

FORM LM-20
AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2006



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

500810

1. File Number: C- 662

Person Filing	
2. Name and mailing address (include ZIP Code): Name Ken Cannon Title Owner Organization Cannon Labor Relations Consulting P.O. Box, Bldg., Room No., if any Street 2207 Ballantrae Dr City Colleyville State Texas <input checked="" type="checkbox"/> ZIP Code + 4 76034	3. Any other address where records necessary to verify this report are kept: Name Title Organization P.O. Box, Bldg., Room No., if any Street City State <input checked="" type="checkbox"/> ZIP Code + 4
4. Date fiscal year ends: Dec <input checked="" type="checkbox"/> / 12	5. Type of person: a. <input checked="" type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code): Name Blaine Salvador Organization RTI International Metals Trade Name, if any P.O. Box, Bldg., Room No., if any Street 1000 Warren Ave City Niles State Ohio <input checked="" type="checkbox"/> ZIP Code + 4 44446	7. Date entered into: 06/03/2012 8. Name of person(s) through whom made: Name Name Name Name Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed Ken Cannon
Title Other (Specify) ☒
Owner

President
(If other title, see instructions)

14. Signed _____
Title Controller/Comptroller ☒

Treasurer
(If other title, see instructions)

On 6/30/2012 9726706159
Date Telephone Number

On _____
Date Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

See attachment

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

See Attachment

11.b. Period during which performed:

June 3, 2012 through June 28, 2012

11.c. Extent performed:

11.d. Name and address through whom performed:

Name Shane

Probst

Organization RTI Alloys

P.O. Box, Bldg., Room No., if any

Street 1935 Warner Rd

City Canton

State Ohio



ZIP Code + 4 44707

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State



ZIP Code + 4

12.a. Identify subject groups of employees:

Furnace Operators, Leads, Electricians,
Maintenance, Janitor, Bricklayers, Misc. Lab
Operators

12.b. Identify subject labor organizations:

CONSULTING SERVICES AGREEMENT

This Agreement is entered into this 1st day of June, 2012, by and between Kenneth E. Cannon, Cannon Labor Relations Consulting LLC located at 2207 Ballantrae Drive, Colleyville, Texas 76034-5267 (hereinafter referred to as "**Consultant**"), and RTI International Metals, Inc. with an office at 1000 Warren Avenue, Niles, Ohio 44446 (hereinafter referred to as "**RTI**").

WHEREAS, **RTI** desires to obtain Consultant Services to assist RTI according to Exhibit A (Responsibilities and Duties) attached hereto, on behalf of **RTI** (hereinafter referred to as "Consulting Services"). WHEREAS, **Consultant** has certain expertise with respect to such matters and desires to provide such services. NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I - APPLICABILITY OF TERMS AND CONDITIONS:

This Agreement shall, upon its execution, constitute basic terms and conditions which shall be reflected in any RTI Purchase Order to **Consultant** received during the performance of such Consulting Services.

ARTICLE II - SERVICES OF CONSULTANT:

Consultant shall furnish Consulting Services to **RTI** under the overall direction of Blaine Salvador at RTI International Metals, Inc. Such services shall consist of those contained in Exhibit A attached hereto, performed for the benefit of RTI. **Consultant** shall utilize its best efforts in furnishing these Consulting Services on a timely basis. **Consultant** shall furnish such write-ups and reports as shall reasonably be requested by **RTI**.

ARTICLE III - PLACE OF WORK:

It is understood that **Consultant's** services will be rendered principally at the RTI TPD facility located in Canton, Ohio, and that **Consultant** will, either upon request or on an as needed basis, be available at such other places as designated by RTI to perform the required services, as well as meet with **RTI** representatives.

ARTICLE IV - COMPENSATION:

Consultant shall be paid as full compensation for the performance of its services hereunder as follows:

Payment is to be made at the rate of \$190²⁰ per hour for all work performed including travel time required in order to provide the requested Consulting Services. In addition, **Consultant** will be compensated for travel and living expenses including reimbursable out-of-pocket expenses directly associated with performing the Consulting Services. Note, all expenses must be submitted with invoice accompanied by sufficient back up and receipts in order to be reimbursed. The work schedule and allocation of hours will be assigned by the RTI Senior

Director – Operations, Titanium Group, Blaine Salvador. RTI shall pay **Consultant** within forty-five (45) days after receipt of **Consultant's** invoice and upon review and acceptance by RTI of appropriate substantiation. **Consultant** shall promptly submit appropriate cost substantiation with invoices. RTI Purchase Order number must be shown on all invoices.

ARTICLE V - INDEPENDENT CONTRACTOR, COMPLIANCE WITH LAWS:

It is mutually understood that **Consultant** is performing this Agreement as an independent contractor, not as an employee, and **Consultant** is responsible for compliance with all requirements and obligations relating to performance of this Agreement under applicable law, including, but not limited to, minimum wage, sales tax, security, unemployment insurance, income tax and workers compensation regulations.

It is mutually understood that **Consultant** is not entitled to receive any other living expenses, medical insurance, health insurance, or to participate in any other benefit plans that RTI provides its employees.

Consultant agrees to comply with RTI Safety Regulations. **Consultant** must be briefed by RTI Supervisor-Safety on these matters.

Any provisions required being included in an agreement of this type by an applicable and valid Federal, State or local law, ordinance, rule or regulation, shall be deemed to be incorporated herein.

ARTICLE VI - INDEMNIFICATION, WARRANTY:

It is understood and agreed that **Consultant** is the party solely obligated and responsible to **RTI** for the satisfactory performance of the services covered by this Agreement. **Consultant** agrees to provide a high standard of professional service for its performance hereunder.

RTI will maintain liability insurance covering this contract. It is understood and agreed that neither **RTI** nor **Consultant** will be liable to the other for any incidental, consequential or liquidated damages associated with the work performed under this agreement.

ARTICLE VII – PROPRIETARY INFORMATION, DEVELOPMENTS, INVENTIONS:

It is recognized that in the performance of this Agreement, it may be necessary for **RTI** to disclose to **Consultant** data, reports and other information of a confidential and proprietary nature. **Consultant** agrees that it will keep such information in confidence as defined in the confidentiality agreement signed by **Consultant** on June 2, 2012. **Consultant** agrees that if, during the period of this Agreement, it shall make an invention or development relative to the Consulting Services referred to herein while in performance of the work, it will promptly make such invention or development known to **RTI** and, upon the request of **RTI**, **Consultant** agrees to assign to **RTI** any and all rights to said invention or development under the conditions of this Agreement. Thereafter, **Consultant**, upon request, shall do all things necessary to assist

RTI's patent attorney or agent in connection with the prosecution of any applications for Letters Patent. It is mutually agreed that any expense, such as charges for staff costs, travel and other expenses incurred in connection with any assistance requested by **RTI's** patent attorney or agent in the preparation and prosecution by **RTI**, shall not constitute a part of the principal sum payable under this Agreement. **Consultant** shall not disclose any information provided to **Consultant** by **RTI** under this Agreement and that all confidentiality requirements hereunder shall survive the termination or expiration of this Agreement.

ARTICLE VIII - INTERPRETATION:

This Agreement shall be governed and construed according to the laws of the State of Ohio.

ARTICLE IX - AMENDMENTS OF AGREEMENT:

No terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon **RTI** unless made in writing and signed by a duly authorized representative of **RTI**. In the event of any conflict between the terms and conditions herein stated, and those of the **Consultant**, **RTI's** terms and conditions prevail. The parties recognize that for administrative purposes, documents, such as Purchase Orders and similar documents, may be used during the term of this Agreement; in no event shall any condition in such administrative document be interpreted as amending the terms hereof.

ARTICLE X - TERM:

These services in accordance to this agreement are limited to the period commencing on June 1, 2012, and ending on July 31, 2012. The term of performance hereunder shall be for the same period unless mutually agreed to by both parties. Either party may terminate this Agreement at any time upon mutual agreement of the parties. **RTI** may terminate this agreement at any time that **Consultant** is in breach of the terms and conditions of this agreement and shall have no further obligation to **Consultant**.

ARTICLE XI - EXCLUSIVITY:

Consultant agrees upon execution of this Agreement that **Consultant** will provide **RTI** with a list of those business interests to which **Consultant** currently provides any services that compete directly or indirectly with **RTI**. **Consultant** hereby agrees that he/she will disclose to **RTI** if **Consultant** provides services to other business interests that compete directly or indirectly with **RTI**. It is also understood that **Consultant's** representative, assigned to **RTI**, will not perform work for competitors of **RTI** while performing work for **RTI**. As a normal course of business, **Consultant** maintains strictest confidence with its clients and will maintain said confidence and confidentiality as stated in Article VII.

ARTICLE XII - INSIDER TRADING STATUS:

Due to the fact that **RTI** is a company whose securities are publicly traded and that consultant may be privy to non-public material information regarding **RTI**, **Consultant** agrees that he/she will not buy or sell any security issued by **RTI** or any issuer with which **RTI** may potentially have a material relationship, including but not limited to vendors, customers, and/or potential acquisition targets.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement as of the day and year first above written.

RTI International Metals, Inc.

Cannon Labor Relations Consulting LLC

By: _____
Blaine A. Salvador
Senior Director
Operations, Titanium Group

By: Kenneth E. Cannon
Kenneth E. Cannon
Principal

Date: _____

Date: 6/5/2012

ATTEST:

By: _____

Date: _____

Exhibit A

RESPONSIBILITIES AND DUTIES

1. Provide labor relations consulting services to assist in defeating the campaign and organizing attempt at the RTI Canton TPD facility.
2. Services will include a proven process and methodology, presentations, mailings, analysis, assessments, guidance, direction, and support.
3. Provide detailed reports and documentation as requested by RTI.