

ATI Flat Rolled Products Holdings, LLC
116 15th Street, Suite 300, Box 301
Pittsburgh, PA 15222

[Date]

Dear Repair Provider:

ATI Flat Rolled Products Holdings, LLC (dba ATI Specialty Rolled Products) (“**ATI**”) has entered into and/or may enter into subsequent agreements from time to time hereafter (each, an “**Agreement**”) with _____ (“**Repair Provider**”) pursuant to which Repair Provider is to repair certain of ATI’s equipment, which may include without limitation, _____ (the “**Equipment**”) at Repair Provider’s facility located at _____. Repair Provider and ATI hereby agree that ATI shall retain all right, title and interest in and to the Equipment during the period that such Equipment is in the possession and/or control of the Repair Provider or at the Repair Provider’s facility, and until such Equipment is returned to ATI’s physical possession. Repair Provider shall not do or cause to be done anything that does or could result in a lien or encumbrance on the Equipment. In the event that Repair Provider files for bankruptcy, becomes insolvent or an assignment is made for the benefit of its creditors, ATI will retain all right, title and interest in and to the Equipment, and the Equipment shall not be “property of the estate” under § 541 of title 11 of the United States Code (the “**Bankruptcy Code**”) or subject to § 362 of the Bankruptcy Code (ii) ATI shall have the right to enter the premises of the Repair Provider immediately upon demand and retrieve the Equipment. ATI may, and Repair Provider hereby authorizes ATI to, file a financing statement in all appropriate jurisdictions to preserve and protect the interest of ATI in the Equipment.

Repair Provider shall properly store Equipment so that it will be protected at all times against theft and against injury or damage (including, without limit, from moisture, insects, rodents, improper or unusual location, or injurious contact). Repair Provider shall ensure that the Equipment at all times is conspicuously marked as the property of ATI. Repair Provider will not move the Equipment to another location or transfer to the custody of a third party without the prior written consent of ATI. Repair Provider assumes all risk of loss and liability for damage to the Equipment from the moment Repair Provider first takes possession (including unloading) until the Equipment is returned to the possession of ATI or its designee.

Please indicate your agreement to the foregoing by signing below and returning one (1) original to me.

Best Regards,

ATI Procurement Signature

Agreed to and accepted by:

Signature: _____

Name: _____

Title: _____