing of this information may need to be carried out by Valvoline, its affiliates and Subsidiaries and by third party administrators whether such persons are located within the Participant's country or elsewhere, including the United States of America. By accepting this Award, the Participant consents to the processing of information relating to the Participant and the Participant's participation in the Plan in any one or more of the ways referred to above.

The Participant consents and agrees to electronic delivery of any documents that Valvoline may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Participant understands that, unless earlier revoked by the Participant by giving written notice to Valvoline at 100 Valvoline Way, Lexington, KY 40509, Attention Stock Plan Administrator, this consent shall be effective for the duration of the Award. The Participant also understands that the Participant shall have the right at any time to request that Valvoline deliver written copies of any and all materials referred to above at no charge.

In consideration of this Award, the Participant agrees that, during the Participant's employment and the twenty-four (24) month period following the Participant's termination of employment for any reason, without the prior written consent of Valvoline, the Participant will not:

(i) engage directly or indirectly in any manner or capacity as principal, agent, partner, officer, director, employee or otherwise in any business or activity competitive with the business conducted by Valvoline or any of its Subsidiaries; or

(ii) perform any act or engage in any activity that is detrimental to the best interests of Valvoline or any of its Subsidiaries, including, without limitation:

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(a) solicit or encourage any existing or former employee, director, contractor, consultant, customer or supplier of Valvoline or any of its Subsidiaries to terminate his, her or its relationship with Valvoline or any of its Subsidiaries for any reason; or

(b) disclose proprietary or confidential information of Valvoline or any of its Subsidiaries to third parties or use any such proprietary or confidential information for the benefit of anyone other than Valvoline and its Subsidiaries (clauses (i) and (ii), the “ Participant Covenants ”);

provided, however, that clause (ii) above shall not be breached in the event that the Participant discloses proprietary or confidential information to the Securities and Exchange Commission, to the extent necessary to report suspected or actual violations of U.S. securities laws, or the Participant’s disclosure of proprietary or confidential information is protected under the whistleblower provisions of any applicable law or regulation. Furthermore, Participant is advised that if Participant discloses proprietary or confidential information of Valvoline that constitutes a trade secret to which the U.S. Defend Trade Secrets Act (18 USC Section 1833(b)) applies, then Participant shall not be held criminally or civilly liable under any federal or state trade secret law, or considered to be in violation of the terms of this Agreement, where Participant’s disclosure is made solely for the purpose of reporting or investigating a suspected violation of law and in confidence to a federal, state, or local government official, whether directly or indirectly, or to an attorney; or where Participant’s disclosure is made in a complaint or other document filed in a lawsuit or other proceeding against Valvoline and such filing is made under seal. The Participant understands that if he or she makes a disclosure of proprietary or confidential information that is covered above, he or she is not required to inform Valvoline, in advance or otherwise, that such disclosure(s) has been made. Nothing in this Agreement shall prohibit the Participant from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding.

Notwithstanding any other provision of the Plan or this Agreement to the contrary, but subject to any applicable laws to the contrary, the Participant agrees that in the event the Participant fails to comply or otherwise breaches any of the Participant Covenants either during the Participant’s employment or within twenty-four (24) months following the Participant’s termination of employment for any reason, Valvoline may: (i) cancel this Award; (ii) eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by Valvoline or any of its Subsidiaries (either directly or under any employee benefit or compensation plan, agreement, or arrangement, except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A of the Internal Revenue Code (“ Section 409A ”) and such elimination or reduction would trigger a tax or penalty under Section 409A) to or on behalf of the Participant in an amount up to the total amount paid or payable to the Participant under this Agreement; and/or (iii) require the Participant to pay Valvoline an amount up to the total amount paid to the Participant under this Agreement, in each case together with the amount of Valvoline’s court costs, attorney fees, and other costs and expenses incurred in connection therewith. For purposes of this paragraph, the total amount paid under this Agreement shall be determined based on the closing stock price of Common Stock on the date or dates any shares of Common Stock are delivered in accordance with this Agreement, as determined by the Compensation Committee.

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This Award of Stock Appreciation Rights is subject to the Participant's on-line acceptance of the terms and conditions of this Agreement through the [] website. The right to the Stock Appreciation Rights under this Award shall expire if not accepted by _____.

By accepting the terms and conditions of this Agreement, the Participant acknowledges receipt of a copy of the Plan, Prospectus, and Valvoline's most recent Annual Report and Proxy Statement (the "Prospectus Information"). The Participant represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that he or she had the opportunity to obtain independent legal advice at his or her expense prior to accepting this Award.

IN WITNESS WHEREOF, Valvoline has caused this instrument to be executed and delivered effective as of the day and year first above written.

Valvoline Inc.

By: _____

Name: _____

Title: _____

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RESTRICTED STOCK UNIT AGREEMENT

Name of Participant: _____

Name of Plan: 2016 Valvoline Inc. Incentive Plan

Number of Restricted Stock Units: _____

Vesting Dates: _____

Date of Award: _____, 20____

Valvoline Inc. ("Valvoline") hereby grants to the above-named Participant (the "Participant") _____ a Restricted Stock Unit ("RSU") award (this "Award") pursuant to the 2016 Valvoline Inc. Incentive Plan (the "Plan") and this agreement (this "Agreement"), in order to provide the Participant with an additional incentive to continue his or her services to Valvoline and its Subsidiaries and to continue to work for the best interests of Valvoline and its Subsidiaries. Each Restricted Stock Unit represents the contingent right (as set forth herein) of the Participant to receive a cash amount equal to the Fair Market Value of one share of Common Stock, par value \$0.01 per share, on the applicable vesting date (as defined below).

Valvoline confirms this Award to the Participant, as a matter of separate agreement and not in lieu of salary or any other compensation for services, of the number of RSUs set forth above, subject to and upon all the terms, provisions and conditions contained herein and in the Plan, including but not limited to the forfeiture provisions of Section 16(H) of the Plan. Capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the Plan.

Following acceptance of this Award by the Participant, as provided for hereunder, the applicable number of RSUs set forth above will become vested on the applicable vesting date set forth above (the applicable "Vesting Date"); provided that, except as otherwise provided in Section 12 of the Plan in the event of a Change in Control or as otherwise determined by the Compensation Committee, in the case of the Participant's death or termination of employment for any reason prior to a Vesting Date, all RSUs which have not vested prior to such death or termination of employment will be forfeited. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, provide for accelerated vesting of the Award or any portion thereof at any time and for any reason.

The Award shall be governed by Section 12 of the Plan in the event of a Change in Control; provided that, without limiting Section 12(A)(3) of the Plan, the Award will not be considered to be assumed, continued, converted or replaced by the surviving or resulting entity in connection with a Change in Control unless, in each case as determined by the Compensation Committee in its sole discretion prior to such Change in Control, (1) the number and kind of shares or other securities underlying the Award are adjusted to prevent dilution of the Participant's rights hereunder and to preserve the intrinsic value and material terms and conditions of the Award as in effect prior to the Change in Control, and (2) immediately following the Change in Control the Award relates to shares of stock in the surviving or resulting entity which are publicly traded and listed on a national securities exchange.

On each date that cash dividends are paid to holders of Common Stock, the Participant will be credited with a number of additional Restricted Stock Units equal to (1) the product of (A) the

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number of then-outstanding Restricted Stock Units held by the Participant as of the date of record for such dividend multiplied by (B) the per share cash dividend amount, divided by (2) the closing stock price of Common Stock on the NYSE Composite Tape on the date of record for such dividend. Such additional Restricted Stock Units will be subject to the same vesting conditions and restrictions as the underlying Restricted Stock Units to which they relate and shall be subject to all the terms and conditions of this Agreement and the Plan.

The Restricted Stock Units and the Participant's rights under this Agreement may not be sold, assigned, transferred, pledged or otherwise encumbered.

Nothing contained in this Agreement or in the Plan shall confer upon the Participant any right to continue in the employment of, or remain in the service of, Valvoline or any of its Subsidiaries.

Information about the Participant and the Participant's participation in the Plan may be collected, recorded and held, used and disclosed by and among Valvoline, its Subsidiaries and any third party Plan administrators as necessary for the purpose of managing and administering the Plan. The Participant understands that such processing of this information may need to be carried out by Valvoline, its affiliates and Subsidiaries and by third party administrators whether such persons are located within the Participant's country or elsewhere, including the United States of America. By accepting this Award, the Participant consents to the processing of information relating to the Participant and the Participant's participation in the Plan in any one or more of the ways referred to above.

The Participant consents and agrees to electronic delivery of any documents that Valvoline may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Participant understands that, unless earlier revoked by the Participant by giving written notice to Valvoline at 100 Valvoline Way, Lexington, KY 40509, Attention: Stock Plan Administrator, this consent shall be effective for the duration of the Award. The Participant also understands that the Participant shall have the right at any time to request that Valvoline deliver written copies of any and all materials referred to above at no charge.

In consideration of this Award, the Participant agrees that, during the Participant's employment and the twenty-four (24) month period following the Participant's termination of employment for any reason, without the prior written consent of Valvoline, the Participant will not:

- (i) engage directly or indirectly in any manner or capacity as principal, agent, partner, officer, director, employee or otherwise in any business or activity competitive with the business conducted by Valvoline or any of its Subsidiaries; or
- (ii) perform any act or engage in any activity that is detrimental to the best interests of Valvoline or any of its Subsidiaries, including, without limitation:
 - (a) solicit or encourage any existing or former employee, director, contractor, consultant, customer or supplier of Valvoline or any of its Subsidiaries to terminate his, her or its relationship with Valvoline or any of its Subsidiaries for any reason; or
 - (b) disclose proprietary or confidential information of Valvoline or any of its Subsidiaries to third parties or use any such proprietary or confidential information for the

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benefit of anyone other than Valvoline and its Subsidiaries (clauses (i) and (ii), the "Participant Covenants");

provided, however, that clause (ii) above shall not be breached in the event that the Participant discloses proprietary or confidential information to the Securities and Exchange Commission, to the extent necessary to report suspected or actual violations of U.S. securities laws, or the Participant's disclosure of proprietary or confidential information is protected under the whistleblower provisions of any applicable law or regulation. Furthermore, Participant is advised that if Participant discloses proprietary or confidential information of Valvoline that constitutes a trade secret to which the U.S. Defend Trade Secrets Act (18 USC Section 1833(b)) applies, then Participant shall not be held criminally or civilly liable under any federal or state trade secret law, or considered to be in violation of the terms of this Agreement, where Participant's disclosure is made solely for the purpose of reporting or investigating a suspected violation of law and in confidence to a federal, state, or local government official, whether directly or indirectly, or to an attorney; or where Participant's disclosure is made in a complaint or other document filed in a lawsuit or other proceeding against Valvoline and such filing is made under seal. The Participant understands that if he or she makes a disclosure of proprietary or confidential information that is covered above, he or she is not required to inform Valvoline, in advance or otherwise, that such disclosure(s) has been made. Nothing in this Agreement shall prohibit the Participant from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding.

Notwithstanding any other provision of the Plan or this Agreement to the contrary, but subject to any applicable laws to the contrary, the Participant agrees that in the event the Participant fails to comply or otherwise breaches any of the Participant Covenants either during the Participant's employment or within twenty-four (24) months following the Participant's termination of employment for any reason, Valvoline may: (i) cancel this Award; (ii) eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by Valvoline or any of its Subsidiaries (either directly or under any employee benefit or compensation plan, agreement, or arrangement, except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A of the Internal Revenue Code ("Section 409A") and such elimination or reduction would trigger a tax or penalty under Section 409A) to or on behalf of the Participant in an amount up to the total amount paid or payable to the Participant under this Agreement; and/or (iii) require the Participant to pay Valvoline an amount up to the total amount paid to the Participant under this Agreement, in each case together with the amount of Valvoline's court costs, attorney fees, and other costs and expenses incurred in connection therewith. For purposes of this paragraph, the total amount paid under this Agreement shall be determined based on the closing stock price of Common Stock on the date or dates any shares of Common Stock are delivered in accordance with this Agreement, as determined by the Compensation Committee.

This Award of Restricted Stock Units is subject to the Participant's on-line acceptance of the terms and conditions of this Agreement through the [] website. The right to the Restricted Stock Units under this Award shall expire if not accepted by _____ .

By accepting the terms and conditions of this Agreement, the Participant acknowledges receipt of a copy of the Plan, Prospectus, and Valvoline's most recent Annual Report and Proxy Statement (the "Prospectus Information"). The Participant represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that he or she had the opportunity to obtain independent legal advice at his or her expense prior to accepting this Award.

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IN WITNESS WHEREOF, Valvoline has caused this instrument to be executed and delivered effective as of the day and year first above written.

Valvoline Inc.

By: _____

Name: _____

Title: _____

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**CASH-SETTLED RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR NON-U.S. PARTICIPANTS**

Name of Employer: _____

Name of Participant: _____

**Number of Share Units of Valvoline Inc.
Common Stock:** _____

Vesting Schedule: _____

Grant Date: _____

1. **Grant of Restricted Stock Units.** Valvoline Inc. (“Valvoline”) hereby confirms the grant of a cash-settled Restricted Stock Units (“RSU(s)”) award (“Award”) pursuant to the 2016 Valvoline Inc. Incentive Plan (the “2016 Plan”) and this agreement (this “Agreement”) in order to provide the Participant with an additional incentive to continue service to Valvoline and its Subsidiaries and to continue to work for the best interests of Valvoline. This Award entitles the Participant to receive a cash payment calculated in U.S. dollars and payable in the local currency (based upon Valvoline’s then existing internal F/X conversion rate), for each vested RSU equal to the Fair Market Value of one (1) share of Valvoline Common Stock on the applicable Vesting Date (as defined in Section 2 of this Agreement). For purposes of this Agreement “Employer” means the Subsidiary that employs the Participant (unless the Participant is directly employed by Valvoline). Capitalized terms used but not defined in this Agreement shall have the meanings given such terms in the 2016 Plan.

2. **Vesting of Restricted Stock Units.**

(a) The RSUs shall vest in accordance with the Vesting Schedule set forth above so long as the Participant remains continuously employed by Valvoline and its Subsidiaries during the period commencing on the Grant Date and ending on the applicable Vesting Date.

(b) Upon termination of continuous employment with Valvoline and its Subsidiaries for any reason (including by reason of death, Disability or Retirement), the Participant immediately shall cease vesting in the RSUs on the Termination Date and shall forfeit the unvested portion of the RSUs; provided, if the Participant’s termination of employment occurs for Cause, the Participant shall forfeit the RSUs in their entirety (both the vested portion and the unvested portion).

(c) Notwithstanding the foregoing, the Compensation Committee may accelerate the vesting of the RSUs, in whole or in part, in circumstances as it may determine necessary or appropriate in its sole discretion.

(d) For purposes of this Agreement, “Termination Date” shall be the earlier of: (i) the date on which the Participant ceases to render actual continuous services to Valvoline and its Subsidiaries; (ii) the date on which the Participant first provides notice of resignation or is

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provided notice of termination of employment by Valvoline and its Subsidiaries; or (c) the first date of any statutory notice period provided under local law, notwithstanding any entitlement that the Participant might have to notice, pay in lieu of notice, severance pay, or termination pay.

(e) For purposes of this Agreement, "Cause" shall mean (i) the willful and continued failure of the Participant to substantially perform his or her duties with Valvoline and its Subsidiaries (other than such failure resulting from the Participant's incapacity due to physical or mental illness), (ii) willful engaging by the Participant in gross misconduct materially injurious to Valvoline and/or its Subsidiaries, or (iii) the Participant's conviction of or the entering of a plea of nolo contendere (or similar plea under the laws of a jurisdiction outside the United States) to the commission of a felony (or a similar crime or offense under the laws of a jurisdiction outside the United States).

(f) If the Participant is employed and/or resident in a country that is a member of the European Union, this Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Award and this Agreement are invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, Valvoline, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

3. **Settlement of Restricted Stock Units** .

(a) As soon as administratively practicable following the vesting of this Award, Valvoline or the Employer shall issue the Participant a cash payment in U.S. dollars or in local currency (based upon Valvoline's then existing internal F/X conversion rate) for each vested RSU, less any withholding for Tax-Related Items as set forth in Section 4 below.

(b) In addition, this Award carries a Dividend Equivalent, payable in cash, equal to the amount of dividends payable on the dividend payment date with respect to the number of shares represented by the RSUs outstanding on the dividend record date. The Dividend Equivalent will be subject to the same terms and conditions that apply to the RSUs (including vesting conditions), such that no cash payment shall be made to the Participant unless and until the corresponding RSU has vested in accordance with Section 2. The Dividend Equivalent shall be payable at the same time as payment of each vested RSU in accordance with this Section 3(a).

(c) As a condition to the grant of this Award, the Participant agrees to repatriate all payments attributable to the RSUs and other amounts acquired under the 2016 Plan (to the extent such amounts are not paid locally) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by Valvoline and its Subsidiaries, as may be required to allow Valvoline and its Subsidiaries to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under

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local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).

4. **Responsibility for Tax-Related Items**. Regardless of any action Valvoline or the Employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that Valvoline and the Employer: (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant of the RSUs, the vesting of the RSUs and any payments in settlement of any vested RSUs, and (b) do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items.

Prior to the delivery of any cash payment upon the vesting of the Participant's RSUs, if the Participant's country of residence (and/or the country of employment, if different) requires withholding of Tax-Related Items, the Employer shall withhold a portion of the cash payment sufficient to pay the Tax-Related Items required to be withheld. Alternatively, Valvoline or the Employer may withhold the Tax-Related Items required to be withheld from the Participant's regular salary/wages or any other amounts payable to the Participant. In the event the withholding requirements are not satisfied through the withholding from the cash payment attributable to the vested RSUs or through the Participant's regular salary/wages or other amounts payable to the Participant, no payment will be issued to the Participant (or the Participant's estate) upon the vesting of the RSU unless and until satisfactory arrangements (as determined by the Compensation Committee) have been made by the Participant with respect to the payment of any Tax-Related Items that Valvoline or the Employer determines, in its sole discretion, must be withheld or collected with respect to such RSUs.

If the Participant relocates to another jurisdiction during the lifetime of the RSU, the Participant shall be responsible for notifying Valvoline of such relocation and shall be responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one (1) jurisdiction, the Participant acknowledges and agrees that Valvoline, the Employer and/or other Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction. By accepting this Award, the Participant expressly and explicitly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the RSU shall be the Participant's sole responsibility.

5. **Acknowledgement and Waiver**. By accepting the grant of the RSUs, the Participant acknowledges, understands and agrees that:

- (a) the 2016 Plan is established voluntarily by Valvoline, is discretionary in nature and may be modified, amended, suspended or terminated by Valvoline at any time;
- (b) the grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, will be at the sole discretion of Valvoline;

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(d) the Participant's participation in the 2016 Plan shall not create a right to continued employment with Valvoline or the Employer, as applicable, and shall not interfere with the ability of Valvoline or the Employer, as applicable, to terminate the Participant's employment relationship at any time as may be permitted under applicable law and/or any employment agreement;

(e) the Participant is participating voluntarily in the 2016 Plan;

(f) this Award and the resulting benefits are not intended to replace any pension rights or compensation;

(g) this Award and the resulting benefits are not part of normal or expected compensation or salary for any purposes, including, but not limited to calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments insofar as permitted by applicable law and in no event should be considered as compensation for, or relating in any way to, past services for Valvoline, its Subsidiaries and the Employer;

(h) unless otherwise agreed with Valvoline, the RSUs and the income and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any Subsidiary;

(i) this Award will not be interpreted to form an employment contract or relationship with Valvoline, any of its Subsidiaries or the Employer;

(j) the future value of the shares of Common Stock underlying the RSUs is unknown, indeterminable and cannot be predicted with certainty;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of the Participant's employment (for any reason whatsoever and whether or not in breach of local labor laws);

(l) in consideration of the grant of this Award to which the Participant is otherwise not entitled, the Participant expressly and irrevocably agrees never to institute any claim against Valvoline, its Subsidiaries and the Employer, and expressly waives and releases Valvoline, its Subsidiaries and the Employer from any such claim; notwithstanding the foregoing, if any claim is allowed by a court of competent jurisdiction, then, by accepting this Award and participating in the 2016 Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and to have agreed to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(m) neither Valvoline, its Subsidiaries nor the Employer will be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States dollar that may affect the value of the RSUs or any amounts payable to the Participant pursuant to the settlement of the RSUs; and

(n) if Valvoline determines that the Participant has engaged in misconduct prohibited by applicable law or any applicable policy of Valvoline, as in effect from time to time, or Valvoline is required to make recovery from the Participant under applicable law or a

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Valvoline policy adopted to comply with applicable legal requirements, then Valvoline may, in its sole discretion, to the extent it determines appropriate and to the extent permitted under applicable law, (i) recover from the Participant the proceeds from RSUs up to three (3) years prior to the Participant's termination of employment or any time thereafter, (ii) cancel the Participant's outstanding RSUs whether or not vested, and (iii) take any other action required or permitted by applicable law.

6. Data Privacy. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSUs grant materials ("Data") by and among, as applicable, Valvoline, its Subsidiaries and the Employer for the exclusive purpose of implementing, administering and managing the Participant's participation in the 2016 Plan.

The Participant understands that Valvoline, its Subsidiaries and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares of common stock or directorships held in Valvoline, details of all RSUs or any entitlement to RSUs awarded, canceled, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the 2016 Plan.

The Participant understands that Data will be transferred to Valvoline's escrow agent, designated broker or such other stock plan service provider as may be selected by Valvoline in the future, which is assisting Valvoline with the implementation, administration and management of the 2016 Plan. The Participant understands that the recipients of Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting his or her local human resources representative. The Participant authorizes Valvoline, Valvoline's designated broker and any other possible recipients which may assist Valvoline (presently or in the future) with implementing, administering and managing the 2016 Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Participant's participation in the 2016 Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the 2016 Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with Valvoline, its Subsidiaries and the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that Valvoline may not be able to grant the Participant's RSUs or other awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the 2016 Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant should contact his or her local human resources representative.

7. **Change in Control**. Notwithstanding the foregoing, and notwithstanding any provision of Section 12(A) of the 2016 Plan to the contrary, this Award shall be treated as follows in the event of a Change in Control prior to a Vesting Date and while the Participant remains employed by Valvoline and its Subsidiaries:

(a) If this Award is assumed, continued, converted or replaced by the surviving or resulting entity in connection with the Change in Control, then this Award shall continue to vest subject to the Participant's continued employment through the Vesting Dates; provided that the unvested RSUs will immediately vest in full upon the termination of the Participant's employment without Cause and not as a result of the Participant's Disability or death during the one (1) year period commencing on the date of the Change in Control.

(b) If this Award is not assumed, continued, converted or replaced by the surviving or resulting entity in connection with the Change in Control, then the unvested RSUs immediately will vest in full upon the date of the Change in Control.

(c) For purposes of this Agreement, this Award will not be considered to be assumed, continued, converted or replaced by the surviving or resulting entity in connection with the Change in Control unless, in each case as determined by the Compensation Committee in its sole discretion prior to a Change in Control, (i) the number and kind of shares or other securities underlying this Award are adjusted to prevent dilution of the Participant's rights hereunder and to preserve the intrinsic value and material terms and conditions of this Award as in effect prior to the Change in Control, and (ii) immediately following the Change in Control, this Award relates to shares of stock in the surviving or resulting entity which are publicly traded and listed on a national securities exchange.

(d) Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, provide for accelerated vesting of this Award at any time and for any reason.

8. **No Rights of Stock Ownership**. This grant of RSUs does not entitle the Participant to any rights attributable to Share ownership (including to, but not limited to, voting and dividend rights).

9. **Assignment or Transfer of Rights**. The Participant may not sell, transfer, pledge, assign or otherwise alienate or hypothecate any rights under this Agreement other than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Participant only by him or her. The terms of this Award shall be binding upon the executors, administrators, heirs, successors and assigns of the Participant.

10. **Effect of Agreement**. The Participant acknowledges receipt of a copy of the 2016 Plan and represents that he or she is familiar with the terms and provisions thereof (and has had an opportunity to consult counsel regarding the terms of this Award), and hereby accepts this Award and agrees to be bound by its contractual terms as set forth herein and in the 2016 Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Compensation Committee regarding any questions relating to this Award. In the event of a conflict between the terms and provisions of the 2016 Plan and the terms and provisions of this Agreement, the 2016 Plan terms and provisions shall prevail.

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11. **Restrictive Covenants**

(a) This Award is granted under and subject to all the terms and conditions of the 2016 Plan, including, but not limited to, the forfeiture provision of Section 16(H) of the 2016 Plan. In consideration of this award, the Participant agrees and to extent the following covenants are permitted and enforceable under the laws of the jurisdiction in which the Participant is employed, the Participant agrees that, during the Participant's employment and for a 24 month period following the Participant's termination of employment for any reason, without the prior written consent of Valvoline, the Participant will not (i) engage directly or indirectly in any manner or capacity as principal, agent, partner, officer, director, employee or otherwise in any business or activity competitive with the business conducted by Valvoline or any of its Subsidiaries; or (ii) perform any act or engage in any activity that is detrimental to the best interests of Valvoline or any of its Subsidiaries, including, without limitation, (aa) solicit or encourage any existing or former employee, director, contractor, consultant, customer or supplier of Valvoline or any of its Subsidiaries to terminate his, her or its relationship with Valvoline or any of its Subsidiaries for any reason, or (bb) disclose proprietary or confidential information of Valvoline or any of its Subsidiaries to third parties or use any such proprietary or confidential information for the benefit of anyone other than Valvoline and its Subsidiaries (clauses (i) and (ii), the "Participant Covenants"); provided, however, that section (ii) above shall not be breached in the event that the Participant discloses proprietary or confidential information to the U.S. Securities and Exchange Commission, to the extent necessary to report suspected or actual violations of U.S. securities laws, or the Participant's disclosure of proprietary or confidential information is protected under the whistleblower provisions of any applicable law or regulation. Furthermore, Participant is advised that if Participant discloses proprietary or confidential information of Valvoline that constitutes a trade secret to which the U.S. Defend Trade Secrets Act (18 USC Section 1833(b)) applies, then Participant shall not be held criminally or civilly liable under any federal or state trade secret law, or considered to be in violation of the terms of this Agreement, where Participant's disclosure is made solely for the purpose of reporting or investigating a suspected violation of law and in confidence to a federal, state, or local government official, whether directly or indirectly, or to an attorney; or where Participant's disclosure is made in a complaint or other document filed in a lawsuit or other proceeding against Valvoline and such filing is made under seal. The Participant understands that if he or she makes a disclosure of proprietary or confidential information that is covered above, he or she is not required to inform Valvoline, in advance or otherwise, that such disclosure(s) has been made. Nothing in this Agreement shall prohibit the Participant from maintaining the confidentiality of a claim with a governmental agency that is responsible for enforcing a law, or cooperating, participating or assisting in any governmental or regulatory entity investigation or proceeding.

(b) Notwithstanding any other provision of the 2016 Plan or this Agreement to the contrary, but subject to any applicable laws to the contrary, the Participant agrees that in the event the Participant fails to comply or otherwise breaches any of the Participant Covenants either during the Participant's employment or within 24 months following the Participant's termination of employment with Valvoline or any of its Subsidiaries for any reason: (i) cancel this Award; (ii) Valvoline may eliminate or reduce the amount of any compensation, benefit, or payment otherwise payable by Valvoline or any of its Subsidiaries (either directly or under any Participant benefit or compensation plan, agreement, or arrangement), except to the extent such compensation, benefit or payment constitutes deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations, rulings, or

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guidance provided thereunder, and such elimination or reduction would trigger a tax or penalty under Section 409A of the Code, to or on behalf of the Participant in an amount up to the amount of the total payments made to the Participant in conjunction with any prior vesting of the RSUs; and/or (iii) Valvoline may require the Participant to pay Valvoline the amount of the total payments made to the Participant in conjunction with any prior vesting of the RSUs; in each case together with the amount of Valvoline's court costs, attorney fees, and other costs and expenses incurred in connection therewith.

12. Miscellaneous

(a) **Governing Law; Venue**. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Kentucky, without giving effect to principles of conflicts of law. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and expressly consent to the sole and exclusive jurisdiction of the courts of Kenton County, Kentucky, or the federal courts for the United States for the Eastern District of Kentucky, and no other courts, where this grant is made and/or to be performed.

(b) **Entire Agreement; Enforcement of Rights**. This Agreement and the 2016 Plan set forth the entire agreement and understanding of the parties relating to the subject matter herein and therein and merges all prior discussions between the parties. Except as contemplated under the 2016 Plan, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

(c) **No Advice Regarding Grant**. Valvoline, its Subsidiaries and the Employer are not providing any tax, legal or financial advice, nor is Valvoline, its Subsidiaries and the Employer making any recommendations regarding the Participant's participation in the 2016 Plan. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the 2016 Plan before taking any action related to the 2016 Plan.

(d) **Electronic Delivery and Acceptance**. Valvoline may, in its sole discretion, deliver any documents related to current or future participation in the 2016 Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the 2016 Plan through an on-line or electronic system established and maintained by Valvoline or a third party designated by Valvoline.

(e) **Language**. The Participant has received the terms and conditions of the RSUs and any other related communication, and the Participant consents to receiving these documents in English. If the Participant has received this Agreement, or any other document related to this Award and/or the 2016 Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) **Severability**. If one or more provisions of this Agreement are held to be unenforceable, the parties agree to renegotiate such provision in good faith. In the event that

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the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

(g) **Waiver of Valvoline**. The Participant acknowledges that a waiver by Valvoline of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other the Participant.

(h) **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or at time of transmission if sent by telegram or fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, or 48 hours after being deposited with an express courier, or at the time an electronic confirmation of receipt is received if delivery is by email, and addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

(i) **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) instrument.

(j) **Private Placement**. The grant of the RSUs is not intended to be a public offering of securities in your country of residence (and country of employment, if different). Valvoline has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the RSUs is not subject to the supervision of the local securities authorities.

(k) **Successors and Assigns**. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by Valvoline's successors and assigns. The rights and obligations of the Participant under this Agreement may not be assigned without the prior written consent of Valvoline.

(l) **Addendum to Agreement**. Notwithstanding any provision of this Agreement to the contrary, this Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) as set forth in the addendum to this Agreement (the "Addendum"). Further, if the Participant transfers residency and/or employment to another country reflected in the Addendum, the special terms and conditions for such country will apply to the Participant to the extent Valvoline determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local laws, rules and/or regulations or to facilitate the operation and administration of this Award and the 2016 Plan (or Valvoline may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). The Addendum shall constitute part of this Agreement.

(m) **Additional Requirements**. Valvoline reserves the right to impose other requirements on this Award and the Participant's participation in the 2016 Plan to the extent Valvoline determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation

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and administration of this Award and the 2016 Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(n) **Section 409A Compliance.** This Agreement is intended to comply with Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Participant, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. Valvoline reserves the unilateral right to amend this Agreement upon written notice to the Participant in order to prevent taxation under Section 409A of the Code.

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This Award of RSUs is subject to Participant's on-line acceptance of the terms and conditions of this Agreement through the [] web portal. The right to the RSUs under this Award shall be void and ineffective if not accepted through the [] web portal by [].

By accepting the terms and conditions of this Agreement, the Participant acknowledges receipt of a copy of the 2016 Plan, Prospectus, and Valvoline's most recent Annual Report and Proxy Statement (the "Prospectus Information"). The Participant represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts this Award on the terms and conditions set forth herein and in the 2016 Plan, and acknowledges that he or she had the opportunity to obtain independent legal advice at his or her expense prior to accepting this Award.

VALVOLINE INC.

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2016 VALVOLINE INC. INCENTIVE PLAN

**ADDENDUM TO
CASH-SETTLED RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR NON-U.S. PARTICIPANTS**

In addition to the provisions of the 2016 Valvoline Inc. Incentive Plan, as such plan may be amended from time to time (the "2016 Plan"), and the Cash-Settled Restricted Stock Unit Award Agreement (the "Agreement"), the RSUs are subject to the following additional terms and conditions as set forth in this addendum to the Agreement to the extent the Participant resides and/or is employed in one of the countries addressed herein (this "Addendum"). All defined terms as contained in this Addendum shall have the same meaning as set forth in the 2016 Plan and the Agreement. To the extent the Participant transfers residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to the Participant to the extent Valvoline determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the RSUs and the 2016 Plan (or Valvoline may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer).

AUSTRALIA

1. Award Conditioned on Satisfaction of Regulatory Obligations. If the Participant is a director of a Subsidiary incorporated in Australia, or (b) the Participant is a management-level executive of a Subsidiary incorporated in Australia and who also is a director of a Subsidiary incorporated outside of the Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) and the Corporations Amendment (Improving Accountability on Termination Payments) Act in Australia.

CANADA

The following provisions apply to the Participant's Award if the Participant is a resident of Quebec:

1. Language Consent. The parties acknowledge that it is their express wish that the Agreement, including this Addendum, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. *Les parties reconnaissent avoir expressément souhaité que la convention («Agreement») ainsi que cette Annexe, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

2. Data Privacy. The Participant hereby authorizes Valvoline and Valvoline's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration of the 2016 Plan. The Participant further authorizes the

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Valvoline and any Subsidiary to disclose and discuss the 2016 Plan with their advisors and to record all relevant information and keep such information in the Participant's employee file.

CHINA

1. Payment of Award. The grant of the RSUs does not provide the Participant with any right to receive shares of Common Stock. Instead, upon vesting of the RSUs, the Participant only shall be entitled to receive a cash payment, in local currency, paid by the Employer through local payroll (less any withholding for Tax-Related Items). In accepting the Award, the Participant expressly acknowledges and agrees that the Participant shall bear any currency fluctuation risk between the time the Award is granted and the time the Participant receives cash payment in settlement of any vested RSUs.

DENMARK

1. Treatment of Award upon Termination of Employment. Notwithstanding any provisions in the Agreement to the contrary, unless the Participant is a member of registered management who is not considered a salaried employee, the treatment of the Award upon the Participant's termination of employment shall be governed by the Act on Stock Options in Employment Relations. However, if the provisions in this Agreement or the 2016 Plan governing the treatment of the Award upon a termination of employment are more favorable, the provisions of the Agreement or the 2016 Plan shall govern.

INDIA

1. Payment of Award. The grant of the RSUs does not provide the Participant with any right to receive shares of Common Stock. Instead, upon vesting of the RSUs, the Participant only shall be entitled to receive a cash payment, in local currency, paid by the Employer through local payment (less any withholding for Tax-Related Items). In accepting the Award, the Participant expressly acknowledges and agrees that the Participant shall bear any currency fluctuation risk between the time the Award is granted and the time the Participant receives cash payment in settlement of any vested RSUs.

MEXICO

1. Commercial Relationship. The Participant expressly recognizes that participation in the 2016 Plan and Valvoline's grant of Award does not constitute an employment relationship between the Participant and Valvoline. The Participant has been granted Award as a consequence of the commercial relationship between Valvoline and the Employer, and the Employer is the Participant's sole employer. Based on the foregoing, (a) the Participant expressly recognizes the 2016 Plan and the benefits derived from participation in the 2016 Plan will not establish any rights between the Participant and the Employer, (b) the 2016 Plan and the benefits the Participant may derive from participation in the 2016 Plan are not part of the employment conditions and/or benefits provided by the Employer, and (c) any modifications or amendments of the 2016 Plan by Valvoline, or a termination of the 2016 Plan by Valvoline, shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Employer.

2. Extraordinary Item of Compensation. The Participant expressly recognizes and acknowledges that participation in the 2016 Plan is a result of the discretionary and unilateral

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decision of Valvoline, as well as the Participant's free and voluntary decision to participate in the 2016 Plan in accordance with the terms and conditions of the 2016 Plan, the Agreement and this Addendum. As such, the Participant acknowledges and agrees that Valvoline may, in its sole discretion, amend and/or discontinue the Participant's participation in the 2016 Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any. The Award are not part of the Participant's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

BY SIGNING BELOW, THE PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THE 2016 PLAN, THE AGREEMENT AND THIS ADDENDUM.

Please print, sign and submit this Addendum to: Valvoline Inc. at 100 Valvoline Way; Lexington, KY 40509, by no later than [].

Participant Signature

Participant Name (Printed)

Date

NETHERLANDS

1. Waiver of Termination Rights. As a condition to the grant of the RSUs, the Participant hereby waives any and all rights to compensation or damages as a result of a termination of employment for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the 2016 Plan, or (b) the Participant ceasing to have rights under, or ceasing to be entitled to any awards under the 2016 Plan as a result of such termination.

SINGAPORE

1. Private Placement. The grant of the RSUs is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The 2016 Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses will not apply. The Participant should note that the RSUs are subject to section 257 of the SFA.

SOUTH AFRICA

1. Exchange Control Obligations. The Participant solely is responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South Africa. As the Exchange Control Regulations change frequently and without notice, the Participant should consult with his or her legal advisor to ensure compliance with current Exchange Control Regulations. Neither Valvoline, its Subsidiaries nor the Employer will be liable

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for any fines or penalties resulting from the Participant's failure to comply with the Exchange Control Regulations and applicable laws.

SPAIN

1. Acknowledgement of Discretionary Nature of the 2016 Plan; No Vested Rights. By accepting the RSUs, the Participant consents to participation in the 2016 Plan and acknowledges receipt of a copy of the 2016 Plan. The Participant understands that Valvoline has unilaterally, gratuitously and in its sole discretion granted the RSUs under the 2016 Plan to individuals who may be Participants of Valvoline or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Valvoline or any of its Subsidiaries on an ongoing basis. Consequently, the Participant understands that the RSUs are granted on the assumption and condition that the RSUs and the cash payment in settlement of the RSUs shall not become a part of any employment contract (either with Valvoline or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referenced above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the RSUs shall be null and void.

The Participant understands and agrees that, as a condition of the RSUs, unless otherwise provided in the Agreement, any unvested RSUs as of the date the Participant ceases employment will be forfeited without further entitlement or any amount of indemnification in the event of termination of employment. The Participant acknowledges that the Participant has read and specifically accepts the terms and conditions referred to in the Agreement regarding the impact of a termination of employment on the RSUs.

2. Termination for Cause. Notwithstanding anything to the contrary in the 2016 Plan or the Agreement, "Cause" shall be defined as set forth in the 2016 Plan, regardless of whether the termination is considered a fair termination (i.e., "despido procedente") under Spanish legislation.

BY SIGNING BELOW, THE PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THE 2016 PLAN, THE AGREEMENT AND THIS ADDENDUM.

Please print, sign and submit this Addendum to: Valvoline Inc. at 100 Valvoline Way; Lexington, KY 40509, by no later than [].

Participant Signature

Participant Name (Printed)

Date

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UNITED KINGDOM

1. Mandatory Tax Withholding. The following provision shall replace Section 4(c) of the Agreement:

Regardless of any action Valvoline and the Employer take with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), primary Class 1 National Insurance contributions, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility, and that Valvoline and the Employer: (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the RSUs, the vesting of the RSUs and any payment made thereunder; and (b) do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items.

Prior to the delivery of any cash payment upon the vesting of the RSUs, Valvoline and the Employer shall be entitled to withhold and the Participant agrees to pay, or make adequate arrangements satisfactory to Valvoline and the Employer to satisfy, all obligations to account to HM Revenue & Customs ("HMRC") for any Tax-Related Items. Unless otherwise determined by the Compensation Committee, at the time of settlement, Valvoline will withhold amounts equal to the amount of Tax-Related Items required to be withheld under applicable local laws and regulations, and pay such amount in cash to HMRC. Alternatively, Valvoline or the Employer may, in its discretion, withhold any amount necessary to pay the Tax-Related Items from the Participant's salary/wages or other amounts payable to the Participant. In the event the withholding requirements are not satisfied through the withholding from the cash payment attributable to the vested RSUs or through the Participant's salary/wages or other amounts payable to the Participant, no amount will be paid upon vesting of the RSUs unless and until satisfactory arrangements (as determined by Valvoline) have been made by the Participant with respect to the payment of any Tax-Related Items which Valvoline and/or the Employer determines, in its sole discretion, must be withheld or collected with respect to such RSUs. By accepting this grant of RSUs, the Participant expressly consents to the withholding of cash as provided for hereunder. All other Tax-Related Items related to the RSUs and any payment thereof are the Participant's sole responsibility.

If, by the date on which the event giving rise to the Tax-Related Items occurs (the "Chargeable Event"), the Participant has relocated to a jurisdiction other than the United Kingdom, the Participant acknowledges that Valvoline, the Employer and/or other Subsidiaries of Valvoline may be required to withhold or account for Tax-Related Items in more than one jurisdiction, including the United Kingdom. The Participant also agrees that Valvoline and the Employer may determine the amount of Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right which the Participant may have to recover any overpayment from the relevant tax authorities.

The Participant shall pay to Valvoline or the Employer any amount of Tax-Related Items that Valvoline or the Employer may be required to account to HMRC with respect to the Chargeable Event that cannot be satisfied by the means previously described.

If payment or withholding of income tax is not made within 90 days after the end of the UK tax

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year in which the Chargeable Event occurs or such other period specified in section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, (the "Due Date"), the Participant agrees that the amount of any uncollected income tax shall (assuming the Participant is not a director or executive officer of Valvoline within the meaning of paragraph 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), constitute a loan owed by the Participant to Valvoline, effective on the Due Date. The Participant agrees that the loan will bear interest at the then-current HMRC Official Rate and it will be immediately due and repayable, and Valvoline may recover it at any time thereafter by any of the means referred to above. If any of the foregoing methods of collection are not allowed under applicable laws or if the Participant fails to comply with the obligations of Valvoline and the Employer in connection with the Tax-Related Items as described herein, Valvoline may refuse to deliver the cash payment due upon vesting of the RSUs under the 2016 Plan.

2. Exclusion of Claim. The Participant acknowledges and agrees that the Participant shall have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Participant's ceasing to have rights under or to be entitled to vest in the Participant's RSUs, whether or not as a result of such termination (whether the termination is in breach of contract or otherwise), or from the loss or diminution in value of the Participant's RSUs. Upon the grant of the RSUs, the Participant shall be deemed irrevocably to have waived any such entitlement.

[End of Document]

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NEWS RELEASE

Valvoline Inc. Announces Completion of Final Separation and Beginning as an Independent Company

LEXINGTON, KY, May 15, 2017 – Valvoline Inc. (“Valvoline”) (NYSE: VVV) announced today that on May 12, 2017 Ashland Global Holdings Inc. (“Ashland”) (NYSE: ASH) completed the previously announced distribution of 170,000,000 shares of common stock of Valvoline as a pro rata dividend on shares of Ashland common stock outstanding at the close of business on the record date of May 5, 2017. Valvoline will join the S&P MidCap 400 Index effective May 16, 2017.

Based on the shares of Ashland common stock outstanding as of May 5, 2017, the record date for the distribution, each share of Ashland common stock received 2.745338 shares of Valvoline common stock in the distribution.

Fractional shares of Valvoline common stock were not distributed to Ashland stockholders. Instead, the fractional shares of Valvoline common stock will be aggregated and sold in the open market, with the net proceeds distributed pro rata in the form of cash payments to Ashland stockholders who would otherwise receive Valvoline fractional shares. The distribution was structured to qualify as a tax-free distribution to Ashland stockholders for U.S. federal income tax purposes. Cash received in lieu of fractional shares will, however, be taxable. Ashland stockholders should consult their tax advisors with respect to U.S. federal, state, local and foreign tax consequences of the distribution.

“Now, as both an independent company and an iconic 150-year-old brand, we are well-positioned for growth in the U.S. and around the world,” said Sam Mitchell, Valvoline’s chief executive officer. “Our entire organization is very excited and focused on the opportunities that lie ahead of us as we build the world’s leading engine and automotive maintenance business.”

About Valvoline™

Valvoline Inc. is a leading worldwide producer and distributor of premium-branded automotive, commercial and industrial lubricants, and automotive chemicals. Valvoline ranks as the #2 quick-lube chain by number of stores and #3 passenger car motor oil brand in the DIY market by volume in the United States. The brand operates and franchises more than 1,070 Valvoline Instant Oil ChangeSM centers in the United States. It also markets Valvoline™ lubricants and automotive chemicals; MaxLife™ lubricants created for higher-mileage engines, SynPower™ synthetic motor oil; and Zerex™ antifreeze. Visit www.valvoline.com to learn more.

Forward-Looking Statements

This news release contains forward-looking statements including 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 (the "Exchange Act"). All statements, other than statements of historical facts, contained in this news release, including statements regarding our industry, position, goals, strategy, future operations, financial position, revenues, estimated costs, prospects, margins, profitability, capital expenditures, liquidity, capital resources, dividends, plans and objectives of management are forward-looking statements. Valvoline™ has identified some of these forward-looking statements with words such as "anticipates," "believes," "expects," "estimates," "is likely," "predicts," "projects," "forecasts," "may," "will," "should" and "intends" and the negative of these words or other comparable terminology. In addition, Valvoline may from time to time make forward-looking statements in its annual report, quarterly reports and other filings with the Securities and Exchange Commission ("SEC"), news releases and other written and oral communications. These forward-looking statements are based on Valvoline's current expectations and assumptions regarding, as of the date such statements are made, Valvoline's future operating performance and financial condition, including Valvoline's separation from Ashland (the "Separation") and Valvoline's future financial and operating performance, strategic and competitive advantages, leadership and future opportunities, as well as the economy and other future events or circumstances. Valvoline's expectations and assumptions include, without limitation, internal forecasts and analyses of current and future market conditions and trends, management plans and strategies, operating efficiencies and economic conditions (such as prices, supply and demand, cost of raw materials, and the ability to recover raw-material cost increases through price increases), and risks and uncertainties associated with the following: demand for Valvoline's products and services; sales growth in emerging markets; the prices and margins of Valvoline's products and services; the strength of Valvoline's reputation and brand; Valvoline's ability to develop and successfully market new products and implement its digital platforms; Valvoline's ability to retain its largest customers; potential product liability claims; achievement of the expected benefits of the Separation; Valvoline's substantial indebtedness (including the possibility that such indebtedness and related restrictive covenants may adversely affect Valvoline's future cash flows, results of operations, financial condition and Valvoline's ability to repay debt) and other liabilities; operating as a stand-alone public company; Valvoline's ongoing relationship with Ashland; and the impact of acquisitions and/or divestitures Valvoline has made or may make (including the possibility that Valvoline may not realize the anticipated benefits from such transactions or difficulties with integration). These forward-looking statements are subject to a number of known and unknown risks, uncertainties and assumptions. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this news release may not occur, and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although Valvoline believes that the expectations reflected in these forward-looking statements are reasonable, Valvoline cannot guarantee future results, level of activity, performance or achievements. In addition, neither Valvoline nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by Valvoline or any other person that Valvoline will achieve its objectives and plans in any specified time frame, or at all. These forward-looking statements speak only as of the date of this news release.

Other important factors that could cause actual results to differ materially from those contained in these forward-looking statements are discussed under "Use of estimates, risks and uncertainties" in Note 2 of Notes to Consolidated Financial Statements and in "Item 1A. Risk Factors" in Valvoline's Annual Report on Form 10-K for the fiscal year ended September 30, 2016, filed with the SEC, which is available on Valvoline's website at <http://www.valvoline.com> or on the SEC's website at <http://www.sec.gov>. Any references to our website are intended to be inactive textual references only, and information on Valvoline's website is not incorporated into or a part of this news release. Except as required by law, Valvoline assumes no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future. All forward-looking statements attributable to Valvoline are expressly qualified in their entirety by these cautionary statements as well as others made in this news release and hereafter in our other SEC filings and public communications. You should evaluate all forward-looking statements made by us in the context of these risks and uncertainties.

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