ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by RMI Titanium Company ("Owner"), an Ohio corporation with offices located at 1000 Warren Avenue, Niles, Ohio 44446, and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property (hereinafter defined) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 600 State Road, Ashtabula, Ohio 44004, consisting of approximately 14.522 acres, which is legally described and defined in Exhibit A attached hereto and incorporated within ("Property"); and

Whereas, until 1992 Owner operated a sodium and chlorine manufacturing facility in Ashtabula Ohio, and as a result of past sodium plant operations a small landfill was located on the Property. The Property is subject to Ohio Hazardous Waste Installation and Operation Permit number OHD 000 810 242 ("Permit"); and

Whereas, the landfill was in operation until 1980 and was closed in 1981, and during its operating life received spent cell bath salt, graphite anodes, used refractory brick, and miscellaneous solid wastes. The contaminants of concern on the Property are barium, cadmium, and lead. Potential exposure pathways for the wastes that are within the landfill include direct contact and drinking of groundwater and direct contact with buried waste material; and

Whereas, Owner has closed the landfill and, pursuant to Permit requirements, conducted and submitted a RCRA Facility Investigation, Corrective Measures Study,
and Ground Water Monitoring Plan to the Ohio EPA, all of which have been reviewed and approved by the OEPA; and

Whereas, Owner is implementing the approved corrective action on the Property in accordance with the Permit and Ohio hazardous waste requirements contained in ORC Chapter 3734. As part of the corrective action Owner has agreed to place certain restrictions on the future use of the Property, as described herein; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled “RMI Titanium Co. Sodium Plant OHD 000 810 242 Ashtabula County” in the Ohio EPA Northeast District Office located at 2110 East Aurora Road, Twinsburg Ohio 44087; and

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns the Property located at 600 State Road, Ashtabula, Ohio 44004 and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein.

3. Owner. Owner is the owner of the Property. Owner has offices located at 1000 Warren Avenue, Niles, Ohio 44446.

4. Holders. RMI Titanium Company, whose address is listed above, and RTI International Metals, Inc., an Ohio corporation, located at 1550 Coracopolis Heights Road, 5th Floor, Pittsburgh, Pennsylvania 15108, are the Holders of this Environmental Covenant.

5. Activity and Use Limitations. As part of the corrective action of the waste management units on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Property shall not be used for residential activities but may be used for industrial activities. The term “residential activities” shall include, but not be limited to, the following:

(1) Single and multi-family dwelling and rental units;
(2) Day care centers and preschools;
(3) Hotels and motels;
(4) Educational (except as part of industrial activities within the Property) and religious facilities;
(5) Outdoor parks and playgrounds;
(6) Correctional facilities;
(7) Hospitals and other extended care medical facilities;
(8) Transient or other residential facilities; and
(9) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include, but is not limited to, facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and parking/driveway use.

B. No person shall extract the ground water located at or underlying the Property for any purpose, potable or otherwise, except for monitoring, migration control, treatment or remediation in accordance with the Permit conditions.

C. Excavation of that portion of the Property which contains the landfill, which is defined and described in Exhibit B, attached hereto and incorporated within, shall be prohibited, except: (i) as may be required in furtherance of corrective action or operation and maintenance activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.

D. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or any subsequent Transferee (hereinafter defined) shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

E. Owner, for so long as it owns any portion of the Property, shall notify Ohio EPA within thirty (30) days after each conveyance by Owner of an interest in any portion of the Property. Each subsequent Transferee shall similarly be obligated to notify Ohio EPA within thirty (30) days after each conveyance by such Transferee of an interest in any portion of the Property. Such notice shall include the name, address, and telephone number of the subsequent Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the
Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

6. **Running with the Land.** This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. **Rights of Access.** Owner hereby grants to Ohio EPA, its agents, contractors, and employees, and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. **Compliance Reporting.** Owner and any Transferee shall submit to Ohio EPA on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with. During any time in which Owner or a Transferee is obligated to deliver annual reports to Ohio EPA, whether pursuant to the Permit or otherwise, the foregoing certification shall be included as part of such annual report and delivered to Ohio EPA at the addresses set forth in Paragraph 18 hereof, and any other address to which it is otherwise required to deliver such report.

10. **Recordation of Environmental Covenant.** Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record, in the office of the Ashtabula County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. **Notice upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the
activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED 201__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON 201__ IN [DOCUMENT ____, or BOOK____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. The Property shall not be used for residential activities but may be used for industrial activities. The term “residential activities” shall include, but not be limited to, the following:

(1) Single and multi-family dwelling and rental units;
(2) Day care centers and preschools;
(3) Hotels and motels;
(4) Educational (except as part of industrial activities within the Property) and religious facilities;
(5) Outdoor parks and playgrounds;
(6) Correctional facilities;
(7) Hospitals and other extended care medical facilities;
(8) Transient or other residential facilities; and
(9) Production of food-chain products by agricultural means for animal or human consumption.

The term “industrial activities” shall include, but is not limited to, facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and parking/driveway use.

B. No person shall extract the ground water located at or underlying the Property for any purpose, potable or otherwise, except for monitoring, migration control, treatment or remediation in accordance with the Hazardous Waste Installation and Operation Permit conditions.

C. Excavation of that portion of the Property which contains the landfill, which is defined and described in Exhibit B, attached hereto and incorporated within, shall be prohibited, except: (i) as may be required in furtherance of corrective action or operation and maintenance activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.
D. Owner, for so long as it owns any portion of the Property, shall notify Ohio EPA within thirty (30) days after each conveyance by Owner of an interest in any portion of the Property. Each subsequent Transferee shall similarly be obligated to notify Ohio EPA within thirty (30) days after each conveyance by such Transferee of an interest in any portion of the Property. Such notice shall include the name, address, and telephone number of the subsequent Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

12. **Representations and Warranties.** Owner hereby represents and warrants to the other signatories hereto:

A. that the Owner is the sole owner of the Property;

B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit C attached hereto, which is fully incorporated by reference herein;

C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

D. that no other persons hold any interest (e.g. encumbrance) in the Property; and

E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. **Amendment or Termination.** This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.
This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable, and the Holder. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Ashtabula County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

14. **Severability.** If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

16. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Ashtabula County Recorder.

17. **Distribution of Environmental Covenant.** The Owner shall distribute copies of the recorded Environmental Covenant, to the last known address of each entity, to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

18. **Notice.** Any document or communication required by this Environmental Covenant shall be submitted to:

   Ohio Environmental Protection Agency  
   Lazarus Government Center  
   Division of Environmental Response and Revitalization  
   P.O. Box 1049  
   Columbus, Ohio 43216-1049

And

Ohio Environmental Protection Agency  
Northeast District Office  
Division of Environmental Response and Revitalization  
2110 East Aurora Road  
Twinsburg, OH 44087  
Attn: Site Coordinator, RMI Titanium Co. Sodium Plant Site
Environmental Covenant
RMI Titanium Co.
Page B

The undersigned representative of Owner and Holder represents and certifies
that he/she is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

RMI Titanium Company

Chad Whalen
Signature of Owner and Holder

Chad Whalen
VICE PRESIDENT, SECRETARY
Printed Name and Title

8/22/2013
Date

State of Pennsylvania )
County of Allegheny )

Before me, a notary public, in and for said county and state, personally appeared
Chad Whalen, a duly authorized representative of RMI Titanium Company,
who acknowledged to me that he did execute the foregoing instrument on behalf of RMI
Titanium Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official
seal this 8th day of August, 2013

Hugh A. Ellwood
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tracy A. Ellwood, Notary Public
Moon Twp., Allegheny County
My Commission Expires June 2, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
RTI International Metals, Inc.

Chad Whalen
Signature of Holder
Chad Whalen
General Counsel, SVP
Printed Name and Title

8/22/2013
Date

State of Pennsylvania

County of Allegheny

Before me, a notary public, in and for said county and state, personally appeared Chad Whalen, a duly authorized representative of RTI International Metals, Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of RTI International Metals, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22nd day of August, 2013

Tracy A. Ellwood, Notary Public
Moon Township, Allegheny County

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tracy A. Ellwood, Notary Public
Moon Township, Allegheny County

My Commission Expires June 2, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
OHIO ENVIRONMENTAL PROTECTION AGENCY

Scott J. Nally, Director

State of Ohio  
County of Franklin

9/3/13
Date

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of Sept., 2013.

Charma Diane Castiel
Notary Public

This instrument prepared by:
Frances M. Kovac
Staff Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, OH 43215

007140.000001 602455015.2 Environmental Covenant 7-25-13
DESCRIPTION OF 14.522 ACRE PARCEL

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART THE HOLMES TRACT OF SAID TOWNSHIP AND BEING IN TOWNSHIP 13-NORTH, RANGE 3-WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE ROAD (ROAD NUMBER 25, 50 FEET WIDE) AT THE SOUTHWESTERLY CORNER OF A LANDS DEEDED TO DE MAXIMUS IN VOLUME 138, PAGE 929 ASHTABULA COUNTY OFFICIAL RECORDS, SAID POINT BEING SOUTH 00 DEGREES, 28 MINUTES, 55 SECONDS EAST, ALONG THE CENTERLINE OF STATE ROAD, 1125.12 FEET FROM A 4" INCH DIAMETER IRON PIPE AT THE INTERSECTION OF THE CENTERLINES OF STATE ROAD AND MARTIN STREET (5TH STREET, 50 FEET WIDE).

THENCE NORTH 89 DEGREES, 31 MINUTES, 06 SECONDS EAST, ALONG DE MAXIMUS' SOUTHERLY LINE, PASSING THROUGH AN IRON PIN (SET) ON THE EASTERNLY LINE OF STATE ROAD, A TOTAL DISTANCE OF 553.00 FEET TO AN IRON PIN (SET) AT A CORNER OF DE MAXIMUS' LANDS.

THENCE NORTH 02 DEGREES, 40 MINUTES, 06 SECONDS EAST, ALONG AN EASTERNLY LINE OF SAID DE MAXIMUS' LANDS, 279.81 FEET TO AN IRON PIN (SET) AT A CORNER OF DE MAXIMUS' LANDS.

THENCE SOUTH 89 DEGREES, 37 MINUTES, 50 SECONDS EAST, ALONG DE MAXIMUS' SOUTHERLY LINE, 720.63 FEET TO AN IRON PIN (SET) ON THE WESTERNLY LINE OF LANDS DEEDED TO FIRST ENERGY GENERATION AND CORP. AT DE MAXIMUS' SOUTHEASTERLY CORNER.

THENCE SOUTH 00 DEGREES, 04 MINUTES, 07 SECONDS WEST, ALONG FIRST ENERGY'S WESTERLY LINE, 52.80 FEET TO A 2 INCH SQUARE FENCE POST (FOUND) AT FIRST ENERGY'S SOUTHWEST CORNER.

THENCE NORTH 89 DEGREES, 37 MINUTES, 08 SECONDS EAST, ALONG FIRST ENERGY'S SOUTHERLY LINE, 333.05 FEET TO AN IRON PIN (SET) ON THE WESTERLY LINE OF LOT 6.
DESCRIPTION OF 14.522 ACRE PARCEL
(CONTINUED)

THENCE SOUTH 00 DEGREES, 33 MINUTES, 83 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 6, 442.82 FEET TO AN IRON PIN (SET) AT THE NORTHEASTERLY CORNER OF LANDS DEEDED TO DETREX CHEMICAL INDUSTRIES, INC. IN VOLUME 635, PAGE 133 ASHTABULA COUNTY DEEDS.

THENCE SOUTH 89 DEGREES, 49 MINUTES, 30 SECONDS WEST, ALONG DETREX'S NORTHERLY LINE PASSING THROUGH AN IRON PIN (SET 30.00 FEET FROM THE CENTERLINE OF STATE ROAD) A TOTAL DISTANCE OF 1618.40 FEET TO A POINT IN THE CENTERLINE OF STATE ROAD AT DETREX'S NORTHWEST CORNER.

THENCE NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, ALONG THE CENTERLINE OF STATE ROAD, 218.88 FEET TO THE PLACE OF BEGINNING AND CONTAINING 14.522 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.


PAGE 2 OF 2
DESCRIPTION OF 5.679 ACRE LANDFILL

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART THE HOLMES TRACT OF SAID TOWNSHIP AND BEING IN TOWNSHIP 13-NORTH, RANGE 3-WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF STATE ROAD (ROAD NUMBER 26, 60 FEET WIDE) AT THE NORTHWESTERLY CORNER OF A LANDS DEDEED TO DETREX CHEMICAL INDUSTRIES, INC. IN VOLUME 635, PAGE 133 ASHTABULA COUNTY DEEDS, SAID POINT BEING SOUTH 00 DEGREES, 28 MINUTES, 55 SECONDS EAST, ALONG THE CENTERLINE OF STATE ROAD, 1344.30 FEET FROM A 1' 1" INCH DIAMETER IRON PIPE AT THE INTERSECTION OF THE CENTERLINES OF STATE ROAD AND MARTIN STREET (8TH STREET, 50 FEET WIDE).

THENCE NORTH 89 DEGREES, 49 MINUTES, 30 SECONDS EAST, ALONG DETREX'S NORTHERLY LINE, 610.21 FEET TO A POINT.

THENCE NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, 80.00 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF A LANDFILL AREA AND THE PRINCIPAL PLACE OF BEGINNING.

THENCE CONTINUING NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, 390.00 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID LANDFILL.

THENCE NORTH 89 DEGREES, 49 MINUTES, 30 SECONDS EAST, 550.00 FEET TO A POINT.

THENCE SOUTH 44 DEGREES, 30 MINUTES, 13 SECONDS EAST, 141.07 FEET TO A POINT.

THENCE SOUTH 00 DEGREES, 04 MINUTES, 07 SECONDS WEST, 286.08 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF SAID LANDFILL.

THENCE SOUTH 88 DEGREES, 49 MINUTES, 30 SECONDS WEST, 645.25 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 5.679 ACRES OF LAND.

BEING A 5.679 ACRE LANDFILL AREA OVER LANDS DEDEED TO RMI TITANIUM COMPANY, KNOWN AS TRACT ONE, IN VOLUME 51, PAGE 2964 ASHTABULA COUNTY RECORDER'S GENERAL INDEX AS DESCRIBED IN AUGUST 2013, BY ERIC B. WESTFALL, P.S., OHIO #7677, JEFFERSON, OHIO. BASIS FOR BEARINGS HEREFIN: CENTERLINE OF STATE ROAD-NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST DEED AND USED.
EXHIBIT C TO  
ENVIRONMENTAL COVENANT  
LIST OF ENCUMBRANCES  

1. Easement for electric line by and between National Distillers Chemical Corporation and The 
   Ceico Company dated April 24, 1950, filed April 27, 1950 and recorded in Volume 442 Page 146 
   Ashtabula County Deed Records. 

2. Easement for Railroad Side Tracks by and between National Distillers Products Corporation and 
   The New York Central Railroad Company dated June 2, 1953, filed October 1, 1953 and recorded in 
   Volume 498 Page 105 Ashtabula County Deed Records. 

3. Easement for Highway Purposes by and between National Distillers Products Corporation and 
   The County of Ashtabula, State of Ohio dated October 8, 1953, filed October 15, 1953 and recorded in 

4. Grant of an Easement for raw water line from National Distillers Products Corporation to 
   Hooker-Detrex, Incorporated dated June 11, 1956 and recorded in Volume 559 Page 493 Ashtabula 
   County Deed Records. 

5. Grant of an Easement for raw water line from National Distillers Products Corporation to Archer- 
   Daniels-Midland Company dated June 11, 1956, and November 8, 1957, recorded December 13, 1957 in 
   Volume 560 Page 208 Ashtabula County Deed Records. 

6. Easement from National Distillers and Chemical Corporation to Cabot Titania Corporation 
   conveying rights to lime slurry line dated September 30, 1963, filed October 10, 1963 and recorded in 
   Volume 531 Page 324 Ashtabula County Deed Records. 

7. Easement conveying 2/3 interest in and to a 24 inch water main dated September 30, 1963, filed 

8. Easement by and between Reactive Metals, Inc. and The Sherwin-Williams Co. for a raw water 

9. Right of Way Easement by and between RMI Titanium Company and ASHCO, Inc. dated March 5, 

10. Exclusive Roadway Easement by and between RMI Titanium Company and ASHCO, Inc. dated 
    April 19, 1995, filed May 10, 1995 and recorded in Volume 81 Page 2543 Ashtabula County General 
    Records. 

11. Right of Way Easement from RMI Titanium Co. to State Road Industrial Development, LLC dated 
    April 3, 2000, filed April 3, 2000 and recorded in Volume 124 Page 1583 Ashtabula County General 
    Records, and subsequently rerecorded to correct scrivener's errors November 19, 2003 in Volume 277 
    Page 1423 Ashtabula County General Records.

007140.000001 602371545.2 Ashtabula Environmental Covenant Exhibit C 7-2-13
CERTIFIED

September 6, 2013

Richard L. Mason
Dir. Of Safety and Environ. Mgmt.
RMI Titanium Company
1000 Warren Ave., P.O. Box 269
Niles, OH 44404

Re: Environmental Covenant
RMI Titanium Company
Former Sodium Plant
EPA I.D. Number: OHD 000 810 242

Dear Mr. Mason:

Enclosed please find a certified copy of the Environmental Covenant (Covenant) issued to RMI Titanium Company, (Owner), an Ohio corporation, on September 6, 2013.

The second original copy of the Covenant has been returned to your attorney for filing. It is the obligation of the Owner, pursuant to paragraph 10 of the Covenant, to complete the filing at the Office of the Ashtabula County Recorder and, pursuant to paragraph 17 of the Covenant, to distribute copies of the recorded Covenant.

If you have any questions with this Covenant, do not hesitate to contact Todd Anderson, Ohio EPA, Office of Legal Services, at (614) 644-3037.

Sincerely,

Georgia Frakes, Management Analyst
Division of Materials and Waste Management

cc: Ed Lim, DERR, CO
    Todd Anderson, Legal
    Harry Courtright, NEDO
ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by RMI Titanium Company ("Owner"), an Ohio corporation with offices located at 1000 Warren Avenue, Niles, Ohio 44446, and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property (hereinafter defined) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 600 State Road, Ashtabula, Ohio 44004, consisting of approximately 14.522 acres, which is legally described and defined in Exhibit A attached hereto and incorporated within ("Property"); and

Whereas, until 1992 Owner operated a sodium and chlorine manufacturing facility in Ashtabula Ohio, and as a result of past sodium plant operations a small landfill was located on the Property. The Property is subject to Ohio Hazardous Waste Installation and Operation Permit number OHD 000 810 242 ("Permit"); and

Whereas, the landfill was in operation until 1980 and was closed in 1981, and during its operating life received spent cell bath salt, graphite anodes, used refractory brick, and miscellaneous solid wastes. The contaminants of concern on the Property are barium, cadmium, and lead. Potential exposure pathways for the wastes that are within the landfill include direct contact and drinking of groundwater and direct contact with buried waste material; and

Whereas, Owner has closed the landfill and, pursuant to Permit requirements, conducted and submitted a RCRA Facility Investigation, Corrective Measures Study,
and Ground Water Monitoring Plan to the Ohio EPA, all of which have been reviewed and approved by the OEPA; and

Whereas, Owner is implementing the approved corrective action on the Property in accordance with the Permit and Ohio hazardous waste requirements contained in ORC Chapter 3734. As part of the corrective action Owner has agreed to place certain restrictions on the future use of the Property, as described herein; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled “RMI Titanium Co. Sodium Plant OHD 000 810 242 Ashtabula County” in the Ohio EPA Northeast District Office located at 2110 East Aurora Road, Twinsburg Ohio 44087; and

Now therefore, Owner and Ohio EPA agree to the following:

1. **Environmental Covenant.** This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. **Property.** This Environmental Covenant concerns the Property located at 600 State Road, Ashtabula, Ohio 44004 and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein.

3. **Owner.** Owner is the owner of the Property. Owner has offices located at 1000 Warren Avenue, Niles, Ohio 44446.

4. **Holders.** RMI Titanium Company, whose address is listed above, and RTI International Metals, Inc., an Ohio corporation, located at 1550 Coraopolis Heights Road, 5th Floor, Pittsburgh, Pennsylvania 15108, are the Holders of this Environmental Covenant.

5. **Activity and Use Limitations:** As part of the corrective action of the waste management units on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

   A. The Property shall not be used for residential activities but may be used for industrial activities. The term “residential activities” shall include, but not be limited to, the following:

   (1) Single and multi-family dwelling and rental units;
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(4) Educational (except as part of industrial activities within the Property) and religious facilities;
(5) Outdoor parks and playgrounds;
(6) Correctional facilities;
(7) Hospitals and other extended care medical facilities;
(8) Transient or other residential facilities; and
(9) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include, but is not limited to, facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and parking/driveway use.

B. No person shall extract the ground water located at or underlying the Property for any purpose, potable or otherwise, except for monitoring, migration control, treatment or remediation in accordance with the Permit conditions.

C. Excavation of that portion of the Property which contains the landfill, which is defined and described in Exhibit B, attached hereto and incorporated within, shall be prohibited, except: (i) as may be required in furtherance of corrective action or operation and maintenance activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.

D. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or any subsequent Transferee (hereinafter defined) shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

E. Owner, for so long as it owns any portion of the Property, shall notify Ohio EPA within thirty (30) days after each conveyance by Owner of an interest in any portion of the Property. Each subsequent Transferee shall similarly be obligated to notify Ohio EPA within thirty (30) days after each conveyance by such Transferee of an interest in any portion of the Property. Such notice shall include the name, address, and telephone number of the subsequent Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the
Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

6. **Running with the Land.** This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. **Rights of Access.** Owner hereby grants to Ohio EPA, its agents, contractors, and employees, and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. **Compliance Reporting.** Owner and any Transferee shall submit to Ohio EPA on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with. During any time in which Owner or a Transferee is obligated to deliver annual reports to Ohio EPA, whether pursuant to the Permit or otherwise, the foregoing certification shall be included as part of such annual report and delivered to Ohio EPA at the addresses set forth in Paragraph 18 hereof, and any other address to which it is otherwise required to deliver such report.

10. **Recordation of Environmental Covenant.** Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record, in the office of the Ashtabula County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. **Notice upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the
activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED __________, 201__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON __________, 201__, IN [DOCUMENT ____, or BOOK ____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. The Property shall not be used for residential activities but may be used for industrial activities. The term “residential activities” shall include, but not be limited to, the following:

(1) Single and multi-family dwelling and rental units;
(2) Day care centers and preschools;
(3) Hotels and motels;
(4) Educational (except as part of industrial activities within the Property) and religious facilities;
(5) Outdoor parks and playgrounds;
(6) Correctional facilities;
(7) Hospitals and other extended care medical facilities;
(8) Transient or other residential facilities; and
(9) Production of food-chain products by agricultural means for animal or human consumption.

The term “industrial activities” shall include, but is not limited to, facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and parking/driveway use.

B. No person shall extract the ground water located at or underlying the Property for any purpose, potable or otherwise, except for monitoring, migration control, treatment or remediation in accordance with the Hazardous Waste Installation and Operation Permit conditions.

C. Excavation of that portion of the Property which contains the landfill, which is defined and described in Exhibit B, attached hereto and incorporated within, shall be prohibited, except: (i) as may be required in furtherance of corrective action or operation and maintenance activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.
D. Owner, for so long as it owns any portion of the Property, shall notify Ohio EPA within thirty (30) days after each conveyance by Owner of an interest in any portion of the Property. Each subsequent Transferee shall similarly be obligated to notify Ohio EPA within thirty (30) days after each conveyance by such Transferee of an interest in any portion of the Property. Such notice shall include the name, address, and telephone number of the subsequent Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

A. that the Owner is the sole owner of the Property;

B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit C attached hereto, which is fully incorporated by reference herein;

C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

D. that no other persons hold any interest (e.g., encumbrance) in the Property; and

E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.
This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable, and the Holder. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Ashtabula County Recorder’s Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

14. **Severability.** If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

16. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Ashtabula County Recorder.

17. **Distribution of Environmental Covenant.** The Owner shall distribute copies of the recorded Environmental Covenant, to the last known address of each entity, to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

18. **Notice.** Any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
P.O. Box 1049  
Columbus, Ohio 43216-1049

And

Ohio Environmental Protection Agency  
Northeast District Office  
Division of Environmental Response and Revitalization  
2110 East Aurora Road  
Twinsburg, OH 44087  
Attn: Site Coordinator, RMI Titanium Co. Sodium Plant Site
The undersigned representative of Owner and Holder represents and certifies that he/she is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

RMI Titanium Company

[Signature of Owner and Holder]

Chad Whalen

VICE PRESIDENT / SECRETARY

Printed Name and Title

Date: 8/22/2013

State of Pennsylvania

County of Allegheny

Before me, a notary public, in and for said county and state, personally appeared Chad Whalen, a duly authorized representative of RMI Titanium Company, who acknowledged to me that he did execute the foregoing instrument on behalf of RMI Titanium Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22nd day of August, 2013.

[Notary Public]

COMMONWEALTH OF PENNSYLVANIA

[Notarial Seal]

Tracy A. Ellwood, Notary Public

Moon Twp., Allegheny County

My Commission Expires June 2, 2017

PENNSYLVANIA ASSOCIATION OF NOTARIES
RTI International Metals, Inc.

Chad Whalen
signature of holder
General Counsel, SVP

Printed Name and Title

8/22/2013
Date

State of Pennsylvania
County of Allegheny

Before me, a notary public, in and for said county and state, personally appeared Chad Whalen, a duly authorized representative of RTI International Metals, Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of RTI International Metals, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22nd day of August 2013.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tracy A. Ellwood, Notary Public
Moon Twp., Allegheny County
My Commission Expires June 2, 2017
OHIO ENVIRONMENTAL PROTECTION AGENCY

Scott J. Nally, Director

State of Ohio )
County of Franklin ) ss:

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 12th day of Sept., 2013.

Charma Diane Casteele
Notary Public

This instrument prepared by:
Frances M. Kovac
Staff Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, OH 43215

007140.000001 602455015.2 Environmental Covenant 7-25-13
DESCRIPTION OF 14.522 ACRE PARCEL

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART OF THE HOLMES TRACT OF SAID TOWNSHIP AND BEING IN TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE ROAD (ROAD NUMBER 25, 80 FEET WIDE) AT THE SOUTHWESTERN CORNER OF A LANDS DEEDED TO DE MAXIMUS IN VOLUME 126, PAGE 369 ASHTABULA COUNTY OFFICIAL RECORDS; SAID POINT BEING SOUTH 00 DEGREES, 28 MINUTES, 55 SECONDS EAST, ALONG THE CENTERLINE OF STATE ROAD, 1125.12 FEET FROM A 3" INCH DIAMETER IRON PIPE AT THE INTERSECTION OF THE CENTERLINES OF STATE ROAD AND MARTIN STREET (6TH STREET, 80 FEET WIDE).

THENCE NORTH 59 DEGREES, 31 MINUTES, 05 SECONDS EAST, ALONG DE MAXIMUS' SOUTHERLY LINE, PASSING THROUGH AN IRON PIN (SET) ON THE EASTERN LINE OF STATE ROAD, A TOTAL DISTANCE OF 553.00 FEET TO AN IRON PIN (SET) AT A CORNER OF DE MAXIMUS' LANDS.

THENCE NORTH 02 DEGREES, 40 MINUTES, 08 SECONDS EAST, ALONG AN EASTERN LINE OF SAID DE MAXIMUS' LANDS, 279.81 FEET TO AN IRON PIN (SET) AT A CORNER OF DE MAXIMUS' LANDS.

THENCE SOUTH 89 DEGREES, 37 MINUTES, 50 SECONDS EAST, ALONG DE MAXIMUS' SOUTHERLY LINE, 720.53 FEET TO AN IRON PIN (SET) ON THE WESTERN LINE OF LANDS DEEDED TO FIRST ENERGY GENERATION AND CORP. AT DE MAXIMUS' SOUTHEASTERLY CORNER.

THENCE SOUTH 00 DEGREES, 04 MINUTES, 07 SECONDS WEST, ALONG FIRST ENERGY'S WESTERLY LINE, 52.80 FEET TO A 2 INCH SQUARE FENCE POST (FOUND) AT FIRST ENERGY'S SOUTHWEST CORNER.

THENCE NORTH 96 DEGREES, 37 MINUTES, 08 SECONDS EAST, ALONG FIRST ENERGY'S SOUTHERLY LINE, 333.05 FEET TO AN IRON PIN (SET) ON THE WESTERLY LINE OF LOT 6.
DESCRIPTION OF 14.522 ACRE PARCEL
(CONTINUED)

THENCE SOUTH 00 DEGREES, 30 MINUTES, 50 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 6, 440.62 FEET TO AN IRON PIN (SET 20.00 FEET FROM THE NORTHEASTERLY CORNER OF LANDS DEEDED TO DETREX CHEMICAL INDUSTRIES, INC. IN VOLUME R58, PAGE 193 ASHTABULA COUNTY DEEDS.

THENCE SOUTH 89 DEGREES, 48 MINUTES, 30 SECONDS WEST, ALONG DETREX'S NORTHERLY LINE PASSING THROUGH AN IRON PIN (SET 20.00 FEET FROM THE CENTERLINE OF STATE ROAD) A TOTAL DISTANCE OF 1,018.40 FEET TO A POINT IN THE CENTERLINE OF STATE ROAD AT DETREX'S NORTHWEST CORNER.

THENCE NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, ALONG THE CENTERLINE OF STATE ROAD, 216.68 FEET TO THE PLACE OF BEGINNING AND CONTAINING 14.522 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

BEING THE REMAINDER OF LANDS DEEDED TO RMI TITANIUM COMPANY, KNOWN AS TRACT ONE, IN VOLUME 51, PAGE 2964 ASHTABULA COUNTY RECORDER'S GENERAL INDEX. AS PER A SURVEY COMPLETED IN APRIL 2000 AND UPDATED IN AUGUST 2013, BY ERIC B. WESTFALL, P.S., OHIO #7677, JEFFERSON, OHIO. ALL IRON PINS SET ARE .58 INCH DIAMETER REBAR, 20 INCHES LONG, MARKED WITH A PLASTIC CAP "WESTFALL 7677", BASIS FOR BEARINGS HEREIN: CENTERLINE OF STATE ROAD-NORTH 00 DEGREES, 30 MINUTES, 15 SECONDS WEST DEED AND USED.

PAGE 2 OF 2
DESCRIPTION OF 5.679 ACRE LANDFILL

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART THE HOLMES TRACT OF SAID TOWNSHIP AND BEING IN TOWNSHIP 13-NORTH, RANGE 3-WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF STATE ROAD (ROAD NUMBER 25, 60 FEET WIDE) AT THE NORTH-WESTERLY CORNER OF A LANDS DEEDED TO DETREX CHEMICAL INDUSTRIES, INC. IN VOLUME 635, PAGE 133 ASHTABULA COUNTY DEEDS, SAID POINT BEING SOUTH 00 DEGREES, 28 MINUTES, 55 SECONDS EAST, ALONG THE CENTERLINE OF STATE ROAD, 1544.00 FEET FROM A 1" INCH DIAMETER IRON PIPE AT THE INTERSECTION OF THE CENTERLINES OF STATE ROAD AND MARTIN STREET (6TH STREET, 50 FEET WIDE).

THENCE NORTH, 86 DEGREES, 49 MINUTES, 30 SECONDS EAST, ALONG DETREX'S NORTHERLY LINE, 610.21 FEET TO A POINT.

THENCE NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, 80.00 FEET TO A POINT AT THE SOUTH-WESTERLY CORNER OF A LANDFILL AREA AND THE PRINCIPAL PLACE OF BEGINNING.

THENCE CONTINUING NORTH 00 DEGREES, 28 MINUTES, 55 SECONDS WEST, 390.00 FEET TO A POINT AT THE NORTH-WESTERLY CORNER OF SAID LANDFILL.

THENCE NORTH 99 DEGREES, 49 MINUTES, 30 SECONDS EAST, 550.00 FEET TO A POINT.

THENCE SOUTH 44 DEGREES, 30 MINUTES, 13 SECONDS EAST, 141.07 FEET TO A POINT.

THENCE SOUTH 00 DEGREES, 04 MINUTES, 07 SECONDS WEST, 289.09 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF SAID LANDFILL.

THENCE SOUTH 99 DEGREES, 49 MINUTES, 30 SECONDS WEST, 645.25 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 5.679 ACRES OF LAND.

BEING A 5.679 ACRE LANDFILL AREA, OVER LANDS DEEDED TO RMI TITANIUM COMPANY, KNOWN AS TRACT ONE, IN VOLUME 51, PAGE 2964 ASHTABULA COUNTY RECORD'S GENERAL INDEX, AS DESCRIBED IN AUGUST 2013, BY ERIC B. WESTFALL, P.S., OHIO #7677, JEFFERSON, OHIO. BASIS FOR BEARINGS HEREBIN: CENTERLINE OF STATE ROAD-NORTH 00 DEGREES, 30 MINUTES, 15 SECONDS WEST DEED AND USED.
EXHIBIT C TO  
ENVIRONMENTAL COVENANT

LIST OF ENCUMBRANCES


