UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2017

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 1-3610

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

PENNSYLVANIA	**25-0317820**
(State of incorporation)	**(I.R.S. Employer Identification No.)**
390 Park Avenue, New York, New York	**10022-4608**
(Address of principal executive offices)	**(Zip code)**

Investor Relations 212-836-2758
Office of the Secretary 212-836-2732
(Registrant's telephone number including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
Emerging growth Company	☐		

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 28, 2017, there were 441,030,999 shares of common stock, par value $1.00 per share, of the registrant outstanding.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

Arconic and subsidiaries
Statement of Consolidated Operations (unaudited)
(in millions, except per-share amounts)

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Sales (I)	$ 3,261	$ 3,234	$6,453	$6,289
Cost of goods sold (exclusive of expenses below)	2,583	2,533	5,075	4,933
Selling, general administrative, and other expenses	204	239	425	444
Research and development expenses	30	32	58	63
Provision for depreciation and amortization	137	133	270	266
Restructuring and other charges (D & E)	26	14	99	30
Operating income	281	283	526	553
Interest expense (L)	183	124	298	245
Other income, net (G)	(171)	(17)	(525)	(29)
Income from continuing operations before income taxes	269	176	753	337
Provision for income taxes	57	123	219	174
Income from continuing operations after income taxes	212	53	534	163
Income from discontinued operations after income taxes (G)	—	125	—	26
Net income	212	178	534	189
Less: Income from discontinued operations attributable to noncontrolling interests (G)	—	43	—	38
Net income attributable to Arconic	$ 212	$ 135	$ 534	$ 151
Amounts Attributable to Arconic Common Shareholders (J):				
Net income	$ 194	$ 118	$ 499	$ 117
Earnings per share - basic				
Continuing operations	$ 0.44	$ 0.08	$ 1.13	$ 0.30
Discontinued operations	—	0.19	—	(0.03)
Net income per share - basic	$ 0.44	$ 0.27	$ 1.13	$ 0.27
Earnings per share - diluted				
Continuing operations	$ 0.43	$ 0.08	$ 1.07	$ 0.29
Discontinued operations	—	0.19	—	(0.03)
Net income per share - diluted	$ 0.43	$ 0.27	$ 1.07	$ 0.26
Dividends paid per share	$ 0.06	$ 0.09	$ 0.12	$ 0.18
Weighted Average Shares Outstanding (J):				
Average shares outstanding - basic	441	438	440	438
Average shares outstanding - diluted	462	452	500	442

The accompanying notes are an integral part of the consolidated financial statements.

Arconic and subsidiaries
Statement of Consolidated Comprehensive Income (unaudited)
(in millions)

	Arconic		Noncontrolling Interests		Total	
	Second quarter ended June 30,		Second quarter ended June 30,		Second quarter ended June 30,	
	2017	2016	2017	2016	2017	2016
Net income	$ 212	$ 135	$ —	$ 43	$ 212	$ 178
Other comprehensive income (loss), net of tax (C):						
Change in unrecognized net actuarial loss and prior service cost/benefit related to pension and other postretirement benefits	48	65	—	2	48	67
Foreign currency translation adjustments	99	45	—	32	99	77
Net change in unrealized gains/losses on available-for-sale securities	(101)	3	—	—	(101)	3
Net change in unrecognized gains/losses on cash flow hedges	(2)	(153)	—	16	(2)	(137)
Total Other comprehensive income (loss), net of tax	44	(40)	—	50	44	10
Comprehensive income	$ 256	$ 95	$ —	$ 93	$ 256	$ 188

	Arconic		Noncontrolling Interests		Total	
	Six months ended June 30,		Six months ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016	2017	2016
Net income	$ 534	$ 151	$ —	$ 38	$ 534	$ 189
Other comprehensive income, net of tax (C):						
Change in unrecognized net actuarial loss and prior service cost/benefit related to pension and other postretirement benefits	79	97	—	3	79	100
Foreign currency translation adjustments	166	348	—	139	166	487
Net change in unrealized gains/losses on available-for-sale securities	(134)	4	—	—	(134)	4
Net change in unrecognized gains/losses on cash flow hedges	3	(233)	—	14	3	(219)
Total Other comprehensive income, net of tax	114	216	—	156	114	372
Comprehensive income	$ 648	$ 367	$ —	$ 194	$ 648	$ 561

The accompanying notes are an integral part of the consolidated financial statements.

Arconic and subsidiaries
Consolidated Balance Sheet (unaudited)
(in millions)

	June 30, 2017	December 31, 2016
Assets		
Current Assets:		
Cash and cash equivalents	$ 1,785	$ 1,863
Receivables from customers, less allowances of $8 in 2017 and $13 in 2016 (K)	1,170	974
Other receivables (G & K)	357	477
Inventories (F)	2,416	2,253
Prepaid expenses and other current assets	305	325
Total current assets	6,033	5,892
Properties, plants, and equipment	11,738	11,572
Less: accumulated depreciation and amortization	6,231	6,073
Properties, plants, and equipment, net	5,507	5,499
Goodwill	5,215	5,148
Deferred income taxes	1,080	1,234
Investment in common stock of Alcoa Corporation (G & N)	—	1,020
Other noncurrent assets	1,271	1,245
Total Assets	$19,106	$ 20,038
Liabilities		
Current liabilities:		
Short-term borrowings	$ 48	$ 36
Accounts payable, trade	1,667	1,744
Accrued compensation and retirement costs	363	398
Taxes, including income taxes	77	85
Accrued interest payable	124	153
Other current liabilities	379	329
Long-term debt due within one year	—	4
Total current liabilities	2,658	2,749
Long-term debt, less amount due within one year (L & N)	6,796	8,044
Accrued pension benefits	2,202	2,345
Accrued other postretirement benefits	822	889
Other noncurrent liabilities and deferred credits	875	870
Total liabilities	13,353	14,897
Contingencies and commitments (H)		
Equity		
Arconic shareholders' equity:		
Preferred stock	55	55
Mandatory convertible preferred stock	3	3
Common stock	441	438
Additional capital	8,262	8,214
Accumulated deficit	(567)	(1,027)
Accumulated other comprehensive loss (C)	(2,454)	(2,568)
Total Arconic shareholders' equity	5,740	5,115
Noncontrolling interests	13	26
Total equity	5,753	5,141
Total Liabilities and Equity	$19,106	$ 20,038

The accompanying notes are an integral part of the consolidated financial statements.

Arconic and subsidiaries
Statement of Consolidated Cash Flows (unaudited)
(in millions)

	Six months ended June 30, 2017	Six months ended June 30, 2016
Cash from Operations		
Net income	$ 534	$ 189
Adjustments to reconcile net income to cash from operations:		
Depreciation, depletion and amortization	270	622
Deferred income taxes	27	(78)
Equity income, net of dividends	—	20
Restructuring and other charges	99	116
Net gain from investing activities - asset sales (G)	(515)	(28)
Net periodic pension benefit cost (M)	108	168
Stock-based compensation	48	55
Other	63	19
Changes in assets and liabilities, excluding effects of acquisitions, divestitures, and foreign currency translation adjustments:		
(Increase) in receivables	(282)	(218)
(Increase) in inventories	(150)	(3)
Decrease in prepaid expenses and other current assets	30	4
(Decrease) in accounts payable, trade	(69)	(243)
(Decrease) in accrued expenses	(105)	(301)
Increase in taxes, including income taxes	121	57
Pension contributions	(163)	(147)
(Increase) in noncurrent assets	(60)	(215)
(Decrease) in noncurrent liabilities	(39)	(115)
Cash used for operations	(83)	(98)
Financing Activities		
Net change in short-term borrowings (original maturities of three months or less)	9	(5)
Additions to debt (original maturities greater than three months)	512	876
Payments on debt (original maturities greater than three months) (L)	(1,333)	(882)
Proceeds from exercise of employee stock options	26	2
Dividends paid to shareholders	(88)	(114)
Distributions to noncontrolling interests	(14)	(84)
Other	(15)	—
Cash used for financing activities	(903)	(207)
Investing Activities		
Capital expenditures	(229)	(528)
Proceeds from the sale of assets and businesses (E)	(9)	549
Additions to investments	(1)	(8)
Sales of investments (G)	888	275
Net change in restricted cash	10	7
Other (G)	245	15
Cash provided from investing activities	904	310
Effect of exchange rate changes on cash and cash equivalents	4	5
Net change in cash and cash equivalents	(78)	10
Cash and cash equivalents at beginning of year	1,863	1,919
Cash and cash equivalents at end of period	$ 1,785	$1,929

The accompanying notes are an integral part of the consolidated financial statements.

Arconic and subsidiaries
Statement of Changes in Consolidated Equity (unaudited)
(in millions, except per-share amounts)

	Arconic Shareholders								
	Preferred stock	Mandatory convertible preferred stock	Common stock	Additional capital	Retained earnings	Treasury stock	Accumulated other comprehensive loss	Noncontrolling interests	Total Equity
Balance at March 31, 2016	$ 55	$ 3	$ 1,391	$ 9,856	$ 8,753	$(2,657)	$ (5,175)	$ 2,135	$14,361
Net income	—	—	—	—	135	—	—	43	178
Other comprehensive income (C)	—	—	—	—	—	—	(40)	50	10
Cash dividends declared:									
Preferred-Class A @ $0.9375 per share	—	—	—	—	—	—	—	—	—
Preferred-Class B @ $6.71875 per share	—	—	—	—	(17)	—	—	—	(17)
Stock-based compensation	—	—	—	29	—	—	—	—	29
Common stock issued:									
compensation plans	—	—	—	(8)	—	10	—	—	2
Distributions	—	—	—	—	—	—	—	(34)	(34)
Balance at June 30, 2016	$ 55	$ 3	$ 1,391	$ 9,877	$ 8,871	$(2,647)	$ (5,215)	$ 2,194	$14,529

	Arconic Shareholders								
	Preferred stock	Mandatory convertible preferred stock	Common stock	Additional capital	Accumulated deficit	Treasury stock	Accumulated other comprehensive loss	Noncontrolling interests	Total Equity
Balance at March 31, 2017	$ 55	$ 3	$ 441	$ 8,249	$ (768)	$ —	$ (2,498)	$ 13	$ 5,495
Net income	—	—	—	—	212	—	—	—	212
Other comprehensive income (C)	—	—	—	—	—	—	44	—	44
Cash dividends declared:									
Preferred-Class A @ $0.9375 per share	—	—	—	—	—	—	—	—	—
Preferred-Class B @ $6.71875 per share	—	—	—	—	(18)	—	—	—	(18)
Stock-based compensation	—	—	—	20	—	—	—	—	20
Common stock issued:									
compensation plans	—	—	—	(7)	—	—	—	—	(7)
Other	—	—	—	—	7	—	—	—	7
Balance at June 30, 2017	$ 55	$ 3	$ 441	$ 8,262	$ (567)	$ —	$ (2,454)	$ 13	$ 5,753

The accompanying notes are an integral part of the consolidated financial statements.

Arconic and subsidiaries
Statement of Changes in Consolidated Equity (unaudited)
(in millions, except per-share amounts)

	Arconic Shareholders								
	Preferred stock	Mandatory convertible preferred stock	Common stock	Additional capital	Retained earnings	Treasury stock	Accumulated other comprehensive loss	Noncontrolling interests	Total Equity
Balance at December 31, 2015	$ 55	$ 3	$ 1,391	$ 10,019	$ 8,834	$(2,825)	$ (5,431)	$ 2,085	$14,131
Net income	—	—	—	—	151	—	—	38	189
Other comprehensive income (C)	—	—	—	—	—	—	216	156	372
Cash dividends declared:									
Preferred-Class A @ $1.875 per share	—	—	—	—	(1)	—	—	—	(1)
Preferred-Class B @ $13.4375 per share	—	—	—	—	(34)	—	—	—	(34)
Common @ $0.06 per share	—	—	—	—	(79)	—	—	—	(79)
Stock-based compensation	—	—	—	55	—	—	—	—	55
Common stock issued:									
compensation plans	—	—	—	(197)	—	178	—	—	(19)
Distributions	—	—	—	—	—	—	—	(84)	(84)
Other	—	—	—	—	—	—	—	(1)	(1)
Balance at June 30, 2016	$ 55	$ 3	$ 1,391	$ 9,877	$ 8,871	$(2,647)	$ (5,215)	$ 2,194	$14,529

	Arconic Shareholders								
	Preferred stock	Mandatory convertible preferred stock	Common stock	Additional capital	Accumulated deficit	Treasury stock	Accumulated other comprehensive loss	Noncontrolling interests	Total Equity
Balance at December 31, 2016	$ 55	$ 3	$ 438	$ 8,214	$ (1,027)	$ —	$ (2,568)	$ 26	$ 5,141
Net income	—	—	—	—	534	—	—	—	534
Other comprehensive income (C)	—	—	—	—	—	—	114	—	114
Cash dividends declared:									
Preferred-Class A @ $1.875 per share	—	—	—	—	(1)	—	—	—	(1)
Preferred-Class B @ $13.4375 per share	—	—	—	—	(34)	—	—	—	(34)
Common @ $0.12 per share	—	—	—	—	(54)	—	—	—	(54)
Stock-based compensation	—	—	—	48	—	—	—	—	48
Common stock issued:									
compensation plans	—	—	3	—	—	—	—	—	3
Distributions	—	—	—	—	—	—	—	(14)	(14)
Other	—	—	—	—	15	—	—	1	16
Balance at June 30, 2017	$ 55	$ 3	$ 441	$ 8,262	$ (567)	$ —	$ (2,454)	$ 13	$ 5,753

The accompanying notes are an integral part of the consolidated financial statements.

A. Basis of Presentation

The interim Consolidated Financial Statements of Arconic Inc. and its subsidiaries ("Arconic" or the "Company") are unaudited. These Consolidated Financial Statements include all adjustments, consisting only of normal recurring adjustments, considered necessary by management to fairly state the Company's results of operations, financial position, and cash flows. The results reported in these Consolidated Financial Statements are not necessarily indicative of the results that may be expected for the entire year. The 2016 year-end balance sheet data was derived from audited financial statements but does not include all disclosures required by accounting principles generally accepted in the United States of America ("GAAP"). This Form 10-Q report should be read in conjunction with Arconic's Annual Report on Form 10-K for the year ended December 31, 2016, which includes all disclosures required by GAAP. Certain amounts in previously issued financial statements were reclassified to conform to the current period presentation.

The separation of Alcoa Inc. into two standalone, publicly-traded companies, Arconic Inc. (the new name for Alcoa Inc.) and Alcoa Corporation, became effective on November 1, 2016 (the "Separation Transaction"). The financial results of Alcoa Corporation for all periods prior to the Separation Transaction have been retrospectively reflected in the Statement of Consolidated Operations as discontinued operations and, as such, have been excluded from continuing operations and segment results for the second quarter and six months ended June 30, 2016. The cash flows, equity and comprehensive income related to Alcoa Corporation have not been segregated and are included in the Statement of Consolidated Cash Flows, Statement of Changes in Consolidated Equity and Statement of Consolidated Comprehensive Income, respectively, for the second quarter and six months ended June 30, 2016.

Pursuant to the authorization provided at a special meeting of Arconic common shareholders held on October 5, 2016, shareholders approved a 1-for-3 reverse stock split of Arconic's outstanding and authorized shares of common stock (the "Reverse Stock Split"). As a result of the Reverse Stock Split, every three shares of issued and outstanding common stock were combined into one issued and outstanding share of common stock, without any change in the par value per share. The Reverse Stock Split reduced the number of shares of common stock outstanding from approximately 1.3 billion shares to approximately 0.4 billion shares. The Company's common stock began trading on a reverse stock split-adjusted basis on the New York Stock Exchange on October 6, 2016.

B. Recently Adopted and Recently Issued Accounting Guidance

<u>Adopted</u>

In March 2016, the Financial Accounting Standards Board ("FASB") issued changes to employee share-based payment accounting. Previously, an entity determined for each share-based payment award whether the difference between the deduction for tax purposes and the compensation cost recognized for financial reporting purposes resulted in either an excess tax benefit or a tax deficiency. Excess tax benefits were recognized in additional paid-in capital; tax deficiencies were recognized either as an offset to accumulated excess tax benefits, if any, or in the income statement. Excess tax benefits were not recognized until the deduction reduced taxes payable. The changes require all excess tax benefits and tax deficiencies related to share-based payment awards to be recognized as income tax expense or benefit in the income statement. The tax effects of exercised or vested awards should be treated as discrete items in the reporting period in which they occur. An entity also should recognize excess tax benefits regardless of whether the benefit reduces taxes payable in the current period. Additionally, the presentation of excess tax benefits related to share-based payment awards in the statement of cash flows changed. Previously, excess tax benefits were separated from other income tax cash flows and classified as a financing activity. The changes require excess tax benefits to be classified along with other income tax cash flows as an operating activity. Also, the changes require cash paid by an employer when directly withholding shares for tax-withholding purposes to be classified as a financing activity. Additionally, for a share-based award to qualify for equity classification it previously could not be partially settled in cash in excess of the employer's minimum statutory withholding requirements. The changes permit equity classification of share-based awards for withholdings up to the maximum statutory tax rates in applicable jurisdictions. These changes became effective for Arconic on January 1, 2017. Management has concluded that the adoption of this guidance did not have a material effect on the Consolidated Financial Statements.

In March 2016, the FASB issued changes eliminating the requirement for an investor to adjust an equity method investment, results of operations, and retained earnings retroactively on a step-by-step basis as if the equity method had been in effect during all previous periods that the investment had been held as a result of an increase in the level of ownership interest or degree of influence. Additionally, an entity that has an available-for-sale equity security that

becomes qualified for the equity method of accounting must recognize through earnings the unrealized holding gain or loss in accumulated other comprehensive income at the date the investment becomes qualified for use of the equity method. These changes became effective for Arconic on January 1, 2017. Management has concluded that the adoption of this guidance did not have a material impact on the Consolidated Financial Statements.

In March 2016, the FASB issued changes to derivative instruments designated as hedging instruments. These changes clarify that a change in the counterparty to a derivative instrument that has been designated as a hedging instrument does not, in and of itself, require dedesignation of that hedging relationship provided that all other hedge accounting criteria continue to be met. These changes became effective for Arconic on January 1, 2017. Management has determined that the adoption of this guidance did not have a material impact on the Consolidated Financial Statements.

In October 2016, the FASB issued changes to the accounting for Intra-Entity transactions, other than inventory. Previously, no immediate tax impact was recognized in the consolidated financial statements as a result of intra-entity transfers of assets. The previous standard precluded an entity from reflecting a tax benefit or expense from an intra-entity transfer between entities that file separate tax returns, whether or not such entities were in different tax jurisdictions, until the asset was sold to a third party or otherwise recovered. The previous standard also prohibited recognition by the buyer of a deferred tax asset for the temporary difference arising from the excess of the buyer’s tax basis over the cost to the seller. The changes require the current and deferred income tax consequences of the intra-entity transfer to be recorded when the transaction occurs. The exception to defer the tax consequences of inventory transactions is maintained. These changes became effective for Arconic on January 1, 2017. Management has determined that the adoption of this guidance did not have a material impact on the Consolidated Financial Statements.

In January 2017, the FASB issued changes to the subsequent measurement of goodwill by eliminating step 2 from the goodwill impairment test, which previously required measurement of any goodwill impairment loss by comparing the implied fair value of a reporting unit’s goodwill with the carrying amount of that goodwill. An entity will perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit’s fair value without exceeding the total amount of goodwill allocated to that reporting unit. Arconic has elected to early adopt this guidance as of January 1, 2017, and will apply it on a prospective basis. Management does not anticipate that the adoption of these changes will have a material impact on the Consolidated Financial Statements.

In January 2017, the FASB issued changes which narrow the definition of a business and require an entity to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets, which would not constitute the acquisition of a business. The guidance also requires a business to include at least one substantive process and narrows the definition of outputs. Arconic has elected to early adopt this guidance as of January 1, 2017, and will apply it on a prospective basis. Management does not anticipate that the adoption of these changes will have a material impact on the Consolidated Financial Statements.

Issued

In May 2014, the FASB issued changes to the recognition of revenue from contracts with customers. These changes created a comprehensive framework for all entities in all industries to apply in the determination of when to recognize revenue and, therefore, supersede virtually all existing revenue recognition requirements and guidance. This framework is expected to result in less complex guidance in application while providing a consistent and comparable methodology for revenue recognition. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve this principle, an entity should apply the following steps: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract(s), (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract(s), and (v) recognize revenue when, or as, the entity satisfies a performance obligation. In August 2015, the FASB deferred the effective date of the new guidance by one year, making these changes effective for Arconic on January 1, 2018.

Arconic expects to adopt the new guidance using the modified retrospective transition approach. The Company has formed a project assessment and adoption team and is currently reviewing contract terms and assessing the impact of adopting the new guidance on the Consolidated Financial Statements. Based on the Company’s initial contract assessment, it believes that revenue under certain contracts will continue to be recognized at a point in time, while revenue under other contracts, primarily within the Engineered Products and Solutions segment, may be recognized over time due to no alternative use for the product as well as an enforceable right of payment from the customer in the event of termination of the contract. The Company is continuing to assess the impact that over-time revenue recognition will have on its Consolidated Financial Statements, therefore an estimate of the impact of adopting this standard is not currently determinable.

In January 2016, the FASB issued changes to equity investments. These changes require equity investments (except those accounted for under the equity method of accounting or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income. However, an entity may choose to measure equity investments that do not have readily determinable fair values at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer. Additionally, the impairment assessment of equity investments without readily determinable fair values has been simplified by requiring a qualitative assessment to identify impairment. These changes become effective for Arconic on January 1, 2018. Management has determined that the potential impact of these changes on the Consolidated Financial Statements will not be material.

In February 2016, the FASB issued changes to the accounting and presentation of leases. These changes require lessees to recognize a right of use asset and lease liability on the balance sheet for all leases with terms longer than 12 months. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize a right of use asset and lease liability. Additionally, when measuring assets and liabilities arising from a lease, optional payments should be included only if the lessee is reasonably certain to exercise an option to extend the lease, exercise a purchase option, or not exercise an option to terminate the lease. These changes become effective for Arconic on January 1, 2019. Management is currently evaluating the potential impact of these changes on the Consolidated Financial Statements. An estimate of the impact of this standard is not currently determinable.

In June 2016, the FASB added a new impairment model (known as the current expected credit loss (CECL) model) that is based on expected losses rather than incurred losses. Under the new guidance, an entity recognizes as an allowance its estimate of expected credit losses. The CECL model applies to most debt instruments, trade receivables, lease receivables, financial guarantee contracts, and other loan commitments. The CECL model does not have a minimum threshold for recognition of impairment losses and entities will need to measure expected credit losses on assets that have a low risk of loss. These changes become effective for Arconic on January 1, 2020. Management is currently evaluating the potential impact of these changes on the Consolidated Financial Statements.

In August 2016, the FASB issued changes to the classification of certain cash receipts and cash payments within the statement of cash flows. The guidance identifies eight specific cash flow items and the sections where they must be presented within the statement of cash flows. These changes become effective for Arconic on January 1, 2018 and early adoption is permitted. Management does not expect these changes to have a material impact on the Consolidated Financial Statements.

In November 2016, the FASB issued changes to the classification of cash and cash equivalents within the cash flow statement. Restricted cash and restricted cash equivalents will be included within the cash and cash equivalents line on the cash flow statement and a reconciliation must be prepared to the statement of financial position. Transfers between restricted cash and restricted cash equivalents and cash and cash equivalents will no longer be presented as cash flow activities in the statement of cash flows and material balances of restricted cash and restricted cash equivalents must disclose information regarding the nature of the restrictions. These changes become effective for Arconic on January 1, 2018. Management has determined that the adoption of these changes will not have a material impact on the Consolidated Financial Statements.

In March 2017, the FASB issued changes to shorten the amortization period for certain callable debt securities held at a premium. Specifically, the amendments require the premium to be amortized to the earliest call date. The amendments do not require an accounting change for securities held at a discount; the discount continues to be amortized to maturity. These changes become effective for Arconic on January 1, 2019 and early adoption is permitted. Management has determined that the adoption of these changes will not have a material impact on the Consolidated Financial Statements.

In March 2017, the FASB issued changes to the presentation of net periodic pension cost and net periodic postretirement benefit cost. The new guidance requires registrants to present the service cost component of net periodic benefit cost in the same income statement line item or items as other employee compensation costs arising from services rendered during the period. In addition, only the service cost component will be eligible for asset capitalization. Registrants will present the other components of net periodic benefit cost separately from the service cost component; and, the line item or items used in the income statement to present the other components of net periodic benefit cost must be disclosed. These changes become effective for Arconic on January 1, 2018, including interim periods within those fiscal years. The new standard must be adopted retrospectively for the presentation of the service cost component and the other components of net periodic benefit cost in the income statement, and prospectively for the asset capitalization of the service cost component of net periodic benefit cost. Management is currently evaluating the potential impact of these

changes on the Consolidated Financial Statements. For 2017, the Company expects to record non-service related net periodic pension cost and net periodic postretirement benefit cost of approximately $150 which would be recorded separately in the Other income, net line item in the Statement of Consolidated Operations upon the adoption of this standard. Management is currently evaluating the potential impact of prospectively adopting the asset capitalization of only the service cost component.

In May 2017, the FASB issued clarification to guidance on the modification accounting criteria for share-based payment awards. The new guidance requires registrants to apply modification accounting unless three specific criteria are met. The three criteria are 1) the fair value or the award is the same before and after the modification, 2) the vesting conditions are the same before and after the modification and 3) the classification as a debt or equity award is the same before and after the modification. These changes become effective for Arconic on January 1, 2018 and are to be applied prospectively to new awards granted after adoption. Management is currently evaluating the potential impact of these changes on the Consolidated Financial Statements.

C. Accumulated Other Comprehensive Loss

The following table details the activity of the four components that comprise Accumulated other comprehensive loss for both Arconic's shareholders and noncontrolling interests:

	Arconic Second quarter ended June 30,		Noncontrolling Interests Second quarter ended June 30,	
	2017	2016	2017	2016
Pension and other postretirement benefits (M)				
Balance at beginning of period	$ (1,979)	$ (3,579)	$ —	$ (55)
Other comprehensive income:				
Unrecognized net actuarial loss and prior service cost	17	(5)	—	1
Tax (expense) benefit	(5)	3	—	—
Total Other comprehensive loss before reclassifications, net of tax	12	(2)	—	1
Amortization of net actuarial loss and prior service cost[1]	56	104	—	
Tax (expense) benefit[2]	(20)	(37)	—	1
Total amount reclassified from Accumulated other comprehensive loss, net of tax[5]	36	67	—	1
Total Other comprehensive income	48	65	—	2
Balance at end of period	$ (1,931)	$ (3,514)	$ —	$ (53)
Foreign currency translation				
Balance at beginning of period	$ (622)	$ (2,109)	$ (2)	$ (673)
Other comprehensive income[3]	99	45	—	32
Balance at end of period	$ (523)	$ (2,064)	$ (2)	$ (641)
Available-for-sale securities				
Balance at beginning of period	$ 99	$ (4)	$ —	$ —
Other comprehensive (loss) income[4]	(101)	3	—	—
Balance at end of period	$ (2)	$ (1)	$ —	$ —
Cash flow hedges				
Balance at beginning of period	$ 4	$ 517	$ —	$ (5)
Other comprehensive income (loss):				
Net change from periodic revaluations	(4)	(225)	—	18
Tax benefit (expense)	1	66	—	(5)
Total Other comprehensive income (loss) before reclassifications, net of tax	(3)	(159)	—	13
Net amount reclassified to earnings	1	7		5
Tax expense[2]	—	(1)	—	(2)
Total amount reclassified from Accumulated other comprehensive loss, net of tax[5]	1	6	—	3
Total Other comprehensive income (loss)	(2)	(153)	—	16
Balance at end of period	$ 2	$ 364	$ —	$ 11

(1) These amounts were included in the computation of net periodic benefit cost for pension and other postretirement benefits (see Note M).
(2) These amounts were included in Provision for income taxes on the accompanying Statement of Consolidated Operations.
(3) In all periods presented, there were no tax impacts related to rate changes and no amounts were reclassified to earnings.
(4) Realized gains and losses were included in Other income, net on the accompanying Statement of Consolidated Operations.
(5) A positive amount indicates a corresponding charge to earnings and a negative amount indicates a corresponding benefit to earnings. These amounts were reflected on the accompanying Statement of Consolidated Operations in the line items indicated in footnotes 2 through 4.

	Arconic Six months ended June 30,		Noncontrolling Interests Six months ended June 30,	
	2017	2016	2017	2016
Pension and other postretirement benefits (M)				
Balance at beginning of period	$(2,010)	$(3,611)	$ —	$ (56)
Other comprehensive income:				
Unrecognized net actuarial loss and prior service cost	11	(64)	—	1
Tax (expense) benefit	(4)	26	—	—
Total Other comprehensive loss before reclassifications, net of tax	7	(38)	—	1
Amortization of net actuarial loss and prior service cost(1)	111	208	—	2
Tax expense(2)	(39)	(73)	—	—
Total amount reclassified from Accumulated other comprehensive loss, net of tax(5)	72	135	—	2
Total Other comprehensive income	79	97	—	3
Balance at end of period	$(1,931)	$(3,514)	$ —	$ (53)
Foreign currency translation				
Balance at beginning of period	$ (689)	$(2,412)	$ (2)	$ (780)
Other comprehensive income(3)	166	348	—	139
Balance at end of period	$ (523)	$(2,064)	$ (2)	$ (641)
Available-for-sale securities				
Balance at beginning of period	$ 132	$ (5)	$ —	$ —
Other comprehensive (loss) income(4)	(134)	4	—	—
Balance at end of period	$ (2)	$ (1)	$ —	$ —
Cash flow hedges				
Balance at beginning of period	$ (1)	$ 597	$ —	$ (3)
Other comprehensive income (loss):				
Net change from periodic revaluations	4	(342)	—	15
Tax (expense) benefit	(2)	103	—	(4)
Total Other comprehensive income (loss) before reclassifications, net of tax	2	(239)	—	11
Net amount reclassified to earnings	1	5		5
Tax benefit (expense)(2)	—	1	—	(2)
Total amount reclassified from Accumulated other comprehensive loss, net of tax(5)	1	6	—	3
Total Other comprehensive income (loss)	3	(233)	—	14
Balance at end of period	$ 2	$ 364	$ —	$ 11

(1) These amounts were included in the computation of net periodic benefit cost for pension and other postretirement benefits (see Note M).
(2) These amounts were included in Provision for income taxes on the accompanying Statement of Consolidated Operations.
(3) In all periods presented, there were no tax impacts related to rate changes and no amounts were reclassified to earnings.
(4) Realized gains and losses were included in Other income, net on the accompanying Statement of Consolidated Operations.
(5) A positive amount indicates a corresponding charge to earnings and a negative amount indicates a corresponding benefit to earnings. These amounts were reflected on the accompanying Statement of Consolidated Operations in the line items indicated in footnotes 2 through 4.

D. Restructuring and Other Charges

In the second quarter of 2017, Arconic recorded Restructuring and other charges of $26 ($17 after-tax), which included $29 ($19 after-tax) for layoff costs related to cost reduction initiatives including the separation of approximately 352 employees (129 in the Engineered Products and Solutions segment, 110 in the Global Rolled Products segment, 93 in the Transportation and Construction Solutions segment, and 20 in Corporate); a net charge of $4 ($3 after-tax) for other miscellaneous items; a net benefit of $6 ($4 after-tax), for the reversal of forfeited executive stock compensation of $13, partially offset by a charge of $7 for the related severance; and a favorable benefit of $1 ($1 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

In the first six months of 2017, Arconic recorded Restructuring and other charges of $99 ($86 after-tax), which included $48 ($32 after-tax) for layoff costs related to cost reduction initiatives including the separation of approximately 680 employees (243 in the Engineered Products and Solutions segment, 242 in the Global Rolled Products segment, 133 in the Transportation and Construction Solutions segment, and 62 in Corporate); a charge of $60 ($60 after-tax) related to the sale of the Fusina, Italy rolling mill; a net benefit of $6 ($4 after-tax), for the reversal of forfeited executive stock compensation of $13, partially offset by a charge of $7 for the related severance; a net benefit of $1 ($0 after-tax) for other miscellaneous items; and a favorable benefit of $2 ($2 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

In the second quarter of 2016, Arconic recorded Restructuring and other charges of $14 ($9 after-tax), which included $13 ($8 after-tax) for layoff costs related to cost reduction initiatives and the separation of Alcoa Inc. (see Note G), including the separation of approximately 540 employees (300 in the Engineered Products and Solutions segment and 240 in the Transportation and Construction Solutions segment); a net charge of $7 ($4 after-tax) for other miscellaneous items; and a favorable benefit of $6 ($3 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

In the first six months of 2016, Arconic recorded Restructuring and other charges of $30 ($20 after-tax), which included $30 ($19 after-tax) for layoff costs related to cost reduction initiatives and the separation of Alcoa Inc. (see Note G), including the separation of approximately 1,070 employees (800 in the Engineered Products and Solutions segment, 30 in the Global Rolled Products segment, and 240 in the Transportation and Construction Solutions segment); a net charge of $7 ($4 after-tax) for other miscellaneous items; and a net favorable benefit of $7 ($3 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

Arconic does not include Restructuring and other charges in the results of its reportable segments. The pretax impact of allocating such charges to segment results would have been as follows:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Engineered Products and Solutions	$ 8	$ 9	$ 14	$ 17
Global Rolled Products	17	—	74	2
Transportation and Construction Solutions	6	8	9	8
Segment Total	31	17	97	27
Corporate	(5)	(3)	2	3
Total Restructuring and other charges	$ 26	$ 14	$ 99	$ 30

As of June 30, 2017, approximately 65 of the 680 employees associated with 2017 restructuring programs, approximately 1,170 of the 1,770 employees (previously 1,800) associated with 2016 restructuring programs, and approximately 1,120 of the 1,220 employees (previously 1,240) associated with the 2015 restructuring programs were separated. The total number of employees associated with both the 2016 and 2015 restructuring programs was updated to reflect employees who, initially identified for separation, accepted other positions within Arconic, as well as natural attrition. Most of the remaining separations for the 2017 restructuring programs and all of the remaining separations for the 2016 and 2015 restructuring programs are expected to be completed by the end of 2017.

In the 2017 second quarter and six-month period, cash payments of $1 and $2, respectively, were made against layoff reserves related to 2017 restructuring programs, cash payments of $6 and $20, respectively, were made against layoff reserves related to 2016 restructuring programs, and cash payments of $1 and $4, respectively, were made against the layoff reserves related to 2015 restructuring programs.

Activity and reserve balances for restructuring charges were as follows:

	Layoff costs	Other exit costs	Total
Reserve balances at December 31, 2015	$ 84	$ 9	$ 93
2016:			
Cash payments	(73)	(13)	(86)
Restructuring charges	70	27	97
Other*	(31)	(14)	(45)
Reserve balances at December 31, 2016	50	9	59
2017:			
Cash payments	(26)	(5)	(31)
Restructuring charges	43	—	43
Other*	10	(1)	9
Reserve balances at June 30, 2017	$ 77	$ 3	$ 80

* Other includes reversals of previously recorded restructuring charges and the effects of foreign currency translation. In 2017, Other for layoff costs includes the reclassification of a stock awards reversal of $13. In 2016, Other for other exit costs also included reclassifications of $8 in asset retirement, $2 in environmental obligations and $4 in legal obligations as these liabilities were included in Arconic's separate reserves for asset retirement obligations, environmental remediation and legal costs.

The remaining reserves are expected to be paid in cash during the remainder of 2017, except for approximately $10 to $12, which is expected to be paid within the next year for layoffs.

E. Acquisitions and Divestitures

In April 2016, Arconic completed the sale of the Remmele Medical business to LISI MEDICAL for $102 in cash ($99 net of transaction costs). This business, which was part of the RTI International Metals acquisition, manufactures precision-machined metal products for customers in the minimally invasive surgical device and implantable device markets. While owned by Arconic, the operating results and assets and liabilities of this business were included in the Engineered Products and Solutions segment. Remmele Medical generated third-party sales of approximately $20 from January 1, 2016 through the divestiture date, and, at the time of the divestiture, had approximately 330 employees. This transaction is no longer subject to post-closing adjustments.

In March 2017, Arconic completed the sale of its Fusina, Italy rolling mill to Slim Aluminium. While owned by Arconic, the operating results and assets and liabilities of the Fusina, Italy rolling mill were included in the Global Rolled Products segment. As part of the transaction, Arconic injected $10 of cash into the business and provided a third-party guarantee with a fair value of $5 related to Slim Aluminium's environmental remediation. The Company recorded a loss on the sale of $60, which was recorded in Restructuring and other charges (see Note D) on the Statement of Consolidated Operations. The rolling mill generated third-party sales of approximately $37 and $72 for the six-month periods ended June 30, 2017 and 2016, respectively. At the time of the divestiture, the rolling mill had approximately 312 employees.

F. Inventories

	June 30, 2017	December 31, 2016
Finished goods	$ 652	$ 625
Work-in-process	1,300	1,144
Purchased raw materials	383	408
Operating supplies	81	76
Total inventories	$2,416	$ 2,253

At June 30, 2017 and December 31, 2016, the total amount of inventories valued on a LIFO basis was $1,057 and $947, respectively. If valued on an average-cost basis, total inventories would have been $401 and $371 higher at June 30, 2017 and December 31, 2016, respectively.

G. Separation Transaction and Discontinued Operations

On November 1, 2016, Arconic completed the Separation Transaction. Alcoa Inc., which was re-named Arconic Inc., continued to own the Engineered Products and Solutions, the Global Rolled Products (except for the Warrick, IN rolling operations and the equity interest in the rolling mill at the joint venture in Saudi Arabia), and the Transportation and Construction Solutions segments. Alcoa Corporation included the Alumina and Primary Metals segments and the Warrick, IN rolling operations and equity interest in the rolling mill at the joint venture in Saudi Arabia, both of which were formerly part of Arconic's Global Rolled Products segment. The results of operations of Alcoa Corporation for the second quarter and six months ended June 30, 2016 are presented as discontinued operations in the Statement of Consolidated Operations.

Arconic completed the Separation Transaction by distribution on November 1, 2016 of 80.1% of the outstanding common stock of Alcoa Corporation to the Company's shareholders of record as of the close of business on October 20, 2016. Arconic retained 19.9% of the Alcoa Corporation common stock (36,311,767 shares).

In February 2017, the Company sold 23,353,000 shares of Alcoa Corporation common stock at $38.03 per share, which resulted in cash proceeds of $888 which were recorded in Sale of investments within Investing Activities in the Statement of Consolidated Cash Flows and a gain of $351, which was recorded in Other income, net in the accompanying Statement of Consolidated Operations.

In April and May 2017, the Company acquired a portion of its outstanding notes held by two investment banks (the "Investment Banks") in exchange for cash and the Company's remaining 12,958,767 Alcoa Corporation shares (valued at $35.91 per share) (the "Debt-for-Equity Exchange") (See Note L). A gain of $167 on the Debt-for-Equity Exchange was recorded in Other income, net in the accompanying Statement of Consolidated Operations. The share exchange had no impact on the Statement of Consolidated Cash Flows.

The Company had recorded the retained interest as a cost method investment in Investment in common stock of Alcoa Corporation in the accompanying Consolidated Balance Sheet. The fair value of Arconic's retained interest in Alcoa Corporation was $0 and $1,020 at June 30, 2017 and December 31, 2016, respectively. The fair value was based on the closing stock price of Alcoa Corporation as of June 30, 2017, and December 31, 2016 multiplied by the number of shares of Alcoa Corporation common stock owned by the Company at those respective dates. As of May 4, 2017, the Company no longer maintains a retained interest in Alcoa Corporation common stock.

In connection with the Separation Transaction, on October 31, 2016, Arconic and Alcoa Corporation entered into a Toll Processing and Services Agreement (the "Toll Processing Agreement") pursuant to which Arconic provides can body stock from its Tennessee operations to Alcoa Corporation's Warrick, Indiana rolling mill. Aluminum for the can body stock is supplied by Alcoa Corporation. The Toll Processing Agreement expires on December 31, 2018, unless sooner terminated by the parties. Tolling revenues for the second quarter and six months ended June 30, 2017 and accounts receivable at June 30, 2017 were not material to the consolidated results of operations and financial position, respectively.

As part of the Separation Transaction, Arconic had recorded a receivable in the December 2016 Consolidated Balance Sheet for the net after-tax proceeds from Alcoa Corporation's sale of the Yadkin Hydroelectric Project. The transaction closed in the first quarter of 2017 and the Company received proceeds of $238 in the first quarter of 2017 and the remaining $5 in the second quarter of 2017. The $243 proceeds were included in Other within Investing Activities in the Statement of Consolidated Cash Flows.

The results of operations of Alcoa Corporation are presented as discontinued operations in the Statement of Consolidated Operations as summarized below:

	Second quarter ended June 30, 2016	Six months ended June 30, 2016
Sales	$ 2,061	$ 3,953
Cost of goods sold (exclusive of expenses below)	1,683	3,324
Selling, general administrative, and other expenses	47	102
Research and development expenses	7	18
Provision for depreciation, depletion and amortization	177	352
Restructuring and other charges	9	86
Interest expense	5	11
Other (income) expense, net	(21)	26
Income from discontinued operations before income taxes	154	34
Provision for income taxes	29	8
Income from discontinued operations after income taxes	125	26
Less: Net income from discontinued operations attributable to noncontrolling interests	43	38
Net income (loss) from discontinued operations	$ 82	$ (12)

The cash flows related to Alcoa Corporation have not been segregated and are included in the Statement of Consolidated Cash Flows for all periods presented. The following table presents depreciation, depletion and amortization, restructuring and other charges, and purchases of property, plant and equipment of the discontinued operations related to Alcoa Corporation:

	Six months ended June 30, 2016
Depreciation, depletion and amortization	$ 352
Restructuring and other charges	$ 86
Capital expenditures	$ 172

H. Contingencies and Commitments

Contingencies

Environmental Matters

Arconic participates in environmental assessments and cleanups at more than 100 locations. These include owned or operating facilities and adjoining properties, previously owned or operating facilities and adjoining properties, and waste sites, including Superfund (Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) sites.

A liability is recorded for environmental remediation when a cleanup program becomes probable and the costs can be reasonably estimated. As assessments and cleanups proceed, the liability is adjusted based on progress made in determining the extent of remedial actions and related costs. The liability can change substantially due to factors such as the nature and extent of contamination, changes in remedial requirements, and technological changes, among others.

Arconic’s remediation reserve balance was $301 at June 30, 2017 and $308 at December 31, 2016 (of which $42 and $48, respectively, was classified as a current liability), and reflects the most probable costs to remediate identified environmental conditions for which costs can be reasonably estimated.

Payments related to remediation expenses applied against the reserve were $5 and $7 in the second quarter and six months ended June 30, 2017, respectively. This amount includes expenditures currently mandated, as well as those not required by any regulatory authority or third party.

Included in annual operating expenses are the recurring costs of managing hazardous substances and environmental programs. These costs are estimated to be approximately 1% or less of cost of goods sold.

The following discussion provides details regarding the current status of certain significant reserves related to current or former Arconic sites.

Massena West, NY—Arconic has an ongoing remediation project related to the Grasse River, which is adjacent to Arconic's Massena plant site. Many years ago, it was determined that sediments and fish in the river contain varying levels of polychlorinated biphenyls (PCBs). The project, which was selected by the U.S. Environmental Protection Agency in a Record of Decision issued in April 2013, is aimed at capping PCB contaminated sediments with concentration in excess of one part per million in the main channel of the river and dredging PCB contaminated sediments in the near-shore areas where total PCBs exceed one part per million. At June 30, 2017 and December 31, 2016, the reserve balance associated with this matter was $224 and $228, respectively. Arconic is in the planning and design phase, which is expected to be completed in 2017. Following that, the actual remediation fieldwork is expected to commence and take approximately four years. The majority of the project funding is expected to be spent between 2017 and 2021.

Tax

Pursuant to the Tax Matters Agreement entered into between Arconic and Alcoa Corporation in connection with the Separation Transaction, Arconic shares responsibility with Alcoa Corporation, and Alcoa Corporation has agreed to partially indemnify Arconic, with respect to the following matter.

As previously reported, in September 2010, following a corporate income tax audit covering the 2003 through 2005 tax years, an assessment was received as a result of Spain's tax authorities disallowing certain interest deductions claimed by a Spanish consolidated tax group owned by the Company. An appeal of this assessment in Spain's Central Tax Administrative Court by the Company was denied in October 2013. In December 2013, the Company filed an appeal of the assessment in Spain's National Court.

Additionally, following a corporate income tax audit of the same Spanish tax group for the 2006 through 2009 tax years, Spain's tax authorities issued an assessment in July 2013 similarly disallowing certain interest deductions. In August 2013, Arconic filed an appeal of this second assessment in Spain's Central Tax Administrative Court, which was denied in January 2015. Arconic filed another appeal of this second assessment in Spain's National Court in March 2015.

The combined assessments, remeasured for a tax rate change enacted in November 2014, total $283 (€248), including interest. On January 16, 2017, Spain's National Court issued a decision in favor of the Company related to the assessment received in September 2010. The Spanish Tax Administration did not file an appeal within the applicable period. A further decision is expected on the application of this ruling to the overall assessment. Spain's National Court has not yet rendered a decision related to the assessment received in July 2013.

The Company believes it has meritorious arguments to support its tax position and intends to vigorously litigate the assessments through Spain's court system. However, in the event the Company is unsuccessful, a portion of the assessments may be offset with existing net operating losses available to the Spanish consolidated tax group, which would be shared between Arconic and Alcoa Corporation as provided for in the Tax Matters Agreement related to the Separation Transaction. Additionally, it is possible that the Company may receive similar assessments for tax years subsequent to 2009. At this time, the Company is unable to reasonably predict an outcome for this matter.

Reynobond PE

Regulatory investigations are being conducted in connection with the fatal Grenfell Tower fire in London, UK on June 13, 2017. A French subsidiary of Arconic, Arconic Architectural Products SAS (AAP SAS), supplied a product, Reynobond PE, to its customer, a cladding system fabricator, which used the product as one component of the overall cladding system on Grenfell Tower. The fabricator supplied its portion of the cladding system to the façade installer, who then completed and installed the system under the direction of the general contractor. Neither Arconic nor AAP SAS was involved in the design or installation of the system used at the Tower, nor did it have a role in any other aspect of the building's refurbishment or original design.

In July 2017, three purported class action complaints were filed against Arconic and certain officers, directors and/or other parties, alleging that, in light of the Grenfell Tower fire, certain Company filings with the Securities and Exchange Commission contained false and misleading disclosures and omissions in violation of the federal securities laws.

While the Company believes that these cases are without merit and intends to challenge them vigorously, there can be no assurances regarding the ultimate resolution of these matters. Given the preliminary nature of these matters and the uncertainty of litigation, the Company cannot reasonably estimate at this time the likelihood of an unfavorable outcome or the possible loss or range of losses in the event of an unfavorable outcome.

Other

In addition to the matters discussed above, various other lawsuits, claims, and proceedings have been or may be instituted or asserted against Arconic, including those pertaining to environmental, product liability, safety and health, and tax matters. While the amounts claimed in these other matters may be substantial, the ultimate liability cannot currently be determined because of the considerable uncertainties that exist. Therefore, it is possible that the Company's liquidity or results of operations in a period could be materially affected by one or more of these other matters. However, based on facts currently available, management believes that the disposition of these other matters that are pending or asserted will not have a material adverse effect, individually or in the aggregate, on the results of operations, financial position or cash flows of the Company.

Commitments

Guarantees

At June 30, 2017, Arconic had outstanding bank guarantees related to tax matters, outstanding debt, workers' compensation, environmental obligations, energy contracts, and customs duties, among others. The total amount committed under these guarantees, which expire at various dates between 2017 and 2026, was $46 at June 30, 2017.

Pursuant to the Separation and Distribution Agreement between Arconic and Alcoa Corporation, Arconic was required to provide maximum potential future payment guarantees for Alcoa Corporation issued on behalf of a third party of $314 and $354 at June 30, 2017 and December 31, 2016. These guarantees expire at various times between 2017 and 2024, and relate to project financing for Alcoa Corporation's aluminum complex in Saudi Arabia. Furthermore, Arconic was required to provide guarantees up to an estimated present value amount of $1,600 related to two long-term supply agreements for energy for Alcoa Corporation facilities. In accordance with the Separation and Distribution Agreement, Arconic is only liable for these guaranteed amounts in the event of an Alcoa Corporation payment default. In December 2016, Arconic entered into a one-year claims purchase agreement with a bank covering claims up to $245 related to the Saudi Arabian aluminum complex and two long-term energy supply agreements. Most of the premium related to this claims purchase agreement is being paid by Alcoa Corporation. At June 30, 2017 and December 31, 2016, the combined fair value of the three required guarantees was $36 and $35, respectively, which was included in Other noncurrent liabilities and deferred credits on the accompanying Consolidated Balance Sheet.

Arconic was also required to provide guarantees of $50 related to two Alcoa Corporation energy supply contracts. These guarantees expired in March 2017. Additionally, Arconic was required to provide guarantees of $53 related to certain Alcoa Corporation environmental liabilities. Notification of a change in guarantor to Alcoa Corporation was made to the appropriate environmental agencies and as such, Arconic no longer provides these guarantees.

Letters of Credit

Arconic has outstanding letters of credit, primarily related to workers' compensation and environmental obligations. The total amount committed under these letters of credit, which automatically renew or expire at various dates, primarily in 2017, was $133 at June 30, 2017.

Pursuant to the Separation and Distribution Agreement, Arconic was required to retain letters of credit of $61 that had previously been provided related to both Arconic and Alcoa Corporation workers' compensation claims which occurred prior to November 1, 2016. Alcoa Corporation's workers' compensation claims and letter of credit fees paid by Arconic are being billed to and are being fully reimbursed by Alcoa Corporation. Additionally, Arconic was required to provide letters of credit totaling $103 for certain Alcoa Corporation equipment leases and energy contracts. The entire $103 of outstanding letters of credit were cancelled in 2017 when Alcoa Corporation issued its own letters of credit to cover these obligations.

Surety Bonds

Arconic has outstanding surety bonds, primarily related to tax matters, contract performance, workers' compensation, environmental-related matters, and customs duties. The total amount committed under these surety bonds, which expire at various dates, primarily in 2017, was $127 at June 30, 2017.

Pursuant to the Separation and Distribution Agreement, Arconic was required to provide surety bonds related to Alcoa Corporation workers' compensation claims which occurred prior to November 1, 2016 and, as a result, Arconic has $25 in outstanding surety bonds relating to these liabilities. Alcoa Corporation workers' compensation claims and surety bond fees paid by Arconic are being billed to and are being fully reimbursed by Alcoa Corporation.

I. Segment Information

Arconic is a producer of multi-material products including sheet, plate, precision castings, forgings, rolled rings, extrusions, wheels and fasteners. Arconic's products are used worldwide in transportation (including aerospace, automotive, truck, trailer, rail, and shipping), packaging, building and construction, oil and gas, defense, and industrial applications. Arconic's segments are organized by product on a worldwide basis. In the first quarter of 2017, the Company changed its primary measure of segment performance from After-tax operating income (ATOI) to Adjusted earnings before interest, tax, depreciation and amortization ("Adjusted EBITDA"). Segment performance under Arconic's management reporting system is evaluated based on a number of factors; however, the primary measure of performance is Adjusted EBITDA. Arconic's definition of Adjusted EBITDA is net margin plus an add-back for depreciation and amortization and special items. Net margin is equivalent to Sales minus the following items: Cost of goods sold; Selling, general administrative, and other expenses; Research and development expenses; and Provision for depreciation and amortization. The Adjusted EBITDA presented may not be comparable to similarly titled measures of other companies.

Items required to reconcile Combined segment adjusted EBITDA to Net income attributable to Arconic include: the Provision for depreciation and amortization; Restructuring and other charges; the impact of LIFO inventory accounting; metal price lag (the timing difference created when the average price of metal sold differs from the average cost of the metal when purchased by the respective segment - generally, when the price of metal increases, metal price lag is favorable, and when the price of metal decreases, metal price lag is unfavorable); corporate expense (general administrative and selling expenses of operating the corporate headquarters and other global administrative facilities and corporate research and development expenses); other items, including intersegment profit eliminations; Other income, net; Interest expense; Income tax expense; and the results of discontinued operations. Prior period information has been recast to conform to current year presentation.

The operating results of Arconic's reportable segments were as follows:

	Engineered Products and Solutions	Global Rolled Products	Transportation and Construction Solutions	Combined Segment
Second quarter ended June 30, 2017				
Sales:				
Third-party sales	$ 1,484	$ 1,268	$ 501	$ 3,253
Intersegment sales	—	37	—	37
Total sales	$ 1,484	$ 1,305	$ 501	$ 3,290
Profit and loss:				
Depreciation and amortization	66	51	12	129
Adjusted EBITDA	310	164	82	556
Second quarter ended June 30, 2016				
Sales:				
Third-party sales	$ 1,465	$ 1,316	$ 467	$ 3,248
Intersegment sales	—	29	—	29
Total sales	$ 1,465	$ 1,345	$ 467	$ 3,277
Profit and loss:				
Depreciation and amortization	62	50	12	124
Adjusted EBITDA	329	163	76	568

	Engineered Products and Solutions	Global Rolled Products	Transportation and Construction Solutions	Combined Segment
Six months ended June 30, 2017				
Sales:				
Third-party sales	$ 2,969	$ 2,517	$ 950	$ 6,436
Intersegment sales	—	71	—	71
Total sales	$ 2,969	$ 2,588	$ 950	$ 6,507
Profit and loss:				
Depreciation and amortization	130	101	24	255
Adjusted EBITDA	616	335	154	1,105
Six months ended June 30, 2016				
Sales:				
Third-party sales	$ 2,914	$ 2,500	$ 896	$ 6,310
Intersegment sales	—	58	—	58
Total sales	$ 2,914	$ 2,558	$ 896	$ 6,368
Profit and loss:				
Depreciation and amortization	127	100	23	250
Adjusted EBITDA	634	318	140	1,092

The following table reconciles Combined segment adjusted EBITDA to Net income attributable to Arconic:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Combined segment adjusted EBITDA	$ 556	$ 568	$1,105	$1,092
Unallocated amounts:				
Depreciation and amortization	(137)	(133)	(270)	(266)
Restructuring and other charges	(26)	(14)	(99)	(30)
Impact of LIFO	(11)	(13)	(30)	(25)
Metal price lag	19	6	41	6
Corporate expense	(91)	(115)	(182)	(191)
Other	(29)	(16)	(39)	(33)
Operating income	$ 281	$ 283	$ 526	$ 553
Other income, net	171	17	525	29
Interest expense	(183)	(124)	(298)	(245)
Income from continuing operations before income taxes	$ 269	$ 176	$ 753	$ 337
Income taxes	(57)	(123)	(219)	(174)
Discontinued operations	—	82	—	(12)
Net income attributable to Arconic	$ 212	$ 135	$ 534	$ 151

J. Earnings Per Share

Basic earnings per share (EPS) amounts are computed by dividing earnings, after the deduction of preferred stock dividends declared, by the average number of common shares outstanding. Diluted EPS amounts assume the issuance of common stock for all potentially dilutive share equivalents outstanding.

The number of shares and per share amounts for all periods presented below have been updated to reflect the Reverse Stock Split (see Note A).

The information used to compute basic and diluted EPS attributable to Arconic common shareholders was as follows (shares in millions):

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Income from continuing operations after income taxes	$ 212	$ 53	$ 534	$ 163
Less: Preferred stock dividends declared	(18)	(17)	(35)	(35)
Income from continuing operations available to Arconic common shareholders	194	36	499	128
Income (loss) from discontinued operations after income taxes and noncontrolling interests	—	82	—	(12)
Net income available to Arconic common shareholders - basic	194	118	499	116
Add: Interest expense related to convertible notes	2	2	4	—
Add: Dividends related to mandatory convertible preferred stock	—	—	34	—
Net income available to Arconic common shareholders - diluted	$ 196	$ 120	$ 537	$ 116
Average shares outstanding - basic	441	438	440	438
Effect of dilutive securities:				
Stock options	2	1	2	—
Stock and performance awards	5	4	5	4
Mandatory convertible preferred stock	—	—	39	—
Convertible notes	14	9	14	—
Average shares outstanding - diluted	462	452	500	442

The following shares were excluded from the calculation of Average shares outstanding – diluted as their effect was anti-dilutive.

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Mandatory convertible preferred stock	39	26	—	26
Convertible notes	—	—	—	9

Additionally, options to purchase 7 million shares of common stock at a weighted average exercise price of $28.85 and options to purchase 8 million shares of common stock at a weighted average exercise price of $38.18 were outstanding as of June 30, 2017 and 2016, respectively, but were not included in the computation of diluted EPS because their effect was anti-dilutive as the exercise price of the options was greater than the average market price of Arconic's common stock.

K. Receivables

Arconic has an arrangement with three financial institutions to sell certain customer receivables without recourse on a revolving basis. The sale of such receivables is completed using a bankruptcy remote special purpose entity, which is a consolidated subsidiary of Arconic. This arrangement provides for minimum funding of $200 up to a maximum of $400 for receivables sold. On March 30, 2012, Arconic initially sold $304 of customer receivables in exchange for $50 cash and $254 of deferred purchase program under the arrangement. Arconic has received additional net cash funding of $300 ($2,058 in draws and $1,758 in repayments) since the program's inception, including net cash draws totaling $0 ($300 in draws and $300 in repayments) in the six months ended June 30, 2017.

As of June 30, 2017, and December 31, 2016, the deferred purchase program receivable was $222 and $83, respectively, which was included in Other receivables on the accompanying Consolidated Balance Sheet. The deferred purchase program receivable is reduced as collections of the underlying receivables occur; however, as this is a revolving program, the sale of new receivables will result in an increase in the deferred purchase program receivable. The net change in the deferred purchase program receivable was reflected in the (Increase) in receivables line item on the accompanying Statement of Consolidated Cash Flows. This activity is reflected as an operating cash flow because the related customer receivables are the result of an operating activity with an insignificant, short-term interest rate risk.

The gross amount of receivables sold and total cash collected under this program since its inception was $32,629 and $32,057, respectively. Arconic services the customer receivables for the financial institutions at market rates; therefore, no servicing asset or liability was recorded.

L. Debt

	June 30, 2017	December 31, 2016
6.50% Bonds, due 2018	$ —	$ 250
6.75% Notes, due 2018	—	750
5.72% Notes, due 2019	500	750
1.63% Convertible Notes, due 2019*	403	403
6.150% Notes, due 2020	1,000	1,000
5.40% Notes due 2021	1,250	1,250
5.87% Notes, due 2022	627	627
5.125% Notes, due 2024	1,250	1,250
5.90% Notes, due 2027	625	625
6.75% Bonds, due 2028	300	300
5.95% Notes, due 2037	625	625
Iowa Finance Authority Loan, due 2042	250	250
Other**	(34)	(32)
Total debt	6,796	8,048
Less: amount due within one year	—	4
Total long-term debt	$6,796	$ 8,044

* Amount was assumed in conjunction with the July 2015 acquisition of RTI International Metals, Inc.

** Includes various financing arrangements related to subsidiaries, unamortized debt discounts related to outstanding notes and bonds listed in the table above, an equity option related to the convertible notes due in 2019, adjustments to the carrying value of long-term debt related to an interest rate swap contract accounted for as a fair value hedge, and unamortized debt issuance costs.

Public Debt – In April 2017, the Company announced three separate cash tender offers by the Investment Banks for the purchase of the Company's 6.50% Bonds due 2018 (the "6.50% Bonds"), 6.75% Notes due 2018 (the "6.75% Notes"), and 5.72% Notes due 2019 (the "5.72% Notes"), up to a maximum purchase amount of $1,000 aggregate principal amount of notes, subject to certain conditions.

The Investment Banks purchased notes totaling $805 aggregate principal amount, including $150 aggregate principal amount of 6.50% Bonds, $405 aggregate principal amount of 6.75% Notes, and $250 aggregate principal amount of $5.72% Notes.

The Company agreed to acquire the notes from the Investment Banks for $409 in cash plus its remaining investment in Alcoa Corporation common stock (12,958,767 shares valued at $35.91 per share) for total consideration of $874 including accrued and unpaid interest. The Company recorded a charge of $58 ($27 in cash) primarily for the premium for the early redemption of the notes, a benefit of $8 for the proceeds of a related interest rate swap agreement, and a charge of $2 for legal fees associated with the transaction in Interest expense, and recorded a gain of $167 in Other income, net on the Debt-for-Equity Exchange.

On June 19, 2017, the Company completed the early redemption of its remaining outstanding 6.50% Bonds, with aggregate principal amount of $100, and its remaining outstanding 6.75% Notes, with aggregate principal amount of $345, for $479 in cash including accrued and unpaid interest. As a result of the early redemption of the 6.50% Bonds and 6.75% Notes, the Company recorded a charge of $24 in Interest expense for the premium paid for the early redemption of these notes in excess of their carrying value.

M. Pension and Other Postretirement Benefits

The components of net periodic benefit cost were as follows:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	**2016**	**2017**	**2016**
Pension benefits				
Service cost	$ 22	$ 41	$ 45	$ 81
Interest cost	58	122	116	244
Expected return on plan assets	(83)	(186)	(166)	(371)
Recognized net actuarial loss	55	102	110	204
Amortization of prior service cost (benefits)	2	4	3	8
Settlements	—	2	—	2
Special termination benefits	—	—	—	1
Net periodic benefit cost*	$ 54	$ 85	$ 108	$ 169
Discontinued operations	—	40	—	73
Net amount recognized in Statement of Consolidated Operations	$ 54	$ 45	$ 108	$ 96

	Second quarter ended June 30,		Six months ended June 30,	
	2017	**2016**	**2017**	**2016**
Other postretirement benefits				
Service cost	$ 2	$ 4	$ 4	$ 7
Interest cost	7	19	15	37
Recognized net actuarial loss	1	5	2	11
Amortization of prior service cost (benefits)	(2)	(7)	(4)	(13)
Special termination benefits	—	—	—	—

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Pension benefits				
Net periodic benefit cost*	$ 8	$ 21	$ 17	$ 42
Discontinued operations	—	13	—	25
Net amount recognized in Statement of Consolidated Operations	$ 8	$ 8	$ 17	$ 17

* Components of Net periodic benefit cost were included within Cost of goods sold, Selling, general administrative, and other expenses, Research and development expenses and Restructuring and other charges in the Statement of Consolidated Operations.

In conjunction with the Separation Transaction, the Pension Benefit Guaranty Corporation approved management's plan to separate the Alcoa Inc. pension plans between Arconic Inc. and Alcoa Corporation. The plan stipulates that Arconic will make cash contributions over a period of 30 months to its two largest pension plans. Payments are expected to be made in three increments of no less than $50 each ($150 total) over this 30-month period. The first payment of $50 was made on April 18, 2017.

N. Financial Instruments

Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy distinguishes between (i) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (ii) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

The carrying values and fair values of Arconic's financial instruments were as follows:

	June 30, 2017		December 31, 2016	
	Carrying value	Fair value	Carrying value	Fair value
Cash and cash equivalents	$ 1,785	1,785	$ 1,863	$1,863
Restricted cash	5	5	15	15
Derivatives - current asset	19	19	14	14
Noncurrent receivables	20	20	21	21
Derivatives - noncurrent asset	12	12	10	10
Available-for-sale securities	104	104	102	102
Investment in common stock of Alcoa Corporation	—	—	1,020	1,020
Short-term borrowings	48	48	36	36
Derivatives - current liability	14	14	5	5
Long-term debt due within one year	—	—	4	4
Derivatives - noncurrent liability	9	9	3	3
Contingent payment related to an acquisition	80	80	78	78
Long-term debt, less amount due within one year	6,796	7,249	8,044	8,519

The following methods were used to estimate the fair values of financial instruments:

Cash and cash equivalents, Restricted cash, and Short-term borrowings. The carrying amounts approximate fair value because of the short maturity of the instruments. The fair value amounts for Cash and cash equivalents and Restricted cash were classified in Level 1, and Short-term borrowings were classified in Level 2.

Derivatives. The fair value of derivative contracts classified as Level 1 was based on identical unrestricted assets and liabilities. The fair value of derivative contracts classified as Level 2 was based on inputs other than quoted prices that are observable for the asset or liability (e.g. interest rates).

Noncurrent receivables. The fair value of noncurrent receivables was based on anticipated cash flows, which approximates carrying value, and was classified in Level 2 of the fair value hierarchy.

Available-for-sale securities. The fair value of such securities was based on quoted market prices. These financial instruments consist of exchange-traded fixed income and equity securities, which are carried at fair value and were classified in Level 1 of the fair value hierarchy.

Investment in common stock of Alcoa Corporation. The fair value was based on the closing stock price of Alcoa Corporation on the New York Stock Exchange at June 30, 2017 and December 31, 2016 multiplied by the number of shares of Alcoa Corporation common stock owned by Arconic at those dates. This investment was classified in Level 1 of the fair value hierarchy. The Company disposed of its remaining investment in Alcoa Corporation common stock in the second quarter of 2017.

Contingent payment related to an acquisition. The fair value was based on the net present value of expected future cash flows and was classified in Level 3 of the fair value hierarchy.

Long-term debt due within one year and Long-term debt, less amount due within one year. The fair value was based on quoted market prices for public debt and on interest rates that are currently available to Arconic for issuance of debt with similar terms and maturities for non-public debt. The fair value amounts for all Long-term debt were classified in Level 2 of the fair value hierarchy.

O. Subsequent Events

Management evaluated all activity of Arconic and concluded that no subsequent events have occurred that would require recognition in the Consolidated Financial Statements or disclosure in the Notes to the Consolidated Financial Statements, with the exception of the events disclosed below.

In July 2017, three purported class action complaints were filed against Arconic and other defendants. See Note H for further information on these matters.

Report of Independent Registered Public Accounting Firm*

To the Shareholders and Board of Directors of Arconic Inc.

We have reviewed the accompanying consolidated balance sheet of Arconic Inc. and its subsidiaries (Arconic) as of June 30, 2017, and the related statements of consolidated operations, consolidated comprehensive income, and changes in consolidated equity for the three-month and six-month periods ended June 30, 2017 and 2016 and the statement of consolidated cash flows for the six-month periods ended June 30, 2017 and 2016. These consolidated interim financial statements are the responsibility of Arconic's management.

We conducted our review in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet as of December 31, 2016, and the related statements of consolidated operations, consolidated comprehensive loss, changes in consolidated equity, and consolidated cash flows for the year then ended (not presented herein), and in our report dated February 28, 2017 we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2016, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Pittsburgh, Pennsylvania
August 2, 2017

* This report should not be considered a "report" within the meanings of Sections 7 and 11 of the Securities Act of 1933, and the independent registered public accounting firm's liability under Section 11 does not extend to it.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(dollars in millions, except per share amounts and aluminum prices; shipments in thousands of metric tons [kmt])

<u>Overview</u>

Our Business

Arconic ("Arconic" or the "Company") is a global leader in lightweight metals engineering and manufacturing. Arconic's innovative, multi-material products, which include aluminum, titanium, and nickel, are used worldwide in aerospace, automotive, commercial transportation, packaging, building and construction, oil and gas, defense, consumer electronics, and industrial applications.

The separation of Alcoa Inc. into two standalone, publicly-traded companies, Arconic Inc. (the new name for Alcoa Inc.) and Alcoa Corporation, became effective on November 1, 2016 (the "Separation Transaction"). The financial results of Alcoa Corporation for all periods prior to the Separation Transaction have been retrospectively reflected in the Statement of Consolidated Operations as discontinued operations and, as such, have been excluded from continuing operations and segment results for the second quarter and six months ended June 30, 2016. The cash flows, equity and comprehensive income related to Alcoa Corporation have not been segregated and are included in the Statement of Consolidated Cash Flows, Statement of Changes in Consolidated Equity and Statement of Consolidated Comprehensive Income, respectively, for the second quarter and six months ended June 30, 2016.

<u>Results of Operations</u>

Earnings Summary:

Income from continuing operations after income taxes. Income from continuing operations after income taxes was $212 for the second quarter of 2017, or $0.43 per diluted share, compared to income from continuing operations after income taxes of $53 for the second quarter of 2016, or $0.08 per diluted share. The increase of $159 was primarily attributable to a $167 gain on the debt-for-equity exchange with two investment banks (the "Investment Banks") of the remaining portion of Arconic's retained interest in Alcoa Corporation common stock for a portion of the Company's outstanding notes held by the Investment Banks (the "Debt-for-Equity Exchange"), net cost savings and higher volumes across all segments, partially offset by expense incurred due to the early redemption of outstanding notes, unfavorable product pricing and mix, primarily in aerospace.

Income from continuing operations after income taxes was $534 for the six months ended June 30, 2017, or $1.07 per diluted share, compared to income from continuing operations after income taxes of $163 for the six months ended June 30, 2016, or $0.29 per diluted share. The increase of $371 was primarily attributable to a gain on the sale of a portion of Arconic's investment in Alcoa Corporation common stock of $351 and a $167 gain on the Debt-for-Equity Exchange, net cost savings and higher volumes across all segments, partially offset by the loss on sale of the Fusina, Italy rolling mill of $60, as well as unfavorable product pricing and mix, primarily in aerospace.

Sales. Sales increased $27, or 1%, and $164, or 3%, in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. The increase in both periods was the result of strong volume growth across all segments and higher aluminum pricing, partially offset by the ramp down and Toll Processing and Services Agreement (the "Toll Processing Agreement") with Alcoa Corporation relating to the Company's North America packaging business in Tennessee, pursuant to which Arconic provides can body stock to Alcoa Corporation using aluminum supplied by Alcoa Corporation, resulting in the absence of metal sales in the 2017 periods compared to the corresponding periods in 2016, as well as unfavorable product pricing in both the Engineered Products and Solutions and Global Rolled Products segments.

Cost of goods sold (COGS). COGS as a percentage of Sales was 79.2% and 78.6% in the second quarter and six months ended June 30, 2017, respectively, compared to 78.3% and 78.4% in the second quarter and six months ended June 30, 2016, respectively. The increase in both periods was primarily attributable to cost increases, including higher aluminum prices, and a lower margin product mix, partially offset by net cost savings.

Selling, general administrative, and other expenses (SG&A). SG&A expenses decreased $35 in the second quarter of 2017 compared to the same period in 2016 as a result of expenses related to the Separation Transaction of $45 in the prior year period and ongoing overhead cost reduction efforts (see Note D), partially offset by proxy, advisory and governance-related costs of $42 in the current year period.

SG&A expenses decreased $19 in the six months ended June 30, 2017 compared to the same period in 2016 as a result of expenses related to the Separation Transaction of $63 in the prior year period compared to $18 in the current year period, as well as ongoing overhead cost reduction efforts (see Note D), partially offset by proxy, advisory and governance-related costs of $58 in the current year period.

Restructuring and other charges. Restructuring and other charges were $26 ($17 after-tax) in the second quarter of 2017 compared to $14 ($9 after-tax) in the second quarter of 2016. Restructuring and other charges were $99 ($86 after-tax) in the six months ended June 30, 2017 compared to $30 ($20 after-tax) in the six months ended June 30, 2016.

In the second quarter of 2017, Restructuring and other charges included $29 ($19 after-tax) for layoff costs related to cost reduction initiatives, including the separation of approximately 352 employees (129 in the Engineered Products and Solutions segment, 110 in the Global Rolled Products segment, 93 in the Transportation and Construction Solutions segment, and 20 in Corporate); a net charge of $4 ($3 after-tax) for other miscellaneous items; a net benefit of $6 ($4 after-tax) for the reversal of forfeited executive stock compensation of $13, partially offset by a charge of $7 for the related severance; and a favorable benefit of $1 ($1 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

Restructuring and other charges for the six months ended June 30, 2017 included $48 ($32 after-tax) for layoff costs related to cost reduction initiatives, including the separation of approximately 680 employees (243 in the Engineered Products and Solutions segment, 242 in the Global Rolled Products segment, 133 in the Transportation and Construction Solutions segment, and 62 in Corporate); a charge of $60 ($60 after-tax) related to the sale of the Fusina, Italy rolling mill; a net benefit of $6 ($4 after-tax) for the reversal of forfeited executive stock compensation of $13, partially offset by a charge of $7 for the related severance; a net benefit of $1 ($0 after-tax) for other miscellaneous items; and a favorable benefit of $2 ($2 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

In the second quarter of 2016, Restructuring and other charges included $13 ($8 after-tax) for layoff costs related to cost reduction initiatives and the separation of Alcoa Inc. (see Note G), including the separation of approximately 540 employees (300 in the Engineered Products and Solutions segment and 240 in the Transportation and Construction Solutions segment); a net charge of $7 ($4 after-tax) for other miscellaneous items; and a favorable benefit of $6 ($3 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

Restructuring and other charges for the six months ended June 30, 2016 included $30 ($20 after-tax) for layoff costs related to cost reduction initiatives and the separation of Alcoa Inc. (see Note G), including the separation of approximately 1,070 employees (800 in the Engineered Products and Solutions segment, 30 in the Global Rolled Products segment, and 240 in the Transportation and Construction Solutions segment); a net charge of $7 ($4 after-tax) for other miscellaneous items; and a net favorable benefit of $7 ($3 after-tax) for the reversal of a number of small layoff reserves related to prior periods.

Arconic does not include Restructuring and other charges in the results of its reportable segments. The pretax impact of allocating such charges to segment results would have been as follows:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Engineered Products and Solutions	$ 8	$ 9	$ 14	$ 17
Global Rolled Products	17	—	74	2
Transportation and Construction Solutions	6	8	9	8
Segment Total	31	17	97	27
Corporate	(5)	(3)	2	3
Total Restructuring and other charges	$ 26	$ 14	$ 99	$ 30

As of June 30, 2017, approximately 65 of the 680 employees associated with 2017 restructuring programs, approximately 1,170 of the 1,770 employees associated with 2016 restructuring programs, and approximately 1,120 of the 1,220 employees (previously 1,240 – updated to reflect employees accepting other positions within Arconic and natural attrition) associated with the 2015 restructuring programs had been separated. Most of the remaining separations for the 2017 restructuring programs and all of the remaining separations for the 2016 and 2015 restructuring programs are expected to be completed by the end of 2017.

In the 2017 second quarter and six-month period, cash payments of $1 and $2, respectively, were made against layoff reserves related to 2017 restructuring programs, cash payments of $6 and $20, respectively, were made against layoff reserves related to 2016 restructuring programs, and cash payments of $1 and $4, respectively, were made against the layoff reserves related to 2015 restructuring programs.

Interest expense. Interest expense increased $59, or 48%, and $53, or 22%, in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. Interest expense in both the 2017 second quarter and six-month periods included $76 primarily for premiums paid for the early redemption of all of the Company's 6.50% Bonds due 2018 and 6.75% Notes due 2018, and a portion of the Company's 5.72% Notes due 2019 (see Note L).

Other income, net. Other income, net increased $154 in the second quarter of 2017 compared to the same period in 2016, primarily due to a $167 gain on the Debt-for-Equity Exchange.

Other income, net increased $496 in the six months ended June 30, 2017 compared to the corresponding period in 2016 primarily due to the gain on the sale of a portion of Arconic's investment in Alcoa Corporation common stock of $351 and the gain of $167 on the Debt-for-Equity Exchange.

Provision for income taxes. For the six months ended June 30, 2017, Arconic's estimated annual effective tax rate, before discrete items, was 28.4%. This rate is lower than the federal statutory rate of 35% due to foreign income taxed in lower rate jurisdictions, a tax basis in excess of book basis in Alcoa Corporation common stock sold (see Note G), and a nontaxable gain on the Debt-for-Equity Exchange (see Note L). These beneficial items were partially offset by a loss on the sale of a rolling mill in Fusina, Italy for which no net tax benefit was recognized (see Note E) and valuation allowances related to U.S. foreign tax credits.

For the six months ended June 30, 2016, Arconic's estimated annual effective tax rate, before discrete items, was 52.7%. This rate is higher than the federal statutory rate of 35% primarily due to book basis in excess of tax basis of company-owned life insurance contracts that were sold during 2016, and separation expenses for which no tax benefit was recognized, partially offset by foreign income taxed in lower rate jurisdictions.

For the second quarter ended June 30, 2017 and June 30, 2016, the tax rate on year to date earnings, including discrete items, is 21.2% and 69.9% respectively. There were no individually material discrete items recorded in either period.

The tax provisions for the second quarter and six months ended June 30, 2017 and June 30, 2016 were comprised of the following:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	**2016**	**2017**	**2016**
Pretax income at estimated annual effective income tax rate before discrete items	$ 76	$ 93	$ 214	$ 178
Catch-up adjustment to revalue previous quarter pre-tax income at current estimated annual effective tax rate	(16)	(18)	—	—
Interim period treatment of operational losses in foreign jurisdictions for which no tax benefit is recognized	(3)	51	4	(7)
Other discrete items	—	(3)	1	3
Provision for income taxes	$ 57	$ 123	$ 219	$ 174

Discontinued operations. For the second quarter of 2016, net income attributable to Arconic included income of $125 from discontinued operations after income taxes and $43 from discontinued operations attributable to noncontrolling interests. For the six months ended June 30, 2016, net income attributable to Arconic included income of $26 from discontinued operations after income taxes and $38 from discontinued operations attributable to noncontrolling interests.

Segment Information

In the first quarter of 2017, the Company changed its primary measure of segment performance from After-tax operating income (ATOI) to Adjusted earnings before interest, tax, depreciation, and amortization ("Adjusted EBITDA"). Segment performance under Arconic's management reporting system is evaluated based on a number of factors; however, the primary measure of performance is Adjusted EBITDA. Arconic's definition of Adjusted EBITDA is net margin

plus an add-back for depreciation and amortization. Net margin is equivalent to Sales minus the following items: Cost of goods sold; Selling, general administrative, and other expenses; Research and development expenses; and Provision for depreciation and amortization. The Adjusted EBITDA presented may not be comparable to similarly titled measures of other companies.

Engineered Products and Solutions

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Third-party sales	$ 1,484	$ 1,465	$2,969	$2,914
Adjusted EBITDA	$ 310	$ 329	$ 616	$ 634

Third-party sales for the Engineered Products and Solutions segment increased 1% and 2% in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. The change in both periods was primarily related to volume growth, offset by lower product pricing, primarily in the aerospace end market, the effects of foreign currency fluctuations, and the absence of sales ($4 and $20 in the second quarter and six months, respectively) from the divested Remmele Medical business.

Adjusted EBITDA for the Engineered Products and Solutions segment decreased $19 and $18 in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. The decrease in both periods was principally the result of a lower margin product mix and ramp up costs ($9 and $29 in the second quarter and six months, respectively) associated with increasing production volumes of new aerospace engine parts such as higher scrap rates, production inefficiencies, new process development and employee training, and lower product pricing, partially offset by net cost savings and higher volumes.

In 2017, demand in the commercial aerospace end market is expected to remain strong, driven by the ramp-up of new aerospace engine platforms, somewhat offset by lower product pricing, continued customer destocking, and engine ramp-up challenges. Demand in the defense end market is expected to grow due to the continuing ramp-up of certain aerospace programs. Net cost savings are anticipated to continue.

Global Rolled Products (1)

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Third-party sales	$ 1,268	$ 1,316	$2,517	$2,500
Intersegment sales	37	29	71	58
Total sales	$ 1,305	$ 1,345	$2,588	$2,558
Adjusted EBITDA	$ 164	$ 163	$ 335	$ 318
Third-party aluminum shipments (kmt)	307	376	617	707
Average realized price per metric ton of aluminum(2)(3)	$ 4,130	$ 3,500	$4,079	$3,536

(1) Excludes the Warrick, IN rolling operations and the equity interest in the rolling mill at the joint venture in Saudi Arabia, both of which were previously part of the Global Rolled Products segment but became part of Alcoa Corporation effective November 1, 2016.

(2) Generally, average realized price per metric ton of aluminum includes two elements: a) the price of metal (the underlying base metal component based on quoted prices from the London Metal Exchange (“LME”), plus a regional premium which represents the incremental price over the base LME component that is associated with physical delivery of metal to a particular region), and b) the conversion price, which represents the incremental price over the metal price component that is associated with converting primary aluminum into sheet and plate.

(3) The metal price component is a pass-through to this segment’s customers with limited exceptions (e.g., fixed-priced contracts, certain regional premiums).

Third-party sales for the Global Rolled Products segment decreased 4% in the second quarter of 2017 compared to the second quarter of 2016. The decrease was primarily related to the impact of $138 associated with the ramp-down and the Toll Processing Agreement with Alcoa Corporation relating to the Company's North America packaging business in Tennessee, the absence of sales of $34 from the rolling mill in Fusina, Italy, which was sold in March 2017, and unfavorable product pricing and mix, largely offset by volume growth in the automotive end market and higher aluminum pricing.

Third-party sales for the Global Rolled Products segment increased 1% in the six months ended June 30, 2017 compared to the corresponding period in 2016. The increase was primarily related to volume growth in the automotive end market and higher aluminum pricing, offset by the impact of $234 associated with the ramp-down and the Toll Processing Agreement with Alcoa Corporation relating to the Company's North America packaging business in Tennessee, the absence of sales of $35 from the rolling mill in Fusina, Italy, which was sold in March 2017, and unfavorable product pricing and mix.

Adjusted EBITDA for the Global Rolled Products segment increased $1 and $17 in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. The change was primarily the result of net cost savings and increased automotive volumes, partially offset by lower aerospace volume from customer destocking and reduced build rates as well as continued pricing pressure on regional specialty products.

In 2017, demand in the automotive end market is expected to continue to grow due to the increasing demand for innovative products and aluminum-intensive vehicles. While new programs continue to ramp-up, demand from the commercial airframe end market is expected to decline due to customer destocking and lower build rates for aluminum intensive wide-body programs. Sales to the packaging market are expected to decline due to continuing pricing pressure within this market and the impact of the ramp-down and Toll Processing Agreement with Alcoa Corporation relating to the Company's North America packaging business in Tennessee. Net cost savings improvements are expected to continue.

Transportation and Construction Solutions

	Second quarter ended June 30,		Six months ended June 30,	
	2017	**2016**	**2017**	**2016**
Third-party sales	$ 501	$ 467	$ 950	$ 896
Adjusted EBITDA	$ 82	$ 76	$ 154	$ 140

Third-party sales for the Transportation and Construction Solutions segment increased 7% and 6% in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. The change was primarily related to increased volumes in the commercial transportation and building and construction end markets and favorable aluminum pricing, partially offset by lower product pricing and the effects of foreign currency.

Adjusted EBITDA for the Transportation and Construction Solutions segment increased $6 and $14 in the second quarter and six months ended June 30, 2017, respectively, compared to the corresponding periods in 2016. The change was principally the result of strong net cost savings and higher volumes, partially offset by lower product pricing in the heavy-duty truck market and product mix.

In 2017, continued growth in the North American and European building and construction markets and in the European commercial transportation market, as well as growth in demand for innovative new products, is expected, and the North American heavy duty truck market is starting to recover. Additionally, net cost savings are anticipated to continue.

Reconciliation of Combined segment adjusted EBITDA to Net income attributable to Arconic

Items required to reconcile Combined segment adjusted EBITDA to Net income attributable to Arconic include: the Provision for depreciation and amortization; Restructuring and other charges; the impact of LIFO inventory accounting; metal price lag (the timing difference created when the average price of metal sold differs from the average cost of the metal when purchased by the respective segment — generally, when the price of metal increases, metal price lag is favorable, and when the price of metal decreases, metal price lag is unfavorable); corporate expense (general administrative and selling expenses of operating the corporate headquarters and other global administrative facilities and corporate research and development expenses); other items, including intersegment profit eliminations; Other income, net; Interest expense; Income tax expense; and the results of discontinued operations. Prior period information has been recast to conform to current year presentation.

The following table reconciles Combined segment adjusted EBITDA to Net income attributable to Arconic:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Combined segment adjusted EBITDA	$ 556	$ 568	$1,105	$1,092
Unallocated amounts:				
Depreciation and amortization	(137)	(133)	(270)	(266)
Restructuring and other charges	(26)	(14)	(99)	(30)
Impact of LIFO	(11)	(13)	(30)	(25)
Metal price lag	19	6	41	6
Corporate expense	(91)	(115)	(182)	(191)
Other	(29)	(16)	(39)	(33)
Operating income	$ 281	$ 283	$ 526	$ 553
Other income, net	171	17	525	29
Interest expense	(183)	(124)	(298)	(245)
Income from continuing operations before income taxes	$ 269	$ 176	$ 753	$ 337
Income taxes	(57)	(123)	(219)	(174)
Discontinued operations	—	82	—	(12)
Net income attributable to Arconic	$ 212	$ 135	$ 534	$ 151

The changes in the reconciling items between Combined segment adjusted EBITDA and Net income attributable to Arconic for the second quarter and six months ended June 30, 2017 compared to corresponding periods in 2016 consisted of:

- an increase in Restructuring and other charges primarily due to the loss on sale of the Fusina, Italy rolling mill;
- a change in Metal price lag, the result of higher prices for aluminum;
- a decrease in Corporate expense, primarily attributable to costs incurred in the 2016 periods related to the separation of Alcoa Inc., partially offset by proxy, advisory and governance-related costs incurred in the 2017 periods;
- an increase in Other income, net, largely the result of the $351 gain on the sale of a portion of Arconic's investment in Alcoa Corporation common stock in the first quarter of 2017 and a $167 gain on the Debt-for-Equity Exchange;
- an increase in Interest expense, principally due to premiums paid for the early redemption of $1,250 of the Company's long-term debt during the second quarter of 2017; and
- an increase in Income taxes, attributable to higher pretax income, exclusive of the previously noted gain on the Debt-for-Equity Exchange.

Reconciliation of Net income attributable to Arconic to Consolidated adjusted EBITDA

Items required to reconcile Net income attributable to Arconic to Consolidated adjusted EBITDA include: Depreciation and amortization; Restructuring and other charges; Other income, net; Interest expense; Income tax expense; and Discontinued operations.

The following table reconciles Net income attributable to Arconic to Consolidated adjusted EBITDA:

	Second quarter ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Net income attributable to Arconic	$ 212	$ 135	$ 534	$ 151
Depreciation and amortization	137	133	270	266
Restructuring and other charges	26	14	99	30
Other income, net	(171)	(17)	(525)	(29)
Interest expense	183	124	298	245
Income taxes	57	123	219	174
Discontinued operations	—	(82)	—	12
Consolidated adjusted EBITDA(1)	$ 444	$ 430	$ 895	$ 849

(1) Consolidated adjusted EBITDA is a non-GAAP financial measure. Management believes that this measure is meaningful to investors because Consolidated adjusted EBITDA provides additional information with respect to Arconic's operating performance. Additionally, presenting Consolidated adjusted EBITDA pursuant to our debt agreements is appropriate to provide additional information to investors to demonstrate Arconic's ability to comply with its financial debt covenants. The Consolidated adjusted EBITDA presented may not be comparable to similarly titled measures of other companies.

Environmental Matters

See the Environmental Matters section of Note H to the Consolidated Financial Statements in Part I Item 1 of this Form 10-Q.

Subsequent Events

In July 2017, three purported class action complaints were filed against Arconic and other defendants. See Note H to the Consolidated Financial Statements in Part I Item 1 of this Form 10-Q for further information on these matters.

Liquidity and Capital Resources

The cash flows related to Alcoa Corporation have not been segregated and are included in the Statement of Consolidated Cash Flows for the six months ended June 30, 2016. As a result, the cash flow amounts reported for the six months ended June 30, 2017 are not comparable to the amounts reported for the six months ended June 30, 2016.

Cash from Operations

Cash used for operations was $83 in the six months ended June 30, 2017 compared with cash used for operations of $98 in the six months ended June 30, 2016. The decrease in cash used for operations of $15, or 15%, was primarily due to lower cash used for working capital.

Financing Activities

Cash used for financing activities was $903 in the six months ended June 30, 2017 compared to cash used for financing activities of $207 in the six months ended June 30, 2016. The increase in cash used for financing activities was primarily related to the early redemption of the Company's 6.50% Bonds due 2018, 6.75% Notes due 2018, and a portion of the 5.72% Notes due 2019 (see Note L).

Arconic maintains a Five-Year Revolving Credit Agreement (the "Credit Agreement") with a syndicate of lenders and issuers named therein, which provides for a $3,000 senior unsecured revolving credit facility (the "Credit Facility") which matures on July 25, 2020 unless extended or earlier terminated in accordance with the provisions of the Credit Agreement. The purpose of any borrowings under the Credit Facility is to provide for working capital requirements and for other general corporate purposes.

In addition to the Credit Agreement above, Arconic has a number of other credit agreements that provide a combined borrowing capacity of $715 as of June 30, 2017, of which $175 is due to expire in 2017 and $540 is due to expire in 2018. The purpose of any borrowings under these credit arrangements is to provide for working capital requirements and for other general corporate purposes. The covenants contained in all these arrangements are the same as the Credit Agreement. During the second quarter and six months ended June 30, 2017, Arconic borrowed and repaid $150 and $510, respectively, under these other credit facilities. The weighted-average interest rate and weighted-average days outstanding during the second quarter and six months ended June 30, 2017 were 2.54% and 38 days and 2.33% and 34 days, respectively.

Arconic's costs of borrowing and ability to access the capital markets are affected not only by market conditions but also by the short- and long-term debt ratings assigned to Arconic by the major credit rating agencies.

Arconic's credit ratings from the three major credit rating agencies are as follows:

	Long-Term Debt	Short-Term Debt	Outlook	Date of Last Update
Standard and Poor's	BBB-	A-3	Stable	May 1, 2017
Moody's	Ba2	Speculative Grade Liquidity-2	Stable	June 28, 2017
Fitch	BB+	B	Stable	July 3, 2017

Investing Activities

Cash provided from investing activities was $904 in the six months ended June 30, 2017 compared to cash provided from investing activities of $310 in the six months ended June 30, 2016.

Cash provided from investing activities for the six months ended June 30, 2017 included the sale of a portion of Arconic's investment in Alcoa Corporation common stock of $888 and the receipt of proceeds from the sale of the Yadkin Hydroelectric Project of $243, somewhat offset by cash used for capital expenditures of $229 and the injection of $10 into the Fusina rolling business prior to its sale.

Cash provided from investing activities for the six months ended June 30, 2016 included proceeds of $549 from the sale of assets and businesses, primarily related to $457 in proceeds from the redemption of Company-owned life insurance policies and proceeds of $102 from the sale of the Remmele Medical business, and $275 in proceeds received from the sale of investments, including $145 for the sale of an equity interest in a natural gas pipeline in Australia and $130 for fixed income and equity securities held by Arconic's captive insurance company. These cash flows were partially offset by $528 in capital expenditures, including the aerospace expansion (thick plate stretcher) at the Davenport, Iowa plant.

Recently Adopted and Recently Issued Accounting Guidance

See Note B to the Consolidated Financial Statements in Part I Item 1 of this Form 10-Q.

Forward-Looking Statements

This report contains statements that relate to future events and expectations and as such constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include those containing such words as "anticipates," "believes," "could," "estimates," "expects," "forecasts," "goal," "guidance," "intends," "may," "outlook," "plans," "projects," "seeks," "sees," "should," "targets," "will," "would," or other words of similar meaning. All statements that reflect Arconic's expectations, assumptions or projections about the future, other than statements of historical fact, are forward-looking statements, including, without limitation, forecasts relating to the growth of the aerospace, automotive, commercial transportation and other end markets; statements and guidance regarding future financial results or operating performance; statements about Arconic's strategies, outlook, business and financial prospects; and statements regarding potential share gains. These statements reflect beliefs and assumptions that are based on Arconic's perception of historical trends, current conditions and expected future developments, as well as other factors management believes are appropriate in the circumstances. Forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties, and changes in circumstances that are difficult to predict. Although Arconic believes that the expectations reflected in any forward-looking statements are based on reasonable assumptions, it can give no assurance that these expectations will be attained and it is possible that actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks and uncertainties. Such risks and uncertainties include, but are not limited to: (a) deterioration in global economic and financial market conditions generally; (b) unfavorable changes in the markets served by Arconic; (c) the impact of changes in foreign currency exchange rates on costs and results; (d) the inability to achieve the level of revenue growth, cash generation, cost savings, improvement in profitability and margins, fiscal discipline, or strengthening of competitiveness and operations anticipated from restructuring programs and productivity improvement, cash sustainability, technology advancements and other initiatives; (e) changes in discount rates or investment returns on pension assets; (f) Arconic's inability to realize expected benefits, in each case as planned and by targeted completion dates, from acquisitions, divestitures, facility

closures, curtailments, expansions, or joint ventures; (g) the impact of cyber-attacks and potential information technology or data security breaches; (h) political, economic, and regulatory risks in the countries in which Arconic operates or sells products; (i) the impact of the separation on the businesses of Arconic; (j) material adverse changes in aluminum industry conditions, including fluctuations in London Metal Exchange-based aluminum prices; (k) the outcome of contingencies, including legal proceedings, government or regulatory investigations, and environmental remediation; (l) the other risk factors summarized in Arconic's Form 10-K for the year ended December 31, 2016, including under Part I, Item 1A thereof, and in the following sections of this report: Note H to the financial statements, the discussion included above under Segment Information, and the Risk Factors discussion in Part II, Item 1A. Arconic disclaims any intention or obligation to update publicly any forward-looking statements, whether in response to new information, future events, or otherwise, except as required by applicable law. Market projections are subject to the risks discussed above and other risks in the market.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

Not material.

Item 4. Controls and Procedures.

(a) Evaluation of Disclosure Controls and Procedures

Arconic's Interim Chief Executive Officer and Chief Financial Officer have evaluated the Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as of the end of the period covered by this report, and they have concluded that these controls and procedures are effective.

(b) Changes in Internal Control over Financial Reporting

There have been no changes in internal control over financial reporting during the second quarter of 2017, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings.

<u>Environmental Matters</u>

As previously reported, by an amended complaint filed April 21, 2005, Alcoa Global Fasteners, Inc. (now known as Arconic Global Fasteners & Rings, Inc.) was added as a defendant in Orange County Water District (OCWD) v. Northrop Corporation, et al., civil action 04cc00715 (Superior Court of California, County of Orange). OCWD alleges contamination or threatened contamination of a drinking water aquifer by Arconic, certain of the entities that preceded Arconic at the same locations as property owners and/or operators, and other current and former industrial and manufacturing businesses that operated in Orange County in past decades. OCWD seeks to recover the cost of aquifer remediation and attorney's fees. Trial on statutory, non-jury claims commenced on February 10, 2012. On October 29, 2013, the court issued its final Statement of Decision in favor of Arconic and the other Phase I trial defendants dismissing the statutory law liability claims. On June 20, 2014, following the full briefing by the parties, the trial court entered final judgment in favor of Arconic and the other trial defendants on the remaining tort claims. On August 18, 2014, the OCWD appealed the dismissal of the statutory law claims and common law claims (except for negligence). On March 29, 2017, oral argument on the appeal took place before a panel of three California Court of Appeal justices. On June 1, 2017, the Court of Appeal upheld the trial court's decision in favor of Arconic on all claims. The OCWD did not file a petition for review to the California Supreme Court. On July 12, 2017, Northrop filed a petition for review by the Supreme Court of the State of California. Northrop's petition does not implicate the aspects of the Court of Appeal's opinion upholding the trial court's judgment in Arconic's favor, although it is possible that the OCWD may respond to Northrop's petition in a manner which could potentially implicate the rulings in Arconic's favor.

On June 21, 2017, the UK Environment Agency (the "Agency") confirmed that it will prosecute Firth Rixson Metals Limited in Chesterfield (UK) Magistrates Court in relation to an environmental incident that took place on April 22, 2015 at the Company's Glossop UK site. It is alleged that an acid scrubber unit at the site caused a leak into the local river resulting in environmental damage, including the death of approximately 200 fish. Arconic was not successful in persuading the Agency to drop the prosecution in lieu of an enforcement undertaking (a civil remedy) despite the fact that cyanide, a compound not used on the site, had been identified in the samples of water taken at the time. A court hearing has been scheduled for September 13, 2017. Given that this proceeding is in its preliminary stage, the Company is unable to reasonably predict an outcome or to estimate a range of reasonably possible loss.

Reynobond PE

On June 13, 2017, the Grenfell Tower in London, UK caught fire resulting in fatalities, injuries and damage. A French subsidiary of Arconic, Arconic Architectural Products SAS (AAP SAS), supplied a product, Reynobond PE, to its customer, a cladding system fabricator, which used the product as one component of the overall cladding system on Grenfell Tower. The fabricator supplied its portion of the cladding system to the façade installer, who then completed and installed the system under the direction of the general contractor. Neither Arconic nor AAP SAS was involved in the design or installation of the system used at the Tower, nor did it have a role in any other aspect of the building's refurbishment or original design. Regulatory investigations are being conducted, including a criminal investigation by the London Metro Police, a public inquiry by the British government and a consumer protection inquiry by a French public authority. No private litigation has yet been filed in the UK or France.

Brave v. Arconic Inc., Kenneth J. Giacobbe and Klaus Kleinfeld. A purported class action complaint was filed on July 13, 2017 in the United States District Court for the Southern District of New York against Arconic Inc., Kenneth J. Giacobbe and Klaus Kleinfeld. The complaint alleges that the statements in Arconic's 2016 10-K about management's recognition of its responsibility to conduct the Company's affairs according to the highest standards of personal and corporate conduct and within the laws of the host countries in which it operates, and its failure to disclose that Arconic knowingly supplied highly flammable Reynobond PE cladding panels for use in construction that significantly increased the risk of property damage, injury and death, were false and misleading in violation of the federal securities laws and artificially inflated the prices of Arconic's securities. The plaintiffs seek, among other things, unspecified compensatory damages and an award of attorney and expert fees and expenses.

Tripson v. Arconic Inc. and Klaus Kleinfeld. A purported class action complaint was filed on July 14, 2017 in the United States District Court for the Southern District of New York against Arconic Inc. and Klaus Kleinfeld. The complaint alleges that statements in Arconic's 2012-2016 10-Ks, 2012-15 Annual Reports and the 2016 Annual Highlights Report about management's recognition of its responsibility to conduct the Company's affairs according to the highest standards of personal and corporate conduct and within the laws of the host countries in which it operates, and its failure to disclose that Arconic knowingly supplied highly flammable Reynobond PE cladding panels for use in construction that significantly increased the risk of property damage, injury and death, were false and misleading in violation of the federal securities laws and artificially inflated the prices of Arconic's securities. The complaint also alleges that Arconic was motivated to conceal its potential liability to improve its credit ratings and enhance its ability to raise capital. The plaintiffs seek, among other things, unspecified compensatory damages and equitable relief and an award of attorney and expert fees and expenses.

Sullivan v. Arconic Inc. et al. A purported class action complaint was filed on July 18, 2017 in the United States District Court for the Southern District of New York against Arconic Inc., as well as two former Arconic executives and several current and former Arconic directors, and banks that acted as underwriters for Arconic's September 18, 2014 preferred stock offering. The complaint alleges that statements in the registration statement for Arconic's September 18, 2014 preferred stock offering were false and misleading in light of the subsequent Grenfell Tower fire. The complaint also alleges that Arconic's failure to disclose at the time of the offering that it was obtaining significant profits through sales that exposed it to substantial liability violated the federal securities laws. The plaintiffs seek, among other things, unspecified compensatory and recissory damages and an award of attorney and expert fees and expenses.

While the Company believes that these cases are without merit and intends to challenge them vigorously, there can be no assurances regarding the ultimate resolution of these matters. Given the preliminary nature of these matters and the uncertainty of litigation, the Company cannot reasonably estimate at this time the likelihood of an unfavorable outcome or the possible loss or range of losses in the event of an unfavorable outcome.

Other Matters

As previously reported, Arconic Inc. and certain officers and directors are named as defendants in a lawsuit filed on April 18, 2017 in Pennsylvania state court, the Philadelphia County Court of Common Pleas, by plaintiff shareholder Arthur Ehrlich on behalf of himself and other similarly situated shareholders alleging breach of fiduciary duty related to Arconic's April 12, 2017 filing of a Form 8-K in which the Company disclosed that it had given notice of a "potential change in control" under the terms of a rabbi trust agreement. Plaintiff alleges that this statement constitutes an improper attempt to coerce shareholders into voting for incumbent directors. After a hearing on May 1, 2017, the Court denied plaintiff's request for a preliminary injunction. On May 18, 2017, plaintiff voluntarily dismissed the lawsuit with prejudice as to Ehrlich, but without prejudice as it relates to other potential named plaintiffs. No further reports will be made on this matter.

As previously reported, Arconic Inc. and certain officers and directors are named as defendants in a lawsuit filed on April 19, 2017 in the United States District Court for the Southern District of New York by plaintiff City of Atlanta Firefighters Pension Fund alleging violations of the Exchange Act related to Arconic's April 12, 2017 filing of a Form 8-K in which the Company disclosed that it had given notice of a "potential change in control" under the terms of a rabbi trust agreement. Plaintiff alleges that this statement constitutes an improper attempt to coerce shareholders into voting for incumbent directors. After a hearing on May 10, 2017, the Court denied plaintiff's Motion for Preliminary Injunction. On May 24, 2017, plaintiff voluntarily dismissed the lawsuit without prejudice. No further reports will be made on this matter.

Item 1A. Risk Factors.

Arconic's business, financial condition and results of operations may be impacted by a number of factors. In addition to the factors discussed elsewhere in this report, in Part I, Item 1A of Arconic's Annual Report on Form 10-K for the year ended December 31, 2016, and in other reports filed by Arconic with the Securities and Exchange Commission, the following risks and uncertainties, updated from and in addition to those in the Form 10-K, could materially harm its business, financial condition or results of operations, including causing Arconic's actual results to differ materially from those projected in any forward-looking statements. Additional risks and uncertainties not presently known to Arconic or that Arconic currently deems immaterial also may materially adversely affect the Company in future periods.

Arconic could encounter manufacturing difficulties or other issues that impact product performance, quality or safety, which could affect Arconic's reputation, business and financial statements.

The manufacture of many of Arconic's products is a highly exacting and complex process. Problems may arise during manufacturing for a variety of reasons, including equipment malfunction, failure to follow specific protocols and procedures, including those related to quality, problems with raw materials, supply chain interruptions, natural disasters, labor unrest and environmental factors. Such problems could have an adverse impact on the Company's ability to fulfill orders or on product performance. Product manufacturing or performance issues could result in recalls, customer penalties, contract cancellation and product liability exposure, including if any of our products are defective or are used in a manner that results in injuries or other damages. Because of approval and license requirements applicable to manufacturers and/or their suppliers, alternatives to mitigate manufacturing disruptions may not be readily available to the Company or its customers. Accordingly, manufacturing problems, product defects or other risks associated with our products, including their use or application, could result in significant costs to and liability for Arconic, including the payment of potentially substantial monetary damages, fines or penalties, as well as negative publicity and damage to the Company's reputation, which could adversely impact product demand and customer relationships.

Arconic may be exposed to significant legal proceedings, investigations or changes in U.S. federal, state or foreign law, regulation or policy.

Arconic's results of operations or liquidity in a particular period could be affected by new or increasingly stringent laws, regulatory requirements or interpretations, or outcomes of significant legal proceedings or investigations adverse to Arconic. The Company may experience a change in effective tax rates or become subject to unexpected or rising costs associated with business operations or provision of health or welfare benefits to employees due to changes in laws, regulations or policies. The Company is also subject to a variety of legal and regulatory compliance risks associated with its business and products. These risks include, among other things, potential claims relating to product liability (including personal injury, property loss or similar claims), health and safety, environmental matters, intellectual property rights, government contracts and taxes, as well as compliance with U.S. and foreign laws and regulations governing export, anti-bribery, competition, sales and trading practices, and the manufacture and sale of products. Arconic could be subject to fines, penalties, damages (in certain cases, treble damages), or suspension or debarment from government contracts.

Even if Arconic successfully defends against these types of claims, the Company could still be required to spend a substantial amount of money in connection with legal proceedings or investigations with respect to such claims; the Company's management could be required to devote significant time, attention and operational resources responding to and defending against these claims; and Arconic's reputation could suffer, any of which could have a material adverse effect on its financial condition and results of operations.

While Arconic believes it has adopted appropriate risk management and compliance programs to address and reduce these risks, including insurance arrangements with respect to these risks, such measures may not provide adequate protection against liabilities that may arise. The global and diverse nature of Arconic's operations means that these risks will continue to exist, and additional legal proceedings and contingencies may arise from time to time. In addition, various factors or developments can lead the Company to change current estimates of liabilities or make such

estimates for matters previously not susceptible of reasonable estimates, such as a significant judicial ruling or judgment, a significant settlement, significant regulatory developments or changes in applicable law. A future adverse ruling or settlement or unfavorable changes in laws, regulations or policies, or other contingencies that the Company cannot predict with certainty could have a material adverse effect on the Company's results of operations or cash flows in a particular period. For additional information regarding the legal proceedings involving the Company, see the discussion in Part I, Item 3. (Legal Proceedings) of this report and in Note L to the Consolidated Financial Statements in Part II, Item 8. (Financial Statements and Supplementary Data).

Arconic is subject to a broad range of product, health, safety and environmental laws and regulations in the jurisdictions in which it operates and may be exposed to substantial costs and liabilities associated with such laws and regulations.

Arconic's operations worldwide are subject to numerous complex and increasingly stringent product, health, safety and environmental laws and regulations. The costs of complying with such laws and regulations, including participation in assessments and cleanups of sites, as well as internal voluntary programs, are significant and will continue to be so for the foreseeable future. Environmental laws may impose cleanup liability on owners and occupiers of contaminated property, including past or divested properties, regardless of whether the owners and occupiers caused the contamination or whether the activity that caused the contamination was lawful at the time it was conducted. Environmental matters for which Arconic may be liable may arise in the future at its present sites, where no problem is currently known, at previously owned sites, sites previously operated by the Company, sites owned by its predecessors or sites that it may acquire in the future. Compliance with product, health, safety and environmental laws and regulations may prove to be more limiting and costly than the Company anticipates. For example, if safety issues, whether real or perceived, arise in connection with any Arconic product, sales of such product could be halted or recalled. New data and information, including information about the ways in which the Company's products are used, may lead the Company, regulatory authorities, government agencies or other entities or organizations to publish guidelines or recommendations, or impose restrictions, related to the manufacturing or use of the Company's products. This could lead to reduced sales or market acceptance of the Company's products. Arconic's results of operations or liquidity in a particular period could be affected by certain health, safety or environmental matters, including remediation costs and damages related to certain sites as well as other health and safety risks relating to its operations and products. Additionally, evolving regulatory standards and expectations can result in increased litigation and/or increased costs, all of which can have a material and adverse effect on earnings and cash flows.

Item 5. Other Information.

On July 31, 2017, Arconic entered into a separation agreement with Klaus Kleinfeld, the former Chairman and Chief Executive Officer of the Company. The separation agreement provides that, subject to Mr. Kleinfeld's non-revocation of a general release of claims in favor of the Company and compliance with his obligations under the separation agreement, and in full satisfaction of Mr. Kleinfeld's right to receive severance benefits, the Company will provide to Mr. Kleinfeld (a) a cash payment of $5,000,000, (b) continued life, accident and health benefits until the second anniversary of his employment termination date at no greater after-tax cost to Mr. Kleinfeld than the after-tax cost to him as of immediately prior to his employment termination date, and (c) a prorated bonus for 2017 equal to the greater of (i) 37% of the annual bonus to which Mr. Kleinfeld would have been entitled had he remained employed through the end of 2017 and (ii) $1,000,000.

The separation agreement also contains a mutual non-disparagement covenant, a mutual general release of claims and a cooperation covenant, as well as an acknowledgement by Mr. Kleinfeld that he continues to be bound by the restrictive covenants applicable to him under the Executive Severance Agreement between him and the Company dated December 8, 2008.

The foregoing description of the separation agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the separation agreement filed herewith as Exhibit 10(c).

Item 6. Exhibits.

2	Amended and Restated Alcoa Corporation to Arconic Inc. Trademark License Agreement, dated as of June 25, 2017, by and between Alcoa USA Corp. and Arconic Inc.
10(a)	Settlement Agreement, dated as of May 22, 2017, by and among Elliott Associates, L.P., Elliott International, L.P., Elliott International Capital Advisors Inc. and Arconic Inc., incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K dated May 22, 2017 (reporting an event on May 21, 2017).
10(b)	Letter Agreement between Arconic Inc. and David P. Hess, dated May 17, 2017, incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K dated May 22, 2017 (reporting an event on May 17, 2017).
10(c)	Separation Agreement between Arconic Inc. and Klaus Kleinfeld, dated July 31, 2017.
12.	Computations of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends
15.	Letter regarding unaudited interim financial information
31.	Certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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 thereunto duly authorized.

Arconic Inc.

August 2, 2017	/s/ Ken Giacobbe
Date	Ken Giacobbe Executive Vice President and Chief Financial Officer (Principal Financial Officer)
August 2, 2017	/s/ Paul Myron
Date	Paul Myron Vice President and Controller (Principal Accounting Officer)

EXHIBIT INDEX

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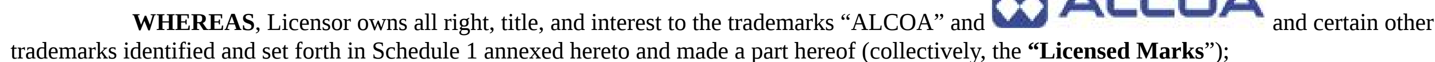
EXHIBIT 2

EXECUTION VERSION

AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (this “**Agreement**”), made and entered into as of the 25th day of June 2017, by and between **ALCOA USA CORP.** a corporation organized under the laws of Delaware (“**Licensor**”) and **ARCONIC INC.** (f/k/a Alcoa Inc.)**,** a corporation organized under the laws of Pennsylvania (“**Licensee**”).



WHEREAS, Licensor owns all right, title, and interest to the trademarks “ALCOA” and

and certain other trademarks identified and set forth in Schedule 1 annexed hereto and made a part hereof (collectively, the **“Licensed Marks**”);

WHEREAS, Licensor, Licensee, and Licensee’s Spectrochemical Standards, Wheels and other businesses formerly operated as, or as businesses of, Alcoa Inc.;

WHEREAS, Licensor and Licensee are now two, separate, publically traded companies;

WHEREAS, Alcoa Upstream Corporation, the parent of Licensor, and Alcoa Inc. entered into a Separation and Distribution Agreement having an effective date of November 1, 2016 (“Separation and Distribution Agreement”); unless specifically defined in this Agreement, any capitalized term in this Agreement shall have the meaning set forth in the Separation and Distribution Agreement;

WHEREAS, Licensor and Licensee previously entered into a Trademark License Agreement (the “**Original Agreement**”), made and entered into as of the 31st day of October, 2016 (the “**Effective Date**”);

WHEREAS, Licensee’s Spectrochemical Standards business continues to sell, and offer for sale spectrochemical standards in existence and bearing the Licensed Marks as of the Effective Date (“**Spectrochemical Standards Products**”) (the license terms of which are set forth in Schedule 2);

WHEREAS, Licensee’s wheels and related businesses continue to manufacture, sell, and offer for sale Wheel Products as defined in Schedule 4 (“**Wheel Products**”), and other products (“**Downstream Products**”) as set forth in Schedule 3;

Spectrochemical Standards Products, Wheel Products, and Downstream Products are collectively referred to herein as “**Licensed Products**”;

WHEREAS, pursuant to the Original Agreement, Licensee obtained from Licensor, subject to the terms and conditions set forth in the Original Agreement, the right and license to

use, have used, manufacture, have manufactured, sell, have sold, advertise, have advertised, import, have imported, export, have exported, offer for sale, and have offered for sale the Licensed Products using the Licensed Marks (the "**Licensed Purpose**");

WHEREAS, Licensor granted such rights, upon the terms and subject to the conditions set forth in the Original Agreement; and

WHEREAS, Licensor and Licensee desire to amend and restate the Original Agreement in its entirety in order to make certain changes reflected in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **GRANT AND SCOPE OF LICENSE.**

1.1 **Grant of License.** Licensor hereby grants to Licensee and its subsidiaries and affiliates the limited licenses to use and have used the Licensed Marks: (i) for the Licensed Products as set forth on Schedules 2 through 4; and (ii) as set forth on Schedule 5, concerning agreements entered into by Alcoa Inc. prior to the Effective Date ("**Existing Agreements**") for a transitional period set forth in Schedule 5. For the avoidance of doubt, Licensor also grants to Licensee and its subsidiaries and affiliates a non-exclusive, worldwide royalty-free license for continued use of the Licensed Marks for the production and sale of inventory containing the Licensed Marks applied to such products during the Transition Period as set forth in section 8.2 of the Separation and Distribution Agreement and in Schedule 6 of this Agreement. Licensee will not, however, use the Licensed Marks except: (i) in connection with those products identified in Schedules 2 and 4; and/or (ii) for the production and sale of inventory as provided in this Section 1.1 and in Section 8.2 of the Separation and Distribution Agreement and Schedule 6 of this Agreement. For avoidance of doubt, to the extent that any of the licenses granted by the terms of this Agreement include any right to sublicense, such right to sublicense shall extend to Licensee's subsidiaries and joint ventures.

1.2 **Goodwill.** Licensee expressly recognizes and acknowledges that its use of the Licensed Marks shall inure solely to the benefit of Licensor, and shall not confer on Licensee any ownership rights to the Licensed Marks. Licensee agrees and covenants that it shall not challenge, contest, or take any actions inconsistent with Licensor's exclusive rights of ownership of the Licensed Marks.

1.3 **Trademark Notices.** All print and electronic displays of the Licensed Marks by Licensee shall include at Licensor's option, a notice to the effect that the Licensed Marks is owned by Licensor and used by Licensee under license from Licensor.

1.4 **Licensee Cooperation.** Licensee agrees to reasonably cooperate with Licensor in achieving registration of the Licensed Marks worldwide, and in maintaining and protecting existing registrations therefor at Licensor's sole expense. Licensee shall execute any and all documents which Licensor may reasonably request in support of such registrations, and, at

Licensor's request, Licensee shall provide use evidence, testimony, and documentation that may be required in any ex parte or inter partes administrative proceedings and prosecutions, maintenance and renewals involving registrations of the Licensed Marks, at Licensee's sole expense.

1.5 **Quality Control, Licensor Approvals.** Licensor as owner of the Licensed Marks shall have the right at all times to control and approve the nature and quality of the Licensed Products, and to inspect Licensee's business operations upon reasonable prior notice for the purpose of ensuring that a high level of quality of the Licensed Products is being maintained by Licensee. At Licensor's reasonable request during each calendar year, Licensee shall submit samples to Licensor, at no cost to Licensor, and shall not materially depart therefrom without Licensor's prior express written consent. The Licensed Products, as well as all promotional, packaging and advertising material relative thereto, shall include all appropriate legal notices as required by Licensor. No more frequently than once per year, a third party auditor chosen by Licensor and approved by Licensee, such approval not to be unreasonably withheld, shall be entitled at any time on reasonable notice to the Licensee to enter, during regular business hours, any premises used by the Licensee or its manufacturers for the manufacture, packaging or storage of the Licensed Products, to inspect such premises, all plant, workforce and machinery used for manufacture, packaging or storage of Licensed Products and all other aspects of the manufacture, packaging and storage of Licensed Products ("Access Rights"). Prior to exercising such Access Rights, the third party auditor shall enter into a nondisclosure agreement with Licensee that, among other terms deemed acceptable by Licensee and such third party auditor, shall: (a) limit the content of any report made by the third party auditor to Licensor to a description of the manner in which, and the conditions under which, the Licensed Marks is used by Licensee or its manufacturers; and (b) prevent the disclosure of any of Licensee's trade secrets and/or Confidential Information. To the extent reasonably practicable, all Licensed Products shall include notices on labeling and packaging for the Licensed Products stating that the Licensed Marks is owned by Licensor and used by Licensee under license from Licensor. The Licensed Products shall be of a quality commensurate with previous production or the samples approved by Licensor. If the quality of a class of the Licensed Products falls below such standards, Licensee shall use commercially reasonable efforts to restore such quality. In the event that Licensee has not taken appropriate steps to restore such quality within one-hundred twenty (120) days after notification by Licensor, Licensor shall have the right to terminate this Agreement.

1.6 **Compliance with Trademark Usage Guidelines.** Licensee agrees to comply with Licensor's trademark usage guidelines and any other policies and requirements applicable to the Licensed Marks.

2. ENFORCEMENT OF INTELLECTUAL PROPERTY.

2.1 **Third Party Infringement.** In the event that Licensee becomes aware that any third party is infringing the Licensed Marks, Licensee shall promptly notify Licensor and provide pertinent details. Licensor shall have the right in its sole discretion to bring a legal action for infringement against the third party, together with the right to enforce and collect any judgment thereon. If Licensor elects to exercise such right, Licensee shall, at Licensor's request, provide reasonable assistance to Licensor, at the sole expense of Licensor. In the event that Licensor

declines to bring a legal action for infringement against a third party identified by Licensee, Licensee shall have the right to bring a legal action for infringement against the third party upon receiving the prior written approval of Licensor, such approval not to be unreasonably withheld.

3. **INDEMNIFICATION.**

3.1 Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors, employees, agents, corporate subsidiaries, parents, and affiliates (**"Licensor Indemnitees"**) from and against any and all demands, claims, actions or causes of action, assessments, deficiencies, damages, losses, liabilities and expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses), incurred in conjunction with or arising out of or relating to any third-party claim concerning the Licensed Products and any acts or omissions of Licensee, including without limitation Licensee's performance of its obligations under this Agreement. The Licensor Indemnitees agree to cooperate with Licensee, at Licensee's expense, to provide copies of any documents or materials reasonably requested by Licensee in support of its defense of the Licensor Indemnitees.

4. **TERM AND TERMINATION.**

4.1 **Term.** The Term of this Agreement shall continue for the time periods set forth in Schedules 2 through 4 and Schedule 5 unless sooner terminated in accordance with the terms of this Agreement.

4.2 **Termination for Breach.** Licensor and Licensee will be entitled to terminate this Agreement by written notice to the other party in the event the other party is in material breach of any of its obligations hereunder and shall fail to remedy any such default within one hundred twenty (120) days after notice thereof by the non-breaching party.

4.3 **Termination Upon Bankruptcy.** Either party may terminate this Agreement by written notice to the other in the event of: (a) the other party's making assignment for the benefit of its creditors or filing a voluntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import; or (b) the filing of an involuntary petition against the other party under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under any law of like import; or (c) the appointment of a trustee or receiver for the party or its property.

4.4 **Survival of Obligations; Return of Confidential Information.** Notwithstanding any expiration or termination of this Agreement, Sections 1.4, 3.1, 4.4, 5.1, 5.2, and 6.1 through 6.10 shall survive and continue to be enforceable as set forth herein. Upon any expiration or termination of this Agreement, Licensee shall promptly return to Licensor, or at Licensor's direction, destroy all confidential information and all copies thereof in Licensee's possession.

5. **REPRESENTATIONS AND WARRANTIES.**

5.1 Licensor represents and warrants to Licensee that Licensor's performance of its obligations under this Agreement is not in conflict with, and will not result in a breach of or

constitute a default under, any other contract, instrument, rule of law or order of any court or governmental agency to which Licensor is a party or by which Licensor is bound.

5.2 Licensee represents and warrants to Licensor that Licensee's performance of its obligations under this Agreement are not in conflict with, and will not result in a breach of or constitute a default under, any other contract, instrument, rule of law or order of any court or governmental agency to which Licensee is a party or by which Licensee is bound.

6. **MISCELLANEOUS.**

6.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

6.2 **Waiver**. The waiver by any party of a breach or a default of any provision of this Agreement by any other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such party.

6.3 **Waiver of Jury Trial.** To the fullest extent permitted by applicable law each party hereby irrevocably waives all right of trial by jury in any action, proceeding, claim, or counterclaim arising out of or in connection with this Agreement or any matter arising hereunder.

6.4 **No Agency.** Nothing herein shall be deemed to constitute Licensor, on the one hand, or Licensee, on the other hand, as the agent or representative of the other, or as joint venturers or partners for any purpose. Neither Licensor, on the one hand, nor Licensee, on the other hand, shall be responsible for the acts or omissions of the other. No party will have authority to speak for, represent or obligate the other party in any way without prior written authority from such other party.

6.5 **Entire Agreement.** This Agreement and the Separation and Distribution Agreement together contain the full understanding of the parties with respect to the subject matter hereof and supersede all prior understandings and writings relating thereto, including the Original Agreement. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties.

6.6 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

6.7 **Notices.** All notices required or permitted hereunder will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile transmission if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

All communications will be sent to the party to be notified at the address as set forth below or at such other address as such party may designate by written notice to the other parties hereto. Notices shall be provided to the addresses set forth below:

If to Licensee:	If to Licensor:
Arconic Inc. 201 Isabella Street Pittsburgh, PA 15212 Attn.: General Counsel	Alcoa USA Corp. 201 Isabella Street Pittsburgh, PA 15212 Attn.: General Counsel

6.8 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected and the invalid provision shall be severed herefrom.

6.9 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that Licensee may not assign its rights or delegate its obligations under this Agreement without the express prior written consent of Licensor. Notwithstanding the foregoing, but subject to Schedule 4, no such consent shall be required for the assignment of Licensee’s rights and obligations under this Agreement in connection with a Change of Control of Licensee so long as the resulting, surviving or transferee Person assumes all the obligations of Licensee by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to Licensor. Licensor may freely assign any or all of its rights or obligations under this Agreement. Nothing herein is intended to, or shall be construed to, prohibit either Party or any member of its Group from being party to or undertaking a Change of Control.

6.10 **Counterparts**; **Images Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument. Scanned PDF copies of signatures and facsimile copies of signatures may be deemed original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers as of the date hereof.

ALCOA USA CORP.

By: /s/ Jeffrey Heeter
Name: Jeffrey Heeter
Title: EVP & General Counsel

ARCONIC INC.

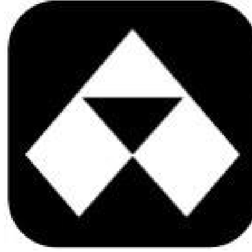
By: /s/ Max W. Laun
Name: Max W. Laun
Title: VP & General Counsel

[Signature Page to A&R Alcoa USA Corp. to Arconic Inc. Trademark License Agreement]

SCHEDULE 1:

LICENSED MARKS

ALCOA



SCHEDULE 2

SPECTROCHEMICAL STANDARDS PRODUCTS

The license granted to use the Licensed Marks in conjunction with the sale of inventory of Spectrochemical Standards Products existing as of the Effective Date and is exclusive, worldwide, and royalty-free and includes no right to sublicense.

The term of the license granted for Spectrochemical Standards Products is five (5) years from the Effective Date, subject to Licensee's right to one additional renewal term of five (5) years, exercisable upon written notice by Licensee.

For the avoidance of doubt, the license granted herein shall not include any right for Licensee to use any corporate name, fictitious name, or other corporate identifier that includes or comprises the Licensed Marks. Nothing herein shall be construed as prohibiting Licensee from making factually accurate statements concerning its contractual relationship with Licensor, provided that the wording of such statements shall be subject to Licensor's prior written approval, such approval not to be unreasonably withheld.

SCHEDULE 3

DOWNSTREAM PRODUCTS

"Downstream Products" shall mean all product types sold by the Parent Group in connection with the Parent Business (as those terms are defined in the Separation and Distribution Agreement) before the Effective Date.

The license granted to use and have used the Licensed Marks with respect to, and in conjunction with the manufacture, offer for sale, sale, importation, and exportation of, Downstream Products is exclusive, worldwide, and royalty-free and includes the right to sublicense to Licensee's subsidiaries and affiliates, but in all cases only in order to protect against the use of the Licensed Marks by third parties, by Licensor, or by acquirers of Licensor or the Licensed Marks in competition with Licensee.

The term of the license granted for Downstream Products is twenty (20) years from the Effective Date.

Licensor will not itself use, nor permit or license others to use, the Licensed Marks or similar names or trademarks for products sold in competition with Licensee's Downstream Products, except in connection with MRC Products and Warrick Products as defined below.

The license granted herein shall not include any right for Licensee to use any corporate name, fictitious name, or other corporate identifier that includes or comprises the Licensed Marks. Nothing herein shall be construed as prohibiting Licensee from making factually accurate statements concerning its contractual relationship with Licensor, provided that the wording of such statements shall be subject to Licensor's prior written approval, such approval not to be unreasonably withheld.

"MRC Products" means can body stock, can end and tab stock, and hot-rolled strip for finishing into automotive sheet on adjacent Ma'aden and Licensor owned automotive assets.

"Warrick Products" means can body stock (narrow width), can end and tab stock, can bottle stock, food can stock, industrial sheet, lithographic sheet, and any other rolled aluminum products with the exceptions of (1) Automotive Sheet; and (2) hot strip for supply and further production into Automotive Sheet; and (3) brazing sheet; and (4) 5182 alloy Industrial/CT sheet products above .025 gauge; and (5) 1xxx, 3003 and 5052 alloys Industrial/CT sheet products above .050 gauge, with the exception off 1xxx, 3003 and 5052 alloys Industrial/CT sheet products in 0-temper, which has no restriction, or intermediate products intended to be used to produce these products.

SCHEDULE 4

WHEEL PRODUCTS

"Wheel Products" means wheels, hubs, related accessories, and fifth wheel products for commercial transportation.

The license to use and have used the Licensed Marks with respect to, and in conjunction with the manufacture, offer for sale, sale, importation, and exportation of, Wheel Products is an exclusive, worldwide, royalty-free right and license, including the right to sublicense, including without limitation to all wheels businesses as operated by subsidiaries of Alcoa Inc. as of the date of the Separation and Distribution Agreement.

The Term of the license for Wheel Products shall be twenty-five (25) years from the Effective Date, subject to Licensee's right to renew for subsequent terms of twenty-five (25) years each, with renewal being conditioned upon Licensee's wheels business making continued investment in the Alcoa brand in the amount of a minimum average percentage of one-half percent (½%) of Wheel Products business total revenue spent on marketing/sales related to the brand, for the five (5) years prior to each renewal. Marketing and sales expense includes all spending on advertising, trade shows, product displays, signage, customer event support, sales tools (e.g., wheel slice samples), sponsorships, memberships (e.g., American Trucking Associations, National Trailer Dealers Association), sales literature, apparel, promotional items (pens, flash-lights, key-chains, etc.) and sales/marketing labor and travel and entertainment costs. This includes spending on all traditional and social media, hard copy, electronic and virtual (e.g., websites). Licensor's third party auditor shall have Access Rights under Section 1.5 to confirm the calculation of marketing/sales spending related to the brand.

If Licensee ceases use of the Licensed Marks for Wheel Products, or if a business using the Licensed Marks for Wheel Products is sold to a third party detrimental to Licensor (such as a direct competitor of Licensor), the right to use the Licensed Marks for such divested business will terminate fifteen (15) years after cessation of use or sale of the business, unless an extension is mutually agreed between Licensor and Licensee or the acquiring party. Licensee will retain the license for the Licensed Marks for its non-divested businesses that continue to use the Licensed Marks.

If Licensee's business that makes fifth wheel products is not under joint control or ownership with the business that makes other Wheel Products, the license with respect to use of the Licensed Marks on fifth wheel products shall be extinguished, unless mutually agreed between Licensor and Licensee.

If Licensor abandons the Alcoa name or the Licensed Marks, the license will immediately become perpetual or ownership of the rights will immediately transfer to Licensee for use in connection with its Wheel Products.

The license granted with respect to Wheel Products shall include the right: (i) to advertise and sell Wheel Products on websites used by Alcoa Inc.'s wheels business as of the date of the Separation and Distribution Agreement, including without limitation via the domain names listed at the end of this Schedule 4; (ii) to continue using ALCOA WHEELS branding on Wheel Products consistent with past uses of the Licensed Marks by Licensor, including without limitation via the advertising and sale of existing inventory of Wheel Products without the need to affix new labeling to such existing inventory of Wheel Products.

The license granted herein shall not include any right for Licensee, nor any sublicensee, to use any corporate name, fictitious name, or other corporate identifier that includes or comprises the Licensed Marks. Nothing herein shall be construed as prohibiting Licensee from making factually accurate statements concerning its contractual relationship with Licensor, provided that the wording of such statements shall be subject to Licensor's prior written approval, such approval not to be unreasonably withheld.

List of Domain Names:

alcoaaccessories.com
alcoa-accessories.com
alcoaaccessories.com.au
alcoacamorim.com
alcoacamorims.com
alcoacamowheel.com
alcoacamowheels.com
alcoafleet.com
alcoafleet.eu
alcoaintire.com
alcoaintiremanagementsystem.com
alcoarims.com
alcoarodas.com
alcoarodas.com.br
alcoaspecialtywheels.com
alcoastrength.com
alcoawheel.com
alcoawheel.eu
alcoawheelaccessories.com
alcoawheelproducts.asia
alcoawheels.asia
alcoawheels.biz
alcoawheels.co.uk
alcoawheels.com
alcoawheels.dk
alcoawheels.es
alcoawheels.eu
alcoawheels.fi
alcoawheels.fr
alcoawheels.info

alcoawheels.it
alcoawheels.no
alcoawheels.org
alcoawheels.pl
alcoawheels.ru
alcoawheels.se
alcoawheelsandforgedproducts.eu
alcoawheelseurope.com
alcoawheelsik.asia
alcoawheelsplus.com
rodasalcoa.com.br
rodasdealuminio.com.br

SCHEDULE 5:

EXISTING TRADEMARK LICENSES

Licensor licenses Licensee rights under the Licensed Marks for the sole purposes of sublicensing any third party that is licensed to use the Licensed Marks business as of the date of the Separation and Distribution Agreement in connection with any Licensee related business. The term of this license will be one (1) year.

SCHEDULE 6:

USE OF LICENSED MARKS FOR CERTAIN TRANSITIONAL PURPOSES RELATING TO DISPOSITION OF EXISTING INVENTORY AND PACKAGING

Consistent with the terms of Section 8.2 of the Separation and Distribution Agreement, Licensor hereby grants to Licensee and its subsidiaries and affiliates a non-exclusive, sublicenseable, worldwide and royalty-free license to use and have used the Licensed Marks during the Transition Period for the following purposes and limited time periods:

1. For six (6) months after the Effective Time for the continued manufacturing of current products and packaging bearing the Licensed Marks where such manufacturing creates the Licensed Marks using individual, continuous, and/or semi-continuous markings such as, for example, vibro peen, roller marking, inkjet, and other similar markings.

2. For the continued manufacturing of current products and packaging bearing the Licensed Marks where such manufacturing creates the Licensed Marks using steel and/or roll stamps (or other similar tooling) in use as of the Effective Time for the sooner to occur of: (a) one (1) year after the Effective Time; or (b) the ordering of new steel and/or roll stamps (or other similar tooling) or the refurbishing or working of steel and/or roll stamps (or other similar tooling) that were in use as of the Effective Time.

3. For the continued manufacturing of current products and packaging bearing the Licensed Marks where such manufacturing creates the Licensed Marks using raised or depressed characters created by a die or forming process in use as of the Effective Time for the sooner to occur of: (a) five (5) years after the Effective Time; or (b) the ordering of new dies or the refurbishing or working of dies that were in use as of the Effective Time.

4. For continued shipping of inventory of products bearing the Licensed Marks and in existence at the Effective Time and created during the time periods set forth in paragraphs 1-3 above, for the longer of three (3) years after: (a) the Effective Time; or (b) the manufacture of such products during the time periods set forth in paragraphs 1-3 above , provided, however, that Licensee agrees to ship such products bearing the Licensed Marks on a “first-in-first-out”(“FIFO”) basis.

5. For sales of products in packaging bearing Licensed Marks and in existence as of the Effective Time and created during the time periods set forth in paragraphs 1-3 above for the later of one (1) year after: (a) the Effective Time; or (b) the manufacture of such packaging created during the time periods set forth in paragraphs 1-3 above , provided, however, that Licensee agrees to ship such packaging bearing the Licensed Marks on a “first-in-first-out”(“FIFO”) basis. Thereafter, Licensee shall cause to be applied to any remaining packaging bearing Licensed Marks permanent labels covering the Licensed Marks and displaying other marks such as ARCONIC.

EXHIBIT 10(c)

EXECUTION VERSION

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is entered into as of July 31, 2017 between Arconic Inc. (the "Company") and Klaus Kleinfeld (the "Executive") (the Company and the Executive together, the "Parties").

WHEREAS, the Executive had a separation from service with the Company on May 15, 2017 (the "Separation Date"); and

WHEREAS, the Parties desire to finally resolve all issues related to the Executive's separation from service with and compensation from the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged, it is agreed as follows:

1. SEVERANCE BENEFITS

Subject to the Executive's execution of this Agreement and non-revocation of the release of claims set forth in Section 3 (the "Release"), and continued compliance with the Executive's obligations as set forth hereunder, the Company agrees, in full satisfaction of all claims the Executive may have to payments or benefits under the Company's Executive Severance Plan (the "Severance Plan") or any other severance arrangement, to (a) pay the Executive, no later than 30 calendar days following the date hereof, a cash payment of $5,000,000, subject to applicable tax withholding, (b) during the period from the Separation Date through the second anniversary thereof, arrange to provide the Executive and anyone entitled to claim through the Executive, life, accident and health (including medical, behavioral, prescription drug, dental and vision) benefits substantially similar to those provided to the Executive and anyone entitled to claim through the Executive immediately prior to the Separation Date at no greater after-tax cost to the Executive than the after-tax cost to the Executive immediately prior to the Separation Date, and (c) pay the Executive, at the same time that annual bonuses for 2017 are paid to senior executives of the Company (but in no event later than March 15, 2018), a cash bonus for 2017 equal to the greater of (i) 37% of the annual bonus amount that the Executive would have received based on actual Company performance (it being agreed for this purpose that all subjective individual objectives are achieved at target) had he remained employed through the end of the 2017 calendar year and (ii) $1,000,000, subject to applicable tax withholding ((a), (b), and (c), collectively, the "Severance Benefits"). In the event that the Executive revokes the Release, the Executive shall not be entitled to receive any of the Severance Benefits.

2. VESTED BENEFITS AND RIGHTS

The Company acknowledges and agrees that the following vested benefits earned or accrued by the Executive prior to the Separation Date shall be paid to the Executive as such obligations become due in accordance with the terms of the applicable plan and agreement: (a) all vested benefits and account balances as of the Separation Date under the Company's

retirement, deferred compensation and health and welfare benefit plans in which the Executive participated, including (i) the Alcoa Retirement Savings Plan for Salaried Employees, (ii) the Arconic Deferred Compensation Plan, (iii) the "SERP Benefit" provided for in the letter agreement between the Company and the Executive, dated as of August 14, 2007 (the "2007 Agreement"), it being understood that none of the Severance Benefits shall be taken into account in calculating the SERP benefit, and (iv) the Deferred Fee Plan for Directors ((i), (ii), (iii) and (iv), collectively, the "Retirement Plans") and (b) the Executive's stock options with respect to Company common stock that were vested prior to the Separation Date and that remain outstanding and unexercised (the "Vested Options") (it being understood and acknowledged that all of the Executive's equity awards that were unvested as of immediately prior to the Separation Date have been forfeited). In addition, the indemnification and directors and officers liability insurance arrangements of the Company and its affiliates, as well as the indemnification paragraph of the 2007 Agreement (collectively, the "Indemnification Rights"), shall survive the Executive's separation from service and shall continue in full force and effect in accordance with their terms.

3. EXECUTIVE'S RELEASE OF CLAIMS

(a) **General Release**. In consideration of the Severance Benefits and the Company's promises hereunder, the Executive, on behalf of himself and on behalf of his dependents, heirs, representatives, successors and assigns (collectively, the "Executive Releasors") does hereby voluntarily, knowingly, irrevocably and unconditionally release, waive, and forever discharge the Company and each of its current and former subsidiaries, affiliates, and each of their respective directors, predecessors, successors, assigns, employees, agents, and representatives (collectively, the "Company Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, whether in law or equity and whether arising under contract or under federal, state or local law and including any claim for discrimination based upon race, color, ethnicity, sex, age, national origin, religion, disability, or any other unlawful criterion or circumstance, which the Executive Releasors had, now have, or may in the future have, against each or any of the Company Releasees arising up to and including the date this Agreement is executed (including any claims in connection with the termination of the Executive's employment with the Company and its affiliates and any claim for any compensation that has accrued or is or may be accruable based on any action or service taken or provided on or prior to the date this Agreement is executed). The Executive acknowledges that the release set forth in the preceding sentence includes claims (i) for wrongful dismissal or termination of services, (ii) arising under federal, state or local laws, statutes, orders or regulations that relate to the employment relationship and/or prohibiting employment discrimination, including claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Americans with Disabilities Act of 1990, the Rehabilitation Act, Employee Retirement Income Security Act, the Family and Medical Leave Act of 1993, the New York State Human Rights Law and the Administrative Code of the City of New York, and in each case any amendments thereto, (iii) under any other federal, state or local statute law, rule, or regulation, (iv) based on contract, tort or common law, or for damages, including punitive or compensatory damages, or for attorneys' fees, expenses, costs, compensation of any kind, injunctive or

equitable relief, and (v) under the Company's compensatory plans and agreements, including the Severance Plan, the Company's Change in Control Severance Plan, the Company's 2013 Stock Incentive Plan and the Company's 2009 Stock Incentive Plan (the "Stock Incentive Plans"), the Executive Severance Agreement between the Company and the Executive, dated December 8, 2008 (the "2008 Agreement"), and the 2007 Agreement, in each case as amended. Notwithstanding anything to the contrary herein, nothing in this Section 3(a) releases any claims (1) arising under this Agreement and/or (2) with respect to the Retirement Plans, the Vested Options and the Indemnification Rights.

(b) **Enforcement**. The Executive acknowledges and agrees that if the Executive or any other Executive Releasor should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against a Company Releasee with respect to any cause, matter or thing which is the subject of the release in this Section 3, this Agreement may be raised as a complete bar to any such action, claim or proceeding, and the applicable Company Releasee may recover from the Executive all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.

4. COMPANY'S RELEASE OF CLAIMS

(a) **General Release**. In consideration of the Executive's promises hereunder, the Company, on behalf of itself and each of its current and former subsidiaries, affiliates, and their respective predecessors, successors, assigns, and representatives (collectively, the "Company Releasors") does hereby voluntarily, knowingly, irrevocably and unconditionally release, waive, and forever discharge the Executive and each of his dependents, heirs, representatives, agents, successors and assigns (collectively, the "Executive Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, whether in law or equity and whether arising under contract or under federal, state or local law, which the Company Releasors had, now have, or may in the future have, against each or any of the Executive Releasees arising up to and including the date this Agreement is executed, other than claims arising (i) out of the Executive's bad faith misconduct (1) which serves as the basis for criminal charges brought against, or civil penalties imposed on, the Company or the Executive and (2) for which the Executive is not indemnified under the Indemnification Rights or (ii) under this Agreement or the Restrictive Covenants (as defined below). The Company acknowledges that the release set forth in the preceding sentence includes but is not limited to claims (x) under any other federal, state or local statute, law, rule, or regulation, (y) based on contract, tort or common law, or for damages, including punitive or compensatory damages, or for attorneys' fees, expenses, costs, compensation of any kind, injunctive or equitable relief, and (z) under the Company's compensatory plans and agreements, to the extent waivable under applicable laws.

(b) **Enforcement**. The Company acknowledges and agrees that if it or any other Company Releasor should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against any Executive Releasee with respect to any cause, matter or thing which is the subject of the release in this Section 4, this Agreement may be raised as a complete bar to any such action, claim or proceeding, and the applicable Executive

Releasee may recover from the Company all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.

5. <u>CERTAIN COVENANTS</u>

(a) <u>Covenants</u>.

(i) **<u>Restrictive Covenants</u>**. The Executive acknowledges that he remains bound by the provisions of the "Restrictive Covenants" section of the 2008 Agreement (the "<u>Restrictive Covenants</u>"), which provisions shall be deemed incorporated herein. The Executive acknowledges that the Restrictive Covenants (1) are necessary for the protection of the legitimate interests of the Company Releasees, (2) are reasonable in terms of time, geographic scope, and activities restricted, (3) do not stifle the inherent skill and experience of the Executive, (4) will not interfere with the Executive's ability to earn a livelihood, and (5) do not confer a benefit upon the Company disproportionate to the detriment to the Executive. The Executive acknowledges that if he were to breach any of the Restrictive Covenants, such breach would result in immediate and irreparable harm to the Company that cannot be adequately or reasonably compensated at law. Accordingly, the Executive agrees that the Company shall be entitled, if any such breach shall occur or be threatened or attempted, if it so elects (and in addition to seeking other available remedies, under this paragraph or otherwise), to seek from a court any temporary, preliminary, and permanent injunction, without being required to post a bond, enjoining and restraining such breach or threatened or attempted breach by the Executive. The Executive further agrees that if the Executive materially breaches any of the Restrictive Covenants, then the Executive shall be obligated to repay to the Company the full amount of the cash Severance Benefits previously paid to the Executive.

(ii) **<u>Non-Disparagement</u>**. The Executive agrees that the Executive shall not, and shall instruct, and shall make best efforts to cause, each other Executive Releasor not to, make or cause to be made any disparaging or derogatory public statements regarding any of the Company Releasees (which efforts shall include making each such Executive Releasor aware of the provisions of this sentence). The Company agrees that it shall instruct, and make best efforts to cause, the Company's current directors and executive officers (while serving in such capacities) not to, make or cause to be made any disparaging or derogatory public statements regarding any of the Executive Releasees (which efforts shall include making each such director and executive officer aware of the provisions of this sentence). Notwithstanding the foregoing, nothing in this paragraph shall limit or impair the ability of any individual or entity to make truthful statements required by law or in an adjudicative proceeding.

(iii) **<u>Cooperation</u>**. For a period of two (2) years following the Separation Date, the Executive shall make himself reasonably available to the Company and its affiliates following the Separation Date to assist them, as may be reasonably requested by the Company at mutually convenient times and places, with respect to pending and future inquiries relating to matters that arose during the Executive's employment with the Company. The Company shall provide the Executive with a reasonable, mutually agreed rate of compensation for each hour of service hereunder and shall reimburse the Executive for all reasonable out-of-pocket expenses and costs he actually incurs as a result of providing assistance under this paragraph, upon receipt of proper documentation thereof.

(b) **Public Statements**. The Company agrees that all of its public disclosures and responses to inquiries about the terms of this Agreement will be provided in a manner materially consistent with the statement attached as Exhibit A. The Company further agrees to provide the Executive with the opportunity to review and comment on disclosure in the Company's Proxy Statement on Schedule 14A in respect of the Company's 2018 Annual Meeting of Shareholders concerning the terms of this Agreement prior to such disclosure being made public. Notwithstanding the foregoing, nothing in this paragraph shall limit or impair the ability of any individual or entity to make truthful statements required by law or in an adjudicative proceeding.

6. REVOCATION OF RELEASE

The Executive affirms that prior to the execution of this Agreement and the waivers and releases in Section 3, the Executive was advised by the Company to consult with an attorney of his choice concerning the terms and conditions set forth herein, and that he was given up to 21 days to consider executing this Agreement, including the Release. The Executive has seven days following his execution of this Agreement to revoke the Release by providing written notice of such revocation, addressed to: Katherine Hargrove Ramundo, Arconic Inc., 390 Park Avenue, New York, NY 10022, and sending a concurrent e-mail to Kate.Ramundo@arconic.com. In the event the Executive revokes the Release, the Company shall not pay or provide the Severance Benefits to the Executive and the Company and Parties shall be released from their covenants and obligations hereunder. The Executive further acknowledges that: (a) before signing this Agreement, the Executive was given at least 21 days in which to consider this Agreement, (b) the Executive carefully read this Agreement, (c) the Executive fully understands this Agreement, (d) the Executive is entering into this Agreement voluntarily, (e) the Executive is receiving valuable consideration in exchange for his execution of this Agreement that the Executive would not otherwise be entitled to receive, and (f) the Company encouraged the Executive to discuss this Agreement with the Executive's attorney (at the Executive's own expense) before signing it.

7. MISCELLANEOUS

(a) **Entire Agreement.** This Agreement is the entire agreement between the Parties hereto with regard to the subject matter hereof, and supersedes any prior agreements other than: (i) as provided for in Section 5(a)(i), and (ii) with respect to the Vested Options, the Retirement Plans and the Indemnification Rights.

(b) **Counterparts**. This Agreement may be executed in counterparts, and each counterpart will be deemed an original for all purposes.

(c) **Modification; Severability.** This Agreement may not be modified or canceled in any manner except by a writing signed by both Parties hereto.

(d) **Interpretation.** As used in this Agreement, the term "including" does not limit the preceding words or terms.

(e) **Dispute Resolution.** This Agreement shall be governed by the law of the State of New York, excluding its choice of laws provisions. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Supreme Court of the State of New York in New York County or the United States District Court for the Southern District of

New York located in New York County. Each party consents to the jurisdiction of such courts in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such courts.

[Signature Page Follows.]

EXECUTIVE

/s/ Klaus Kleinfeld
Klaus Kleinfeld

July 31, 2017
Date

ARCONIC INC.

By: /s/ Patricia F. Russo
Patricia F. Russo
Title: Chairman of the Board of Directors

July 28, 2017
Date

[Signature Page to Separation Agreement]

Exhibit A

In connection with Mr. Kleinfeld's separation from employment, Arconic and Mr. Kleinfeld have mutually agreed to the terms of his separation, including the amount of severance payable to him in connection with his separation, on the terms described in Arconic's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017. No determination was made that Mr. Kleinfeld's termination was for "Cause".

EXHIBIT 12

Arconic and subsidiaries
Computations of Ratio of Earnings to Fixed Charges and
Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends
(in millions, except ratios)

Six months ended June 30,	2017
Earnings	
Income from continuing operations before income taxes	$ 753
Noncontrolling interests share of earnings of majority-owned subsidiaries without fixed charges	—
Equity income	—
Fixed charges added to earnings	306
Distributed income of less than 50 percent-owned persons	—
Amortization of capitalized interest:	
Consolidated	6
Proportionate share of 50 percent-owned persons	—
Total earnings	$1,065
Fixed Charges	
Interest expense:	
Consolidated	$ 298
Proportionate share of 50 percent-owned persons	—
	$ 298
Amount representative of the interest factor in rents:	
Consolidated	$ 8
Proportionate share of 50 percent-owned persons	—
	$ 8
Fixed charges added to earnings	$ 306
Interest capitalized:	
Consolidated	$ 13
Proportionate share of 50 percent-owned persons	—
	$ 13
Preferred stock dividend requirements of majority-owned subsidiaries	—
Total fixed charges	$ 319
Pretax earnings required to pay preferred stock dividends*	53
Combined total fixed charges and preferred stock dividends	$ 372
Ratio of earnings to fixed charges	3.3
Ratio of earnings to combined fixed charges and preferred stock dividends	2.9

* Based on U.S. statutory rate of 35%

EXHIBIT 15

August 2, 2017

Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

RE: Arconic Inc.

Commissioners:

We are aware that our report dated August 2, 2017 on our review of interim financial information of Arconic Inc. and its subsidiaries (Arconic) for the three- and six- month periods ended June 30, 2017 and 2016 and included in Arconic's quarterly report on Form 10-Q for the quarter ended June 30, 2017 is incorporated by reference in its Registration Statement on Form S-8 (Nos. 333-32516, 333-106411, 333-128445, 333-146330, 333-153369, 333-155668, 333-159123, 333-168428, 333-170801, 333-182899, 333-189882, 333-203275, 333-205829, 333-209772, 333-209777, and 333-212246).

Very truly yours,

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Pittsburgh, Pennsylvania

EXHIBIT 31

Certifications

I, David Hess, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Arconic Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 2, 2017

/s/ David Hess
Name: David Hess
Title: Interim Chief Executive Officer

I, Ken Giacobbe, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Arconic Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2017

/s/ Ken Giacobbe

Name: Ken Giacobbe
Title: Executive Vice President and
Chief Financial Officer

EXHIBIT 32

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of Arconic Inc., a Pennsylvania corporation (the "Company"), does hereby certify that:

The Quarterly Report on Form 10-Q for the quarter ended June 30, 2017 (the "Form 10-Q") of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 2, 2017

/s/ DAVID HESS
Name: David Hess
Title: Interim Chief Executive Officer

Date: August 2, 2017

/s/ KEN GIACOBBE
Name: Ken Giacobbe
Title: Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Form 10-Q and shall not be considered filed as part of the Form 10-Q.