
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): **December 13, 2016**

MINERALS TECHNOLOGIES INC.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

1-11430

(Commission File
Number)

25-1190717

(IRS Employer
Identification No.)

622 Third Avenue, New York, NY

(Address of principal executive offices)

10017-6707

(Zip Code)

(212) 878-1800

(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))
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Item 5.02 **Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On December 13, 2016, Minerals Technologies Inc. (the "Company") announced that Douglas T. Dietrich, 47, was elected Chief Executive Officer by the Company's Board of Directors. On September 4, 2016, the Board named Mr. Dietrich and Thomas J. Meek as Interim Co-Chief Executive Officers, to succeed Joseph C. Muscari, the prior Chairman and Chief Executive Officer, who died unexpectedly on September 3, 2016. Mr. Dietrich had been Senior Vice President, Finance and Treasury, and Chief Financial Officer of the Company. Mr. Meek's position is Senior Vice President, General Counsel, Human Resources, Corporate Secretary and Chief Compliance Officer. Mr. Dietrich was elected Senior Vice President, Finance and Treasury, Chief Financial Officer effective January 1, 2011. Prior to that, he was appointed Vice President, Corporate Development and Treasury effective August 2007. Additional information regarding Mr. Dietrich's previous business experience is contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2015, under "Item 10 - Directors, Executive Officers and Corporate Governance", and is incorporated herein by reference.

On December 16, 2016, Mr. Dietrich and the Company entered into an Employment Agreement, superseding Mr. Dietrich's existing employment agreement with the Company. The initial term of the new Employment Agreement expires on December 31, 2018 and renews for successive one-month terms if not otherwise terminated. Pursuant to the Employment Agreement, Mr. Dietrich will receive an annual salary of not less than \$800,000. In addition to salary, Mr. Dietrich will receive bonus payments as determined from time to time by the Company's Board of Directors or the Compensation Committee thereof. Mr. Dietrich's initial target performance-based annual bonus, for 2017, will be \$800,000. The performance targets will be mutually agreed by Mr. Dietrich and the Company's Board of Directors. In addition, subject to adjustment by the Company's Board of Directors, Mr. Dietrich will be granted long-term incentive awards, consisting of Deferred Restricted Stock Units (DRSUs), options to purchase shares of Company common stock, and Performance Units under the Company's long-term incentive plan, having an aggregate value of \$2,400,000. The grants are expected to be awarded as part of the Company's normal annual grant process in January 2017. All of the foregoing awards are governed by, and subject to, the terms and conditions of the 2015 Stock Award and Incentive Plan of the Company (the "Plan"). A copy of the Plan was filed as Appendix B to the Company's Proxy Statement filed with the Securities and Exchange Commission ("SEC") on April 2, 2015, and is incorporated herein by reference. The Company will also provide all benefit plans and other fringe benefits available to similarly situated executives in accordance with their respective terms, and will provide coverage under the Company's retiree medical coverage plan or purchase comparable coverage upon retirement. The terms of the Employment Agreement are otherwise the Company's standard form of executive employment agreement. The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

On December 16, 2016, the Company also entered into a change-in-control severance agreement with Mr. Dietrich, superseding Mr. Dietrich's existing severance agreement with the Company. Under the new severance agreement, if, following a change in control, Mr. Dietrich is terminated by the Company for any reason, other than for disability, death, retirement or for Cause (as defined in the agreement), or if Mr. Dietrich terminates his or her employment for Good Reason (as defined in the agreement), then Mr. Dietrich is entitled to a severance payment of three times the sum of (1) the greater of his base salary in effect immediately prior to the change in control or his base salary in effect immediately prior to the date of termination and (2) the greater of his target cash annual incentive compensation immediately prior to the change in control or his target cash annual incentive compensation immediately prior to the date of termination. The severance payment generally will be made in a lump sum. If it is determined that the severance payment plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code would result in a portion of the severance payment being subject to the excise tax under Section 4999 of the Code, then the amount of the severance payment shall be reduced by the minimum amount necessary such that no portion of the payment will be subject to the excise tax. The severance agreement also provides that all outstanding Performance Unit awards shall become fully vested and nonforfeitable. The terms of the severance agreement are otherwise the Company's standard form of severance agreement. The foregoing description of the severance agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

The Company's Board of Directors also has elected Mr. Dietrich as a member of the Board. Mr. Dietrich is not entitled to any additional compensation as a Board member.

There are no family relationships between Mr. Dietrich and any director or executive officer of the Company, and Mr. Dietrich has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

A copy of the press release announcing Mr. Dietrich's election is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits

- 10.1 Employment Agreement, dated December 16, 2016, between the Company and Douglas T. Dietrich
 - 10.2 Severance Agreement, dated December 16, 2016, between the Company and Douglas T. Dietrich
 - 99.1 Press Release dated December 13, 2016
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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.

MINERALS TECHNOLOGIES INC.
(Registrant)

By: /s/ Thomas J. Meek
Name: Thomas J. Meek
Title: Senior Vice President, General Counsel,
Human Resources, Secretary and Chief
Compliance Officer

Date: December 16, 2016

MINERALS TECHNOLOGIES INC.

EXHIBIT INDEX

Exhibit No.

Subject Matter

10.1	Employment Agreement, dated December 16, 2016, between the Company and Douglas T. Dietrich
10.2	Severance Agreement, dated December 16, 2016, between the Company and Douglas T. Dietrich
99.1	Press Release dated December 13, 2016

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), made as of December 16, 2016 by and between Minerals Technologies Inc., 622 Third Avenue, New York, New York 10017-6707, a Delaware corporation (hereinafter referred to as "Employer"), and Douglas T. Dietrich (hereinafter referred to as "Executive").

WHEREAS, in furtherance of Employer's commitment to the continued success of its businesses, and in recognition of the valuable contributions to be made by Executive, Employer has agreed to continue to employ Executive for a period commencing on the date hereof ("Commencement Date") and terminating on the expiration of the "Term" as hereinafter defined, subject to certain terms and conditions as hereinafter set forth, and Executive has indicated his willingness to accept such employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. (a) The employment of Executive by Employer hereunder will commence on the Commencement Date and, unless terminated on an earlier date in the manner hereinafter provided, shall terminate on the expiration of the Term. For purposes of this Agreement, "Term" shall mean a period beginning on the Commencement Date and ending on December 31, 2018 subject to any extensions thereof as provided herein. On the first day of each month occurring after the Commencement Date, the Term shall automatically be extended for an additional month, but not beyond Executive's sixty-fifth birthday, unless, prior to any such first day of a month, the Employer or Executive shall have given written notice to the other party not to extend the Term. Nothing in this Section shall limit the right of the Employer or Executive to terminate Executive's employment hereunder pursuant to the terms and conditions set forth in Section 7. The Employer and Executive agree that neither such notice not to extend the Term by the Employer nor failure of this Agreement to be extended beyond Executive's sixty-fifth birthday shall be considered as a termination of Executive other than for Cause (as defined below) pursuant to Section 7(a) and shall not constitute Good Reason for Executive to terminate his employment hereunder pursuant to Section 7(b)(ii).

(b) During the Term, Executive will be employed by Employer as Chief Executive Officer of Employer at an annual salary of not less than \$800,000 ("Base Salary") and will participate in all benefit plans and other fringe benefits available to similarly situated executives in accordance with their respective terms. The Board of Directors of Employer will review Executive's salary on an annual basis in accordance with Employer's policies, to determine appropriate increases, if any. In addition to salary, Executive will receive bonus payments as determined from time to time by Employer's Board of Directors or the Compensation Committee thereof. Any such payment with respect to a calendar year will be made in the first quarter of the following year but shall be deemed earned and due and owing if Executive is employed on December 31 of the applicable calendar year, regardless of his status as of the payment date.

2. It is contemplated that, in connection with his employment hereunder, Executive may be required to incur reasonable and necessary travel, business entertainment and other business expenses. Employer agrees to reimburse Executive for all reasonable and necessary travel, business entertainment, and other business expenses incurred or expended by him incident to the performance of his duties hereunder, upon submission by Executive to Employer of vouchers or expense statements satisfactorily evidencing such expenses.

3. During the Term, Employer will provide retirement, employee benefits and fringe benefit plans to Executive no less favorable than those made available to Employer's executive employees generally, to the extent that Executive qualifies under the eligibility provisions of such plans. Employer agrees to provide coverage for Executive under its retiree medical coverage plan or to purchase comparable coverage for Executive upon retirement. Executive shall be entitled to a period of paid vacation each year as provided in Employer's established vacation policy, but in no event shall such period be shorter than five weeks.

4. Executive agrees that he shall use his best efforts to promote and protect the interest of Employer, its subsidiaries and related corporations, and to devote his full working time, attention and energy to performing the duties of his position.

5. In the event of the "Permanent Disability" (as defined below) of Executive during the Term, Employer shall have the right, upon written notice to Executive, to terminate his employment hereunder, effective upon the giving of such notice. Upon such termination, Employer and Executive shall be discharged and released from any further obligations under this Agreement, except that the obligations provided for in Section 9 hereof shall survive any such termination. Disability benefits, if any, due under applicable plans and programs of the Employer shall be determined under the provisions of such plans and programs. For purposes of this Section 5, "Permanent Disability" means any physical or mental disability or incapacity which permanently renders Executive incapable of performing the services required of him by Employer.

6. In the event of the death of Executive during the Term, the salary to which Executive is entitled hereunder shall continue to be paid through the end of the month in which death occurs, to the last beneficiary designated by Executive by written notice to Employer, or, failing such designation, to his estate. Executive's designated beneficiary or personal representative, as the case may be, shall accept the payments provided for in this Section 6 in full discharge and release of Employer of and from any further obligations under this Agreement. Any other benefits due under applicable plans and programs of Employer shall be determined under the provisions of such plans and programs.

7. (a) Employer or Executive may terminate Executive's employment with Employer under this Agreement at any time by providing the other party with advance written notice, in which case Executive's employment shall terminate at the time stated on such notice. In the event during the Term Employer terminates the employment of Executive for reasons other than for Cause or the Permanent Disability or death of Executive or Executive resigns for Good Reason (as defined below), then within 90 days of Executive's separation from service with Employer, Employer will pay Executive a lump sum amount equal to 24 months of Base Salary. In addition, Employer shall pay Executive any "Termination Bonuses," as defined herein, in the first calendar quarter of the year following the performance year to which the Termination Bonus relates. For purposes of this Agreement, "Termination Bonuses" shall mean amounts which would otherwise be payable to Executive pursuant to Section 1(b) were Executive an employee of Employer through the date of Executive's termination of employment and for 24 months thereafter, prorated for the year in which the 24 months after termination of employment ends, provided that in no event will any such bonus be greater in amount than the average amount of any such bonuses received by Executive in the two years immediately preceding the termination of his employment with Employer, or the amount of such bonus received by Executive in the prior year if Executive has received only one such bonus payment.

In addition to the foregoing payments, Executive shall be entitled to coverage, at Executive's expense, under Employer's Group Benefit Plan for medical and dental expense coverage and prescription drugs for 24 months following termination of employment. Employer shall pay to Executive a lump

sum payment within 90 days of Executive's separation from service equal to 1.5 times the cost of such coverage for 24 months at the level and type in effect for Executive upon his separation from service.

In addition, if Executive becomes entitled to receive payments upon a termination of employment pursuant to his letter agreement with Employer regarding severance payments following a change in control, Executive shall not be entitled to the payments and coverage provided under this Section 7(a).

As a condition of receiving any severance payments under this Section 7(a), Executive shall first sign a General Release of all claims, in the form attached hereto as Attachment "A." The General Release must be signed no later than 30 days following Executive's separation from service.

Further notwithstanding the foregoing, if Executive is a "specified employee" (within the meaning of Section 409A of the Internal Revenue Code and the regulations thereunder ("Section 409A") and using the methodology established by Employer's Board of Directors or its delegate) and any payment described in this Section 7(a) is subject to Section 409A, then any such payment that would otherwise be made in the six months following Executive's separation from service shall be made upon the six-month anniversary of such separation from service. For purposes of this Section 7(a), "separation from service" shall mean a separation from service, within the meaning of Section 409A, with Employer and all other entities treated as a single employer with Employer under Section 409A. If the 30 day period for signing the General Release required under this Section 7(a) begins in one calendar year and ends in another, then any severance payments under this Section 7(a) that are subject to Section 409A shall be made in the later calendar year.

(b) For purposes of this Agreement:

(i) "Cause" shall be limited to the following:

(A) Executive shall have failed to perform any of his material obligations as set forth herein, provided that Employer has advised Executive of such failure and given Executive a reasonable period of time to cure such failure and Executive has failed to do so; or

(B) Executive shall commit acts constituting (i) a felony involving moral turpitude materially adversely reflecting on the Employer or (ii) fraud or theft against Employer.

(ii) "Good Reason" shall mean termination at the election of Executive based on any of the following that occur without the written consent of Executive:

(A) The assignment to Executive of any duties materially inconsistent with the status of Chief Executive Officer of Employer, Executive's removal from that position, or a substantial diminution in the nature or status of Executive's responsibilities;

(B) A material reduction by Employer in Executive's Base Salary as the same may be increased from time to time;

(C) A material reduction of Executive's fringe or retirement benefits that is not applied by Employer to executives generally;

(D) the relocation of the executive office in which Executive is located as of the date of this Agreement to a location more than fifty miles therefrom and more than 100 miles from Employer's principal corporate office (except for required travel on the business of Employer to an extent substantially consistent with Executive's present business travel obligations); or

(E) the failure of Employer to obtain a reasonably satisfactory agreement from any successor (by merger, consolidation, purchase of all or substantially all of Employer's assets, or otherwise) to assume and agree to perform this Agreement.

An event shall not constitute Good Reason unless (I) Executive gives notice of the Good Reason event within 60 days of the initial existence of the event, (II) Employer fails to cure the Good Reason event within 30 days of the event, and (III) Executive terminates employment within 90 days of the event.

8. Employer shall have the right to terminate this Agreement immediately with no further liability under its terms if Executive terminates his employment without Good Reason, or if Executive is discharged by Employer for Cause. In such event, Executive shall be entitled only to receive his earned Base Salary through the date of termination and to receive any bonus payment to which he may be entitled pursuant to Section 1(a). It is agreed that the provisions of Section 9 shall survive any such termination of this Agreement.

9. (a) Executive agrees that during the term of his employment hereunder and during the further period of two (2) years after the termination of such employment for whatever reason, Executive shall not, without the prior written approval of Employer, directly or indirectly through any other person, firm or corporation, (i) engage or participate in or become employed by or render advisory or other services to or for any person, firm or corporation, or in connection with any business enterprise, which is, directly or indirectly, in competition with any of the business operations or activities of Employer, or (ii) solicit, raid, entice or induce any such person who on the date of termination of employment of Executive is, or within the last six (6) months of Executive's employment by Employer was, an employee of Employer, to become employed by any person, firm or corporation which is, directly or indirectly, in competition with any of the business operations or activities of Employer, and Executive shall not approach any such employee or former employee for such purpose or authorize or knowingly approve the taking of such actions by any other person. The foregoing restrictions shall apply to the geographical areas where Employer does business and/or did business during the term of Executive's employment and all places where, at the date of termination of employment of Executive, Employer had plans or reasonable expectations to do business; provided that if any Court construes any portion of this provision or clause of this Agreement, or any portion thereof, to be illegal, void or unenforceable because of the duration of such provision or the area or matter covered thereby, such Court shall reduce the duration, area, or matter of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.

(b) Recognizing that the knowledge, information and relationship with customers, suppliers, and agents, and the knowledge of Employer's and its subsidiary companies' business methods, systems, plans and policies which Executive shall hereafter establish, receive or obtain as an employee of Employer or its subsidiary companies, are valuable and unique assets of the respective businesses of Employer and its subsidiary companies, Executive agrees that, during and after the term of his employment hereunder, he shall not (otherwise than pursuant to his duties hereunder) disclose, without the prior written approval of Employer, any such knowledge or information pertaining to Employer or any of its subsidiary companies, their business, personnel or policies, to any person, firm, corporation or other entity, for any reason or purpose whatsoever. The provisions of this Section 9(b) shall not apply to information which is or shall become generally known to the public or the trade (other than by reason of Executive's breach of his obligations hereunder), information which is or shall become available in trade or other publications, and information which Executive is required to disclose by law or an order of a court of competent jurisdiction. If Executive is required by law or a court order to disclose such information, he shall notify Employer of such requirement

and provide Employer an opportunity (if Employer so elects) to contest such law or court order.

(c) Executive agrees that any incentive compensation (including bonuses, stock options, and other forms of incentive compensation) paid to Executive by Employer, whether pursuant to this Agreement or otherwise, shall be subject to the repayment requirements of Employer's Policy for Recoupment of Incentive Compensation, as in effect from time to time ("Recoupment Policy"), and/or the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). Executive further agrees that this Agreement may be amended to the extent required by the Recoupment Policy or under the Dodd-Frank Act to provide for such repayment.

(d) Executive agrees to cooperate with Employer, both during and after termination of employment, in connection with any litigation or other proceeding arising out of or relating to matters in which Executive was involved while employed by Employer. Executive's cooperation shall include, without limitation, providing assistance to Employer's counsel, experts and consultants, and providing truthful testimony in pretrial and trial or hearing proceedings. In the event that Executive's cooperation is requested after the termination of Executive's employment, Employer will (i) seek to minimize interruptions to Executive's schedule to the extent consistent with its interests in the matter; and (ii) reimburse Executive for all reasonable and appropriate out-of-pocket expenses actually incurred by Executive in connection with such cooperation upon reasonable substantiation of such expenses.

10. Executive agrees that Employer shall withhold from any and all payments required to be made to Executive pursuant to this Agreement, all federal, state, local and/or other taxes which Employer determines are required to be withheld in accordance with applicable statutes and/or regulations from time to time in effect. Executive and Employer intend that this Agreement shall comply with Section 409A to the extent any payments hereunder are subject to Section 409A.

11. Executive shall not during the Term or at any time thereafter engage in any conduct, or make any statements or representations, that disparage, demean, or impugn Employer or its subsidiaries or affiliates, or any of their respective directors, officers, employees or consultants, including without limitation any statements impugning the personal or professional character of any such director, officer, employee or consultant. Employer shall not authorize any conduct, or any statements or representations, that disparage, demean, or impugn Executive, including without limitation any statements impugning the personal or professional character of Executive.

12. This Agreement shall be construed under the laws of the State of New York.

13. This Agreement supersedes all prior negotiations and understandings of any kind with respect to the subject matter hereof and shall supersede your existing employment agreement dated August 1, 2007, as amended from time to time. This Agreement contains all of the terms and provision of agreement between the parties hereto with respect to the subject matter hereof. Any representation, promise or condition, whether written or oral, not specifically incorporated herein, shall be of no binding effect upon the parties.

14. (a) If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that portion only shall be deemed deleted as though it had never been included herein but the remainder of this Agreement shall remain in full force and effect.

(b) Executive acknowledges and agrees that Employer's remedies at law for a breach or threatened breach of any of the provisions of Section 9 would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, Employer, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

(c) This Agreement shall not be assignable by Executive.

15. No modification, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

16. Employer represents that it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that this Agreement is enforceable against it in accordance with its terms.

MINERALS TECHNOLOGIES INC.

By: /s/ Thomas J. Meek

Name: Thomas J. Meek

Title: Senior Vice President, General Counsel, Human Resources,
Corporate Secretary and Chief Compliance Officer

Agreed to by:

/s/ Douglas T. Dietrich

Executive

ATTACHMENT "A"

GENERAL RELEASE

1. I, _____, for and in consideration of certain payments to be made and benefits to be provided to me under the terms of an Employment Agreement (the "Agreement") to which this General Release is attached with Minerals Technologies Inc. ("Company"), and for other good and valuable consideration, do hereby REMISE, RELEASE, AND FOREVER DISCHARGE Company and each of its parents, subsidiaries and affiliates; and all of their respective past, present, and future officers, directors, shareholders, partners, employees, counsel, auditors, agents, and insurers, acting in any capacity whatsoever, and all of their respective successors, assigns, heirs, executors, and administrators, and all other persons or entities who/that might be claimed to be jointly or severally liable with them (hereinafter collectively referred to as "Released Parties") of and from all claims, causes of action, suits, charges, debts, dues, sums of money, attorneys' fees and costs, accounts, bills, covenants, contracts, agreements, expenses, wages, compensation, benefits, promises, damages, judgments, rights, demands, or otherwise (hereinafter collectively referred to as "Claims"), known or unknown, accrued or unaccrued, contingent or non-contingent, in equity or in law, which I ever had, now have, or hereafter may have, or which my heirs, executors, or administrators may have, by reason of any matter, cause or thing whatsoever from the beginning of time up through and including the date of my signature on this General Release. This General Release includes, but is not limited to, all Claims (i) in any way arising from, relating to, or concerning my employment or consulting with and/or the termination of my employment or consulting with Company or any other Released Parties; (ii) in any way arising from or under, or relating to my Employment Agreement with Company; (iii) for discrimination based upon sex, race, disability, national origin, religion, or any other protected characteristic including without limitation all Claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act ("ADEA"), the Americans With Disabilities Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1866, and all other federal, state, and local employment discrimination statutes; and (iv) for breach of contract or for the commission of any torts, including without limitation Claims for defamation, wrongful discharge, whistleblowing or any other torts; provided, however, that this General Release shall not apply to any compensation or benefits to which I am entitled under the terms of the Agreement.

2. I further represent that I have not, and agree and covenant that neither I, nor any person, organization or other entity on my behalf, shall file any suit (or join any suit or accept any relief in any suit) with respect to any Claims which have been released under this General Release. If I breach this covenant, I agree to pay the reasonable legal fees, costs, and expenses incurred by any of the Released Parties in defending any Claims found to be barred by this General Release. (This covenant not to sue shall not apply to any Claims under the ADEA.)

3. I hereby agree and recognize that my employment and/or consulting by Company was permanently and irrevocably terminated and Company and other Released Parties have no obligation, contractual or otherwise to me to hire or rehire or re-engage me as a consultant or otherwise in the future, and I hereby agree to release Company and other Released Parties from all liabilities based upon any denial of employment, reemployment, or future engagement.

4. I hereby agree and acknowledge that the payments provided by Company under the Agreement are to bring about an amicable resolution of my employment and/or consulting arrangement and are not to be construed as an admission of fault or wrongdoing, or of any duty owed by Company.

5. I hereby acknowledge that I have been advised by Company that I should consult with an attorney before signing this General Release. I understand that I have a period of up to 21 days from Company's request that I sign this General Release within which to consider whether to sign it. I further understand that, if I do sign this General Release, I will have an additional 7 day period thereafter within which I may revoke my signature by providing written notice to Company. However, I will not receive any salary or benefit continuation payments under Section 7 of the Agreement until I return to Company an executed General Release, and until after the revocation period has expired without my having revoked my signature.

6. I hereby certify that I have read the terms of this General Release, and that I understand its terms and effects. I acknowledge, further, that I am executing this General Release of my own free volition and with the intention of releasing all claims recited herein in exchange for the consideration described in the Agreement, which I acknowledge is adequate and satisfactory to me. None of the Released Parties, or their agents, representatives, or attorneys, have made any representations to me concerning the terms or effects of this General Release other than those contained herein.

Intending to be legally bound hereby, I execute the foregoing General Release this _____ day of _____, 20__.

Witness

[Employee Name]

[Minerals Technologies Letterhead]

December 16, 2016

Douglas T. Dietrich
Chief Executive Officer
Minerals Technologies Inc.
622 Third Avenue
New York, New York 10017-6707

Dear Doug:

Minerals Technologies Inc. (the "Company") considers it essential to the best interests of its stockholders to foster the continuous employment of key management personnel. In this connection, should the Company receive a proposal from a third party, whether solicited by the Company or unsolicited, concerning a possible business combination with, or the acquisition of a substantial share of the equity or voting securities of, the Company, the Board of Directors of the Company (the "Board") has determined that it is imperative that it and the Company be able to rely upon your continued services without concern that you might be distracted by the personal uncertainties and risks that such a proposal might otherwise entail.

Accordingly, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, yourself included, to their assigned duties without distraction in the face of potentially disturbing circumstances that could arise out of a proposal for a change in control of the Company. The Board has also determined that it is in the best interests of the Company and its stockholders to ensure your continued availability to the Company and its subsidiaries in the event of a "potential change in control" (as defined in Section 2 hereof).

In order to induce you to remain in the employ of the Company and its subsidiaries and in consideration of your agreement set forth in Section 2(ii) hereof, the Company agrees that you shall receive the severance benefits set forth in this letter agreement ("Agreement") in the event your employment with the Company and its subsidiaries is terminated subsequent to a Change in Control (as defined in Section 2 hereof) under the circumstances described below.

1. Term of Agreement. This Agreement shall commence as of the date hereof, and shall continue in effect through December 31, 2017; provided, however, the term of this Agreement shall automatically be extended for one additional year commencing on January 1, 2018, and each January 1 thereafter, unless, not later than June 30 of the preceding year, the Company shall have given notice that it does not wish to extend this Agreement; provided, further, that, notwithstanding any such notice by the Company not to extend, if a Change in Control shall have occurred during the original or any extended term of this Agreement, this Agreement shall continue in effect for a period of forty-eight (48) months beyond the expiration of the term in effect immediately before such Change in Control.

2. Change in Control. (i) No benefits shall be payable hereunder unless there shall have been a Change in Control of the Company, as set forth below. For purposes of this Agreement, a "Change in Control" of the Company shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Company is then subject to such reporting requirement; provided that, without limitation, such a Change in Control shall be deemed to have occurred if (A) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as determined for purpose of Regulation 13D-G under the Exchange Act as currently in effect), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities; or (B) during any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board and any new director, whose election to the Board or nomination for election to the Board by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board; or (C) the Company consummates a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding immediately thereafter securities representing more than 80% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or (D) the Company consummates a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

(ii) You agree that, subject to the terms and conditions of this Agreement, in the event of a potential change in control of the Company occurring after the date hereof, you will not voluntarily terminate your employment with the Company and its subsidiaries for a period of six (6) months from the occurrence of such potential change in control of the Company. If more than one potential change in control occurs during the term of this Agreement, the provisions of the preceding sentence shall be applicable to each potential change in control occurring prior to the occurrence of a Change in Control. For purposes of this Agreement, a "potential change in control of the Company" shall be deemed to have occurred if (A) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control; (B) any person (including the Company) publicly announces an intention to take or to consider taking actions which if consummated would constitute a Change in Control; (C) any person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities; or (D) the Board adopts a resolution to the effect that, for purposes of this Agreement, a potential change in control of the Company has occurred.

3. Termination Following Change in Control. If any of the events described in Section 2(i) hereof constituting a Change in Control shall have occurred, you shall be entitled to the benefits provided in Section 4(iv) hereof upon the subsequent termination of your employment with the Company and its subsidiaries during the term of this Agreement unless such termination is (A) a result of your death, (B) a result of your Retirement for other than Good

Reason, (C) your termination for other than Good Reason, or (D) your being terminated by the Company or any of its subsidiaries for Disability or for Cause.

(i) Disability; Retirement. For purposes of this Agreement, "Disability" shall mean permanent and total disability as such term is defined under Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Any question as to the existence of your Disability upon which you and the Company cannot agree shall be determined by a qualified independent physician selected by you (or, if you are unable to make such selection, such selection shall be made by any adult member of your immediate family or your legal representative), and approved by the Company, said approval not to be unreasonably withheld. The determination of such physician made in writing to the Company and to you shall be final and conclusive for all purposes of this Agreement. For purposes of this Agreement, "Retirement" shall mean your voluntary termination of employment with the Company in accordance with the Company's retirement policy (excluding early retirement) generally applicable to its salaried employees or in accordance with any retirement arrangement established with your consent with respect to you.

(ii) Cause. For purposes of this Agreement, "Cause" shall mean your willful breach of duty in the course of your employment, or your habitual neglect of your employment duties. For purposes of this Section 3(ii), no act, or failure to act, on your part shall be deemed "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 and its subsidiaries. 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 (3/4) of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable 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 were guilty of conduct set forth above in this Section 3(ii) and specifying the particulars thereof in detail.

(iii) Good Reason. You shall be entitled to terminate your employment for Good Reason within 90 days of the event giving rise to the Good Reason. For the purpose of this Agreement, "Good Reason" shall mean the occurrence, without your express written consent, of any of the following circumstances unless such circumstances are fully corrected prior to the Date of Termination (as defined in Section 3(v)) specified in the Notice of Termination (as defined in Section 3(iv)) given in respect thereof:

(A) the assignment to you of any duties materially inconsistent with your status as Chief Executive Officer of Minerals Technologies Inc., your removal from that position, or a substantial diminution in the nature or status of your responsibilities from those in effect immediately prior to the Change in Control;

(B) a material reduction by the Company or any of its subsidiaries in your annual base salary or bonus as in effect on the date hereof or as the same may be increased from time to time;

(C) the relocation of the executive office in which you are located prior to the Change in Control to a location more than fifty miles therefrom or the Company or any of its subsidiaries requiring you to be based anywhere other than the executive office in which you are located prior to the Change in Control except for required travel on the business of the Company and its subsidiaries to an extent substantially consistent with your present business travel obligations;

(D) the failure by the Company or any of its subsidiaries to continue in effect any incentive compensation plan in which you participate prior to the Change in Control, unless an equitable alternative compensation arrangement (embodied in an ongoing substitute or alternative plan) has been provided for you, or the failure by the Company or any of its subsidiaries to continue your participation in any such incentive plan on materially the same basis, both in terms of the amount of benefits provided and the level of your participation relative to other participants, as existed at the time of the Change in Control;

(F) except as required by law, the failure by the Company or any of its subsidiaries to continue to provide you with benefits at least as favorable as those enjoyed by you under the employee benefit and welfare plans of the Company and its subsidiaries, including, without limitation, the pension, life insurance, medical, dental, health and accident, disability, deferred compensation retirement and savings plans, in which you were participating at the time of the Change in Control, the taking of any action by the Company or any of its subsidiaries which would directly or indirectly materially reduce any of such benefits or deprive you of any material fringe benefit enjoyed by you at the time of the Change in Control, or the failure by the Company or any of its subsidiaries to provide you with the number of paid vacation days to which you are entitled at the time of the Change in Control; or

(G) the failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 5 hereof.

Your continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder.

(iv) Notice of Termination. Any purported termination of your employment by the Company and its subsidiaries or by you shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 6 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a 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.

(v) Date of Termination, Etc. "Date of Termination" shall mean (A) if your employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that you shall not have returned to the full-time performance of your duties during such thirty (30) day period), and (B) if your employment is terminated pursuant to Section 3(ii) or (iii) above or for any other reason (other than Disability), the date specified in the Notice of Termination (which, in the case of a termination pursuant to Section 3(ii) above shall not be less than thirty (30) days, and in the case of a termination pursuant to Section 3(iii) above shall not be less than thirty (30) nor more than sixty (60) days, respectively, from the date such Notice of Termination is given); provided that, if within thirty (30) days after any Notice of Termination is given the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the grounds for termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding arbitration award or by a final judgment, order or decree of a court of competent jurisdiction (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected); provided further that the Date of Termination shall be extended by a notice of dispute only if such notice is given in good faith and the party giving such notice pursues the resolution of such dispute with reasonable diligence. Notwithstanding the pendency of any such dispute, the Company and its subsidiaries will continue to pay you your full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, monthly payments of base salary and bonus paid in the first quarter of the calendar year following the performance year) and continue you as a participant in all incentive compensation, benefit and insurance plans in which you were participating when the notice giving rise to the dispute was given (other than the Savings and Investment Plan and the Supplemental Savings and Investment Plan), until the dispute is finally resolved in accordance with this Section 3(v).

4. Compensation Upon Termination or During Disability. Following a Change in Control of the Company, as defined by Section 2(i), upon termination of your employment or during a period of Disability you shall be entitled to the following benefits, provided that such period of Disability or Date of Termination occurs during the term of this Agreement:

(i) During any period that you fail to perform your full-time duties with the Company and its subsidiaries as a result of your Disability, you shall continue to receive an amount equal to your base salary and bonus at the rate in effect at the commencement of any such period through the Date of Termination for Disability. Thereafter, your benefits shall be determined in accordance with the insurance programs of the Company and its subsidiaries then in effect.

(ii) If your employment shall be terminated by the Company or any of its subsidiaries for Cause or by you other than for Good Reason, the Company (or one of its subsidiaries, if applicable) shall pay you your full base salary and bonus through the Date of Termination at the rate in effect at the time Notice of Termination is given and shall pay any amounts to be paid to you pursuant to any other compensation plans, programs or employment agreements then in effect, and the Company shall have no further obligations to you under this Agreement.

(iii) If your employment shall be terminated by reason of your death or Retirement, your benefits shall be determined in accordance with the retirement and insurance programs of the Company and its subsidiaries then in effect.

(iv) If your employment by the Company and its subsidiaries shall be terminated by (a) the Company and its subsidiaries other than for Cause, your death, Retirement, or Disability or (b) by you for Good Reason, then you shall be entitled to the benefits provided below:

(A) The Company (or one of its subsidiaries, if applicable) shall pay you your full base salary and bonus through the Date of Termination at the rate in effect at the time the Notice of Termination is given, no later than the fifth day following the Date of Termination, plus all other amounts to which you are entitled under any compensation plan of the Company applicable to you, at the time such payments are due.

(B) The Company shall pay as severance pay to you a severance payment (the "Unadjusted Severance Payment") equal to 3 times the sum of (1) the greater of your base salary in effect immediately prior to the Change in Control or your base salary in effect immediately prior to your Date of Termination and (2) the greater of your target cash annual incentive compensation immediately prior to the Change in Control or your target cash annual incentive compensation immediately prior to your Date of Termination.

(C) The Unadjusted Severance Payment shall not be reduced by the amount of any other payment or the value of any benefit received or to be received by you in connection with your termination of employment or contingent upon a Change in Control of the Company (whether payable pursuant to the terms of this Agreement or any other agreement, plan or arrangement with the Company or an Affiliate, predecessor or successor of the Company or any person whose actions result in a Change in Control of the Company or an Affiliate of such person) unless (1) in the opinion of tax counsel selected by the Company's Vice President-General Counsel and reasonably acceptable to you, such other payment or benefit constitutes a "parachute payment" within the meaning of Section 280G(b)(2) of the Code, and (2) in the opinion of such tax counsel, the Unadjusted Severance Payment plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G(b)(2) of the Code would result in a portion of the Unadjusted Severance Payment being subject to the excise tax under Section 4999 of the Code. In such event, the amount of the Unadjusted Severance Payment shall be reduced by the minimum amount necessary such that no portion thereof will be subject to the excise tax under Section 4999 of the Code. The Unadjusted Severance Payment, as reduced, if at all, pursuant to the provisions of this paragraph shall be referred to as the Adjusted Severance Payment. In determining whether the Unadjusted Severance Payment shall be reduced under this paragraph, (i) there shall not be included in the computation any payment if you shall have effectively waived your receipt or enjoyment of such payment or benefit, and (ii) the value of any non-cash benefit or any deferred cash payment shall be determined by the Company's independent auditors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

(D) Except to the extent that the payment thereof would subject any payment hereunder to the excise tax under Section 4999 of the Code:

(1) The Company shall also pay to you all legal fees and expenses reasonably incurred by you in connection with this Agreement (including all such fees and expenses, if any, incurred in contesting or disputing the nature of any such termination for purposes of this Agreement or in seeking to obtain or enforce any right or benefit provided by this Agreement), provided that any such fees and expenses shall be paid no later than the end of the calendar year following the calendar year in which they are incurred

(2) All of your outstanding Performance Unit awards under the Company's Long-Term Incentive Plan ("LTIP Awards") shall become fully vested and nonforfeitable, and, to the extent that your Date of Termination occurs prior to the end of the performance period relating to such LTIP Awards, you shall remain entitled to a payout on such LTIP Awards upon completion of the performance period based on actual performance results for the entire performance period, provided that this paragraph shall apply only to the extent permitted by the plan documents and award agreements relating to such LTIP Awards; and

(3) The Company shall pay to you a lump sum amount within 90 days of your separation from service equal to 1.5 times the cost for twenty-four (24) months of life, disability, accident and health insurance benefits at the level and type in effect for you upon your separation from service. This Agreement in no way diminishes any rights to those benefits to which you would be entitled if you were to retire as an employee of Minerals Technologies Inc.

(E) If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that, notwithstanding the good faith of you and the Company in applying the terms of this Section 4(iv), the aggregate "parachute payments" paid to or for your benefit are in an amount that would result in any portion of such "parachute payments" being subject to the excise tax under Section 4999 of the Code, then you shall have an obligation to pay the Company upon demand an amount equal to the sum of (1) the excess of the aggregate "parachute payments" paid to or for your benefit over the aggregate "parachute payments" that would have been paid to or for your benefit without any portion of such "parachute payments" being subject to the excise tax under Section 4999 of the Code; and (2) interest on the amount set forth in clause (1) of this sentence at the applicable Federal rate (as defined in Section 1274(d) of the Code) from the date of your receipt of such excess until the date of such payment; provided, however, that in the event and to the extent that an excise tax is nevertheless imposed on said amount your obligation to pay said amount to the Company is hereby waived.

(F) You shall not be required to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 4 be reduced by any compensation earned by you as the result

of employment by another employer or by retirement benefits received after the Date of Termination or otherwise, except as specifically provided in this Section 4.

(G) The Company shall pay you the Unadjusted Severance Payment in a lump sum upon your separation from service and no later than the fifth day following the Date of Termination; provided, however, that if the Company in good faith believes that the Unadjusted Severance Payment shall be reduced under the provisions of Section 4(iv)(C) hereof, the Company shall pay to you at such time a good faith estimate of the Adjusted Severance Payment (the "Estimated Adjusted Severance Payment," the computation of which shall be given to you in writing together with a written explanation of the basis for making such adjustment) which amount shall in no event be less than 50% of the Unadjusted Severance Payment. The Company shall, within 60 days of the Date of Termination, either pay to you the balance of the Unadjusted Severance Payment together with interest thereon at the applicable Federal rate (as defined in Section 1274(d) of the Code) or deliver to you a copy of the opinion of the tax counsel referred to in Section 4(iv)(C) hereof establishing the amount of the Adjusted Severance Payment. If the Adjusted Severance Payment exceeds the Estimated Adjusted Severance Payment, the difference shall be paid to you at such time together with interest thereon at the applicable Federal rate (as defined in Section 1274(d) of the Code).

(H) Notwithstanding the foregoing, if you are a "specified employee" (within the meaning of Section 409A of the Internal Revenue Code and the regulations thereunder ("Section 409A")) using the methodology specified by the Company's Board of Directors or its delegate) and any payment described in Section 4(iv)(G) is subject to Section 409A, then any such payment that would otherwise be made in the six months following your separation from service shall be made upon the six-month anniversary of such separation from service. For purposes of this Section 4, "separation from service" shall mean a separation from service, within the meaning of Section 409A, with the Company and all other entities treated as a single employer with the Company under Section 409A. To the extent that any payment under this Agreement is subject to the six month delay described in this paragraph, the Company shall contribute such amount to the rabbi trust associated with the Company's deferred compensation plan, and such amount shall be distributed from the rabbi trust at the end of such six month delay period.

5. Successors; Binding Agreement.

(i) 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 to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company is required to perform it. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle you to compensation from the Company in the same amount and on the same terms as you would be entitled hereunder if you had terminated your employment for Good Reason following a Change in Control, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(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 amount 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 is no such designee, to your estate.

6. Notice. For the purpose 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 Office of the Vice President-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 notice of change of address shall be effective only upon receipt.

7. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by you and such officer 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 conditions 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 expressly set forth in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York, including Section 198 (1-a) of the New York Labor Law. All references to sections of the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law. The obligations of the Company under Section 4 shall survive the expiration of the term of this Agreement. The parties intend that this Agreement shall comply with Section 409A to the extent any payments hereunder are subject to Section 409A. This Agreement supersedes all prior negotiations and understandings of any kind with respect to the subject matter hereof and shall supersede your existing severance agreement executed August, 2007.

8. Validity. 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.

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

10. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction; provided, however, that you shall be entitled to seek specific performance of your right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement.

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

Sincerely,

MINERALS TECHNOLOGIES INC.

By: /s/ Thomas J. Meek

Name: Thomas J. Meek

Title: Senior Vice President, General Counsel, Human Resources,
Corporate Secretary and Chief Compliance Officer

Agreed to as of the 16th day of
December, 2016.

/s/ Douglas T. Dietrich



**For Immediate Release
December 13, 2016**

EXHIBIT 99.1

News

**Contact:
Rick Honey
(212) 878-1831**

**Minerals Technologies Board of Directors Elects Douglas T. Dietrich
Chief Executive Officer**

NEW YORK, December 13, 2016—The Board of Directors of Minerals Technologies Inc. (NYSE: MTX) announced today that it has elected Douglas T. Dietrich, 47, as Chief Executive Officer.

"After an extensive search process, the Board of Directors has determined that Doug Dietrich is the most qualified candidate to assume the leadership of Minerals Technologies," said Duane R. Dunham, Chairman of the Board. "We are extremely fortunate to have someone of Doug's caliber to lead this company in the coming years. Doug has been with the company in senior leadership positions since 2007, and was deeply involved—along with our strong management team—in transforming MTI into a high-performing company. He is a strong business leader with a solid background in engineering, manufacturing, finance, general management and mergers and acquisitions."

"I am extremely honored that the Board of Directors has selected me to serve as chief executive officer of Minerals Technologies," said Mr. Dietrich. "MTI will continue to execute our key growth strategies of geographic expansion, new product innovation and acquisitions to increase shareholder value. We will maintain our high-performance culture, which is built upon Operational Excellence across all aspects of our business, and is driven by integrity, discipline, and transparency—all aimed at creating the highest value for our customers."

The MTI Board of Directors conducted a four-month long search for a new chief executive officer after Joseph C. Muscari, former Chairman and Chief Executive Officer, died unexpectedly on September 3, 2016. On September 4, the Board elected Mr. Dunham, former Chairman and Chief Executive of Bethlehem Steel and a board member since 2002, as Chairman. The Board also named Mr. Dietrich and Thomas J. Meek Interim Co-Chief Executive Officers. Mr. Dietrich had been Senior Vice President, Finance and Treasury, and Chief Financial Officer. Mr. Meek's position was Senior Vice President, General Counsel, Human Resources, Corporate Secretary and Chief Compliance Officer. The search included both internal and external candidates and culminated late last week with the election of Mr. Dietrich.

Doug Dietrich has been involved in the day-to-day operation of MTI since 2007 and has extensive knowledge of all aspects of the company. In his most recent position as Chief Financial Officer, which he assumed in 2011, he had global responsibility for Finance, Tax, Treasury, Audit, Information Technology and Global Shared Service Functions. He joined MTI as Vice President, Corporate Development and Treasury, where he led the company's Corporate Strategy and M&A initiatives and Treasury function.

Before joining MTI, Mr. Dietrich served as Vice President, Alcoa Wheel Products - Automotive Wheels, a division with six manufacturing facilities located in the U.S., Canada, Venezuela, and Russia. He previously served as president of Alcoa Latin America Extrusions, a business unit with operations located in Brazil, Venezuela, the United States and Korea. He also served as General Manager, Global Rod and Bar Products, which produced specialty alloys for the Automotive and Aerospace industries. His first position with Alcoa was as Manager, Business Development and Strategic Global Sourcing - Asia & Latin America, where he developed and implemented a low-cost country sourcing strategy with focus on China and Brazil.

Before joining Alcoa, Mr. Dietrich worked for Eaton Corporation and Westinghouse Electric Corporation where he held various positions in Engineering and Operations Management.

He holds a Bachelor of Science degree in Mechanical Engineering from the University of Michigan and an MBA in Finance from The Wharton School at the University of Pennsylvania. He and his wife Julie and their two children live in New York City.

The company will announce additional management changes in the coming weeks that have been created as a result of Mr. Dietrich's election.

New York-based Minerals Technologies Inc. is a resource- and technology-based growth company that develops, produces and markets worldwide a broad range of specialty mineral, mineral-based and synthetic mineral products and related systems and services. MTI serves the paper, foundry, steel, environmental, energy, polymer and consumer products industries. The company reported sales of \$1.798 billion in 2015.

For further information about Minerals Technologies Inc. look on the internet at <http://www.mineralstech.com/>
