

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(RULE 13D - 101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(a)

(Amendment No. 9)*

Arconic Inc.
(Name of Issuer)

Common Stock, \$1.00 par value
(Title of Class of Securities)

03965L100
(CUSIP Number)

Christopher P. Davis, Esq.
Kleinberg, Kaplan, Wolff & Cohen, P.C.
551 Fifth Avenue, New York, New York 10176
(212) 986-6000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 9, 2017
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [] .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Elliott Associates, L.P.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

16,352,683

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

16,352,683

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

16,352,683

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.7%

14. TYPE OF REPORTING PERSON

PN

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Elliott International, L.P.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands, British West Indies

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

34,749,450

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

34,749,450

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

34,749,450

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.9%

14. TYPE OF REPORTING PERSON

PN

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Elliott International Capital Advisors Inc.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

34,749,450

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

34,749,450

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

34,749,450

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.9%

14. TYPE OF REPORTING PERSON

CO

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Christopher L. Ayers

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

USA

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

100

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

100

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

100

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

Less than 1%

14. TYPE OF REPORTING PERSON

IN

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Elmer L. Doty

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

USA

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%

14. TYPE OF REPORTING PERSON

IN

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Charles M. Hall

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

USA

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%

14. TYPE OF REPORTING PERSON

IN

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Bernd F. Kessler

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Germany

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%

14. TYPE OF REPORTING PERSON

IN

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Patrice E. Merrin

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Canada and Ireland

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%

14. TYPE OF REPORTING PERSON

IN

The following constitutes Amendment No. 9 to the Schedule 13D filed by the undersigned ("Amendment No. 9"). This Amendment No. 9 amends the Schedule 13D as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On March 9, 2017, Elliott filed a definitive proxy statement with the Commission to solicit proxies to elect individuals to the Issuer's Board at the Issuer's Annual Meeting. A copy of the definitive proxy statement is available on the SEC website (<http://www.sec.gov>) and at www.newarconic.com.

Item 5. Interest in Securities of the Issuer.

Item 5(a) is hereby amended and restated to read as follows:

(a) **As of the close of business on March 10, 2017, Elliott, Elliott International and EICA collectively have combined economic exposure in the Issuer of approximately 13.2% of the shares of Common Stock outstanding.**

The aggregate percentage of Common Stock reported owned by each person named herein is based upon 440,535,657 shares of Common Stock outstanding as of February 23, 2017, which is the total number of shares of Common Stock outstanding as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 28, 2017.

As of the close of business on March 10, 2017, Elliott beneficially owned 16,352,683 shares of Common Stock, constituting approximately 3.7% of the shares of Common Stock outstanding.

As of the close of business on March 10, 2017, Elliott International beneficially owned 34,749,450 shares of Common Stock, constituting approximately 7.9% of the shares of Common Stock outstanding. EICA, as the investment manager of Elliott International, may be deemed to beneficially own the 34,749,450 shares of Common Stock beneficially owned by Elliott International, constituting approximately 7.9% of the shares of Common Stock outstanding.

Collectively, Elliott, Elliott International and EICA beneficially own 51,102,133 shares of Common Stock, constituting approximately 11.6% of the shares of Common Stock outstanding.

Collectively, Elliott, Elliott International and EICA have economic exposure comparable to approximately 1.6% of the shares of Common Stock outstanding pursuant to the Derivative Agreements, as disclosed in Item 6.

As of the close of business on March 10, none of the Nominees, other than Mr. Ayers directly owns any securities of the Issuer. As of the close of business on March 10, 2017, Mr. Ayers beneficially owns 100 shares of Common stock, constituting less than 1% of the shares of Common Stock outstanding.

Each of the Reporting Persons, as a member of a "group" with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), may be deemed to beneficially own the securities of the Issuer owned by the other Reporting Persons. The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that he or it does not directly own.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 as it relates to Larry A. Lawson is hereby amended and restated to read as follows:

On January 31, 2017, Elliott entered into a Consulting Agreement (the "Consulting Agreement") with Larry A. Lawson. The Consulting Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference. Elliott has engaged Mr. Lawson as a consultant based on the belief that Mr. Lawson should be a leading candidate for the Board to consider to become the Company's CEO. Mr. Lawson most recently served as President, Chief Executive Officer and a director of Spirit AeroSystems, the largest Tier 1 designer and manufacturer of metal and carbon fiber aero-structures for commercial and military aircraft, from April 2013 through July 2016. During his time leading Spirit AeroSystems and in prior positions with Lockheed Martin Corporation and its predecessor companies, Mr. Lawson gained extensive executive leadership experience with multinational aerospace and manufacturing companies, and significant knowledge relative to aircraft manufacturing, business development, engineering operations, international marketing and performance-based logistics. Elliott has engaged Mr. Lawson, at its own expense, because it understands the value of finding a highly-in-demand operating executive with such a superb track record and directly relevant experience who would be available to lead the kind of turnaround necessary at Arconic.

Pursuant to the Consulting Agreement, Mr. Lawson has agreed to perform certain consulting, advisory and other services to Elliott, including with respect to Elliott International's nomination of the Nominees for election to the Board and the anticipated proxy solicitation in connection therewith. In February, the parties clarified that those services are limited to providing information to Elliott, Arconic's shareholders, proxy advisory services and/or the public concerning Mr. Lawson's prospective service as a CEO of Arconic, and how he believes he could improve Arconic's performance. The parties also agreed that Elliott was not asking Mr. Lawson to, and that Mr. Lawson would not: provide, use, or rely upon any trade secrets or confidential information belonging to Spirit AeroSystems or any information he obtained during his tenure at Spirit AeroSystems; provide or disclose to Elliott, or analyze for Elliott, information regarding the manufacture, fabrication, maintenance, repair, overhaul, or modification of aerostructures and aircraft components; assist with the ownership, management, operation, or control of Arconic; advise Elliott concerning Arconic's relationship with Spirit AeroSystems, including but not limited to any potential competition with Spirit AeroSystems; or provide, use, or rely upon any information inconsistent with Mr. Lawson's obligations under any agreements with Spirit AeroSystems. Elliott has agreed to pay Mr. Lawson \$100,000 per calendar month during the term of the agreement, which is to expire on May 31, 2017; provided, that (i) Mr. Lawson may terminate the Consulting Agreement immediately upon written notice to Elliott, (ii) following May 31, 2017 and the payment of the fee due on August 1, 2017 (if applicable and as explained further below), Elliott may terminate the Consulting Agreement immediately upon written notice to Mr. Lawson, and (iii) unless written notice of non-renewal is provided prior to the expiration of the then effective term, the Consulting Agreement shall automatically extend for successive periods of three calendar months. Further, Elliott has agreed to pay Mr. Lawson a lump sum of \$1,000,000 on the date of such agreement, and if Mr. Lawson becomes the Chief Executive Officer of the Company on or prior to July 31, 2017, Mr. Lawson is required to use the after-tax proceeds from such lump sum payment to purchase shares of Common Stock on the public market within fifteen (15) days of such date, subject to applicable trading restrictions imposed by the Company. Elliott has also agreed to pay Mr. Lawson an additional fee of \$3,000,000 on August 1, 2017 to the extent he is not named as Chief Executive of the Company on or prior to July 31, 2017.

In connection with the Consulting Agreement, Elliott and Mr. Lawson also entered into an Indemnification Agreement pursuant to which Elliott has agreed to indemnify Mr. Lawson for certain potential claims, losses and expenses. The Indemnification Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

99.1 Consulting Agreement

99.2 Indemnification Agreement

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information with respect to it set forth in this statement is true, complete, and correct.

Dated: March 10, 2017

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., as General Partner

By: Braxton Associates, Inc., as General Partner

By: /s/ Elliot Greenberg
Elliot Greenberg,
Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott International Capital Advisors Inc.,

as Attorney-in-Fact

By: /s/ Elliot Greenberg
Elliot Greenberg,
Vice President

ELLIOTT INTERNATIONAL CAPITAL ADVISORS INC.

By: /s/ Elliot Greenberg
Elliot Greenberg,
Vice President

By: /s/ Elliot Greenberg
Elliot Greenberg,
As attorney-in-fact for Christopher L. Ayers, Elmer L. Doty,
Charles M. Hall, Bernd F. Kessler, and Patrice E. Merrin

CONSULTING AGREEMENT

This Consulting Agreement (this "*Agreement*"), dated as of January 31, 2017, by and among Elliott Associates, L.P., a Delaware limited partnership ("*Elliott Associates*"), Elliott International, L.P., a Cayman Islands limited partnership ("*Elliott International*"), and together with Elliott Associates, "*Elliott*", and Larry A. Lawson ("*Consultant*").

WHEREAS, Elliott desires to retain Consultant to perform certain consulting, advisory and other services more specifically described below for Elliott, and Consultant desires to perform such services for Elliott upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section. 1. Retention of Consultant. Elliott hereby retains Consultant as an advisor and consultant to Elliott and Consultant hereby accepts such retention by Elliott, upon the terms and subject to the conditions of this Agreement.

Section. 2. Services. During the Term (as hereinafter defined), Consultant shall provide to Elliott general advisory and professional consulting services (the "*Services*"), including, but not limited to, in connection with Elliott's nomination of individuals for election to the board of directors of Arconic Inc., a Pennsylvania corporation ("*Arconic*"), at the 2017 annual meeting of shareholders of Arconic. The duties required of Consultant will be consistent in level with a person of Consultant's background and experience. During the Term, Consultant will report directly to Jonathan Pollock.

Section. 3. Fees. For performance of the Services, Elliott shall pay Consultant

(a) a consulting fee of \$100,000 per calendar month (the "*Fee*"), payable on the first day of each calendar month during the Term, commencing February 1, 2017;

(b) a supplemental fee of \$1,000,000 (the "*Supplemental Fee*"), payable in a lump sum on the date hereof; and

(c) an additional fee of \$3,000,000 (the "*Additional Fee*"), payable on August 1, 2017 in the event that Consultant is not the chief executive officer of Arconic on or prior to July 31, 2017.

(d) If on or prior to July 31, 2017, Consultant is the chief executive officer of Arconic, Consultant shall, within fifteen days of becoming the chief executive officer of Arconic, use an amount equal to the net after-tax proceeds to Consultant from the Supplemental Fee to purchase common stock of Arconic on the public market, subject to any applicable trading restrictions imposed by Arconic, in which case Consultant shall use such funds to purchase Arconic common stock within the first fifteen days of trading permitted under applicable Arconic trading restrictions.

Section. 4. Nature and Relationship.

(a) Consultant undertakes and shall be responsible to perform the Services as specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement or be enforceable against Consultant. Consultant shall perform the Services diligently and in a professional and workmanlike manner to meet the results and accomplish the tasks reasonably requested by Elliott. Consultant agrees to devote the amount of time in performance of the Services as may reasonably be agreed between Consultant and Elliott, provided that the foregoing shall not impair Consultant from performing any services pursuant to the Retirement and Consulting Agreement and General Release, dated June 7, 2016 between Spirit Aerosystems Inc. and Consultant. Consultant may have other business activities and perform services for other entities, provided that they do not materially interfere with the Services.

(b) Each of Elliott and Consultant acknowledges (i) that Consultant is not acting as an agent of Elliott or in a fiduciary capacity with respect to Elliott and that Consultant is not assuming any duties or obligations to Elliott other than those expressly set forth in this Agreement and (ii) that Elliott is not assuming any duties or obligations to Consultant other than those expressly set forth in this Agreement and the Indemnification Agreement (as defined below). Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency. Consultant shall perform all Services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties to this Agreement or any affiliates or subsidiaries thereof.

(c) Consultant shall not have the power to bind Elliott to any obligation to a third party.

(d) Consultant shall not have any authority nor responsibility for the management of Elliott, and shall be responsible only for such tasks as are specifically and reasonably assigned to Consultant.

Section. 5. Business Expenses. Elliott shall reimburse Consultant, for all reasonable and necessary, documented out-of-pocket expenses incurred by Consultant directly related to Consultant's performance of the Services, including, without limitation, reimbursement for reasonable travel expenses (at least business-class) and legal fees (any such expenses, "*Reimbursable Expenses*"). Any Reimbursable Expense (or series of related Reimbursable Expenses) to be incurred by Consultant in an amount over \$25,000 must be pre-approved in writing by Elliott, which approval will not be unreasonably withheld, conditioned or delayed.

Section. 6. Taxes. Consultant shall duly and timely comply with all applicable laws relating to the collection or withholding and reporting and remittance of any and all federal, state or local taxes, charges or fees (the "*Taxes*") resulting from the receipt of the Fee hereunder and any other benefits provided to him by Elliott. Elliott shall not withhold Taxes on behalf of Consultant.

Section. 7. Term and Termination.

(a) *Term and Termination.* The engagement of Consultant hereunder shall commence on the date hereof and shall expire on May 31, 2017; provided that (i) Consultant may terminate this Agreement immediately upon written notice to Elliott, (ii) following May 31, 2017 and payment of the Additional Fee, Elliott may terminate this Agreement immediately upon written notice to Consultant and (iii) unless written notice of non-renewal is provided prior to the expiration of the then effective Term (upon which notice the Term shall expire at its then scheduled conclusion), this Agreement shall automatically extend for successive periods of three calendar months. For purposes hereof, "Term" shall mean the period of time starting on (and including) date hereof until (and including) the date of termination.

(b) *Payments upon Termination.* Upon the termination of this Agreement for any reason, Elliott will promptly pay to Consultant the Supplemental Fee if not yet paid, the Additional Fee if due and not yet paid and any accrued and unpaid Fees owed to Consultant for Services rendered prior to the termination of this Agreement, and reimburse Consultant for any Reimbursable Expenses not theretofore reimbursed.

(c) *Survival.* Sections 7 through 21 hereof shall survive the expiration or termination of this Agreement. Section 3(c) shall survive termination or non-renewal of this Agreement by Elliott at any time or by Consultant on or after July 31, 2017.

Section. 8. Indemnification. Elliott agrees to indemnify Consultant as set forth in that certain Indemnification Agreement (the "*Indemnification Agreement*"), by and between Elliott and Consultant, dated as of the date hereof.

Section. 9. Non-Disclosure; Non-Use.

(a) Consultant acknowledges and agrees to hold in strict confidence and not use or disclose to third parties any and all information Consultant receives from or on behalf of Elliott or any of its agents or representatives or information developed by Consultant based upon such information (collectively, "*Confidential Information*") , except for (a) information which was public at the time of disclosure or becomes part of the public domain without disclosure by Consultant, (b) information which Consultant learns from a third party (other than Elliott or its agents or representatives) which does not have a legal, contractual or fiduciary obligation of confidentiality to Elliott or its agents or representatives or (c) information which is required to be disclosed by applicable law; provided, that in the event of any required disclosure pursuant to this clause (c), Consultant hereby agrees to notify Elliott promptly so that Elliott may seek a protective order or other appropriate remedy or, in Elliott's sole discretion, waive compliance with the terms of this Section 9; provided, further, that in the event that no such protective order or other remedy is obtained, or that Elliott waives compliance with the terms of this Section 9, Consultant further agrees to furnish only that portion of the Confidential Information which Consultant is advised by counsel is legally required and will cooperate with Elliott's efforts, to obtain assurance that confidential treatment will be accorded to the Confidential Information.

(b) Consultant agrees that he will use all Confidential Information solely for the purpose of fulfilling his obligations and responsibilities hereunder, and will not use any such Confidential Information for any other purpose whatsoever. Following the expiration or termination of this Agreement, Consultant shall not use, directly or indirectly, any Confidential Information.

(c) To the extent Consultant receives any confidential information or trade secrets of any third party which is provided to Elliott on the condition that Elliott shall treat such information confidentially, then Consultant shall safeguard such confidential information and trade secrets in a manner consistent with Elliott's obligations to such third party, but in any event shall safeguard the confidentiality of such information in a manner no less favorable than he is obligated to do in order to protect Elliott's Confidential Information.

Section. 10. Representations and Warranties of the Parties. Each party hereby represents and warrants to the other party that:

(a) *Enforceability.* This Agreement constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms.

(b) *Capacity.* Elliott represents and warrants to Consultant that it is an entity duly organized and validly existing under the laws of its jurisdiction of formation, and has all requisite power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to carry out the transactions contemplated hereby. Consultant represents and warrants to Elliott that he has the legal capacity to execute and deliver this Agreement, to perform such his obligations hereunder and to carry out the transactions contemplated hereby.

Section. 11. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given to such party,

if to Elliott, to:

Elliott Associates, L.P.
40 West 57th Street
New York, New York 10019
Attn: Dave Miller, Austin Camporin, and Adam Katz
Fax: (212) 586-9429
Email: dmiller@elliottmgmt.com; acamporin@elliottmgmt.com; akatz@elliottmgmt.com

with a copy to (which copy shall not constitute notice hereunder):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attn: Maurice M. Lefkort, Esq. and Michael A. Schwartz, Esq.
Fax: (212) 728-8111
Email: mlefkort@willkie.com; mschwartz@willkie.com

if to Consultant, to:

Larry A. Lawson
100 Beach Road
Jupiter, FL 33469
email: llawson333@gmail.com

with a copy to (which copy shall not constitute notice hereunder):

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attn: Richard M. Brand, Joshua A. Apfelroth, and Gillian Emmett Moldowan
Fax: (212) 504-6666
Email: richard.brand@cwt.com; joshua.apfelroth@cwt.com; gillian.moldowan@cwt.com

or such other mailing address, telecopy number or email address as such party may hereafter specify for the purpose by notice to the other party hereby given in accordance with this Section 11. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section 11.

Section. 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

Section. 13. Code Section 409A. It is the intent of the parties that this Agreement not violate any applicable provision of, or result in any additional tax, interest or penalty under, Section 409A of the Internal Revenue Code ("Section 409A"), and that to the extent any provisions of this Agreement do not comply with or are not exempt from Section 409A, the parties will make such changes as are mutually agreed upon in order to comply with or obtain an exemption from Section 409A. Any reimbursement to Consultant pursuant to this Agreement will be made reasonably promptly following Consultant's submission of a request for reimbursement and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, and any reimbursement in a taxable year of Consultant will not affect any reimbursement in another taxable year of Consultant nor be subject to liquidation or exchange for another benefit. Any series of payments will be considered separate payments for the purposes of Section 409A. For purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute nonqualified deferred compensation under Section 409A upon or following a termination of services or the end of the Term, no such event will be deemed to have occurred unless such termination or end of the Consulting Period is also a "separation from service" within the meaning of Section 409A. Any payment or reimbursement for taxes shall be paid to Consultant promptly after such obligation is incurred, but in no event later than the end of the calendar year next following the calendar year in which the tax is paid by Consultant. In addition, in the event Consultant incurs expenses due to a tax audit or litigation addressing the existence or amount of a tax liability covered under the indemnity provisions of the Indemnification Agreement, Elliott shall promptly reimburse Consultant after such amounts are incurred, but in no event later than end of the calendar year next following the calendar year in which the taxes that are subject to the audit or investigation are remitted by Consultant to the taxing authority, or if, as a result of such audit or investigation no taxes are remitted, not later than the end of the calendar year following the calendar year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation.

Section. 14. Waiver of Breach. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section. 15. Entire Agreement; Amendments. This Agreement and the Indemnification Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements or understandings between the parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the parties.

Section. 16. Assignment. This Agreement is personal in its nature and Consultant shall not assign or transfer this Agreement or any rights or obligations hereunder. Elliott may assign this Agreement to any affiliate of Elliott, without the consent of Consultant, provided that Elliott shall guarantee any payments due hereunder. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and permitted assigns.

Section. 17. Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter.

Section. 18. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section. 19. Severability. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under applicable law. Accordingly, if any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section. 20. Jurisdiction, Remedies Etc.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if such court lacks jurisdiction, the Supreme Court of the State of New York in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement. Each of the parties hereto hereby irrevocably and unconditionally agrees that jurisdiction and venue in such courts would be proper, and hereby waive any objection that such courts are an improper or inconvenient forum. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any related agreement in any such courts. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT.

Section. 21. Mutual Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

* * * * *

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., its
General Partner

By: Braxton Associates, Inc., its General
Partner

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott International Capital Advisors Inc.,
as Attorney-in-Fact

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

/s/ Larry A. Lawson
Name: Larry A. Lawson

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT, dated as of January 31, 2017 (this "Agreement"), by and among Elliott Associates, L.P., a Delaware limited partnership ("Elliott Associates"), Elliott International, L.P., a Cayman Islands limited partnership ("Elliott International"), and together with Elliott Associates, "Elliott", and Larry A. Lawson ("Consultant").

WHEREAS, pursuant to that certain Consulting Agreement, by and between Elliott and the Consultant, dated as of the date hereof (the "Consulting Agreement"), Elliott has asked and Consultant has agreed to serve as a consultant for Elliott.

NOW, THEREFORE, in consideration of the foregoing and with the understanding on the part of Elliott that Consultant is relying on this Agreement in entering into the Consulting Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Consulting Agreement. As used in this Agreement, the following terms shall have the meanings indicated below:

"Claim" means any threatened, pending or completed action, suit, audit, tax assessment or proceeding (whether civil, criminal, administrative, formal or informal, investigative or other), or setoff or failure to pay amounts otherwise due and payable, whether instituted by Elliott, the Company or any other party, or any inquiry or investigation that Consultant in good faith believes might lead to the institution of any such action, suit or proceeding, setoff or failure to pay.

"Company" means Arconic Inc.

"Expenses" means all reasonable attorneys' fees and all other reasonable fees, costs, expenses and obligations paid or incurred, including without limitation, investigating, defending or participating (as a party, witness or otherwise), in (including on appeal), or preparing to defend or participate in, any Claim relating to any Indemnifiable Event (as defined below), including the costs and expenses of Consultant seeking enforcement of this Agreement, in each case except to the extent arising out of or resulting from Consultant's willful misconduct (provided that in no event shall the following be deemed to be willful misconduct: (x) Consultant's entering into the Consulting Agreement or agreeing to be named as a candidate for Chief Executive Officer of Arconic, or (y) any action taken at the direction of Elliott or on the written advice of Elliott's counsel).

"Indemnifiable Event" means any event or occurrence relating to or directly or indirectly arising out of, or any action taken or omitted to be taken in connection with, the Services, Elliott's solicitation of proxies from shareholders of the Company in support of the election of certain individuals to the board of directors of the Company, Elliott's announcement of its intention to propose Consultant as an employee, officer or director of the Company, including any breach or alleged breach of any non-competition or non-solicitation obligations or any other restrictive covenants to which Consultant is subject pursuant to any agreement with Spirit AeroSystems Holdings, Inc. or its affiliates ("Spirit") related to the foregoing, except to the extent arising out of or resulting from Consultant's willful misconduct (provided that in no event shall the following be deemed to be willful misconduct: (A) Consultant's entering into the Consulting Agreement or agreeing to be named as a candidate for Chief Executive Officer of Arconic, or (B) any action taken at the direction of Elliott or on the written advice of Elliott's counsel).

"Indemnified Taxes" means the sum of (a) amount by which (i) taxes, penalties or interest under federal, state or local law imposed on or assessed against Consultant arising out of or related to (x) forfeiture, cancellation, clawback or recoupment of any compensation or benefit from Spirit related to or arising out of any Indemnifiable Event, (y) any arrangement between Elliott and Spirit or Elliott and the Company, or (z) any receipt by Consultant of payments from Elliott under paragraphs 3 or 4 of this Agreement exceeds (ii) the taxes, penalties or interest under federal, state or local law that Consultant would have been subject to had Consultant received the Remaining Payments (as defined below) and vested in the Unvested Awards (as defined below) and sold such Unvested Awards on the date of vesting, plus (b) an additional amount to pay all taxes, penalties or interest on amounts received pursuant to the preceding clause (a), such that Consultant shall have no after-tax costs as a result of this Agreement.

"Loss or Losses" means any and all damages, judgments, fines, penalties, amounts paid or payable in settlement, deficiencies, losses, Indemnified Taxes and Expenses (including all interest, assessments, and other charges paid or payable in connection with or in respect of such Losses), amounts due to Consultant and setoff or not paid by a third party, to the extent arising out of an Indemnifiable Event.

2. Indemnification. Without duplication of amounts payable pursuant to Section 3 or 4:

(a) In the event Consultant was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a Claim by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) an Indemnifiable Event, Elliott, to the fullest extent permitted by applicable law, shall indemnify and hold harmless Consultant from and against any and all Losses suffered, incurred or sustained by Consultant or to which Consultant becomes subject, resulting from, arising out of or relating to such Claim (it being understood and agreed that except as provided in Section 2(c) with respect to Expenses, reimbursements of any such Losses payable hereunder shall be made as soon as practicable but in any event no later than 10 days after written request is made to Elliott accompanied by supporting documentation). Consultant shall give Elliott written notice of any Claim (accompanied by such reasonable supporting documentation as may be in Consultant's possession) as soon as practicable after Consultant becomes aware thereof; provided, that the failure of Consultant to give such notice shall not relieve Elliott of its indemnification obligations under this Agreement, except to the extent that such failure prejudices the rights of Elliott.

(b) In the case of the commencement of any Claim against Consultant in respect of which he may seek indemnification from Elliott hereunder, Elliott will be entitled to participate therein, including, without limitation, with respect to the negotiation and approval of any settlement of such action. To the extent that Elliott may wish to assume the defense of any Claim against Consultant in respect of which Consultant may seek indemnification from Elliott hereunder, Elliott shall provide Consultant with written notice of Elliott's election to so assume the defense of such Claim. Such notice shall include Elliott's written acknowledgment that such Claim is subject to indemnification under the terms of this Agreement. If Elliott assumes such defense, (i) Consultant shall have the right to participate in the defense thereof and to employ counsel, reasonably acceptable to Elliott, at Elliott's expense, separate from the counsel employed by Elliott and (ii) Elliott shall keep Consultant advised of the status of such Claim and the defense thereof on a reasonably current basis. Subject to the immediately preceding sentence, from and after such election by Elliott to assume defense of a Claim, Elliott will not be liable to Consultant under this Agreement for any Expenses subsequently incurred by Consultant in connection with the defense thereof other than reasonable costs of investigation and preparation therefor (including, without limitation, appearing as a witness and reasonable fees and expenses of legal counsel in connection therewith). If in any action for which indemnity may be sought hereunder Elliott shall not have assumed the defense thereof with counsel reasonably satisfactory to Consultant, or Consultant shall have been advised by his counsel that it would be reasonably likely to constitute a conflict of interest for the same counsel to represent both Consultant and Elliott in such action, or if Consultant has been advised by counsel that Consultant has separate or additional defenses than those available to Elliott with regard to such action, Consultant shall have the right to employ his own counsel reasonably satisfactory to Elliott in such action, in which event Elliott shall pay such counsel directly for all reasonable legal fees and expenses incurred by Consultant in connection with the defense thereof. Elliott shall in no event be liable for any settlement of any action effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Elliott shall not settle any Claim in any manner that would impose any expense, penalty, obligation or limitation on Consultant, or would contain language (other than a recitation of any amounts to be paid in settlement) that could reasonably be viewed as an acknowledgment of wrongdoing on the part of Consultant or as materially detrimental to the reputation of Consultant, without Consultant's prior written consent (which consent shall not be unreasonably withheld).

(c) Consultant's right to indemnification pursuant to this Section 2 shall include the right of Consultant to be advanced by Elliott any Expenses incurred in connection with any Indemnifiable Event as such expenses are incurred by Consultant; provided, however, that all amounts advanced in respect of such Expenses shall be repaid to Elliott by Consultant to the extent it shall ultimately be determined in a final judgment that Consultant is not entitled to be indemnified for such Expenses, and Consultant shall provide a written undertaking to repay such amounts if and to the extent he is ultimately found not to be entitled to be indemnified for such Expenses.

(d) Notwithstanding any other provision of this Agreement to the contrary, the indemnity and expense reimbursement obligations of Elliott provided by this Agreement, including Sections 3 and 4, will not apply to any event or occurrence arising out of Consultant's acceptance of, or service as, an employee or director of the Company, including and following such acceptance.

3. Remaining Payments.

(a) Consultant represents and warrants to Elliott that Consultant is entitled to the following payments and benefits from Spirit: (i) \$1,115,000 with respect to a 2016 bonus under the short-term incentive program maintained pursuant to and in accordance with the Spirit Aerosystems Holdings, Inc. 2014 Omnibus Incentive Plan payable before February 15, 2017; (ii) \$231,000 in consulting fees payable in equal bi-monthly installments from the date hereof through August 1, 2018; (iii) \$686,000 in respect of separation payments payable in equal bi-monthly installments from the date hereof through August 1, 2017; and (iv) fully paid health coverage through July 31, 2017 with a value of \$10,000 (collectively, the "Remaining Payments").

(b) In the event that Spirit fails to make a timely payment of any Remaining Payment as a result of an Indemnifiable Event, upon written notice from Consultant, Elliott shall within three business days pay to Consultant a cash amount equal to all Remaining Payments that remain unpaid as of the date Spirit fails to make a timely payment.

4. LTIP Awards.

(a) Consultant represents and warrants to Elliott that Consultant is entitled to continue to vest (as if he were an active employee of Spirit) in the awards previously granted to him under the Spirit Aerosystems Holdings, Inc. Amended and Restated Long-Term Incentive Plan and the long-term incentive program maintained pursuant to and in accordance with the Spirit Aerosystems Holdings, Inc. 2014 Omnibus Incentive Plan, all as set forth on Exhibit A (the "Unvested Awards"). Such Unvested Awards are currently due to vest on the following schedule: 31,374 Unvested Awards on February 7, 2017 (the "February 7, 2017 Awards"); 39,281 Unvested Awards on February 28, 2017 (the "February 28, 2017 Awards"); 64,010 Unvested Awards on May 6, 2017 (the "May 6, 2017 Awards"); 85,126 Unvested Awards on May 8, 2017 (the "May 8, 2017 Awards"); 78,861 Unvested Awards on February 7, 2018 (the "February 7, 2018 Awards"); 39,287 Unvested Awards on February 28, 2018 (the "February 28, 2018 Awards"); 31,370 Unvested Awards on February 9, 2019 (the "February 9, 2019 Awards"); and 39,287 Unvested Awards on February 28, 2019 (the "February 28, 2019 Awards").

(b) In the event, (i) the February 7, 2017 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on February 7, 2017, Elliot shall pay to Consultant a cash amount equal to \$1,868,321.70 on such date, (ii) the February 28, 2017 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on February 28, 2017, Elliot shall pay to Consultant a cash amount equal to \$2,339,183.55 on such date, (iii) the May 6, 2017 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on May 6, 2017, Elliot shall pay to Consultant a cash amount equal to \$3,811,795.50 on such date, (iv) the May 8, 2017 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on May 8, 2017, Elliot shall pay to Consultant a cash amount equal to \$5,069,253.30 on such date, (v) the February 7, 2018 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on February 7, 2018, Elliot shall pay to Consultant a cash amount equal to \$4,696,172.55 on such date, (vi) the February 28, 2018 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on February 28, 2018, Elliot shall pay to Consultant a cash amount equal to \$2,339,540.85 on such date, (vii) the February 9, 2019 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on February 9, 2019, Elliot shall pay to Consultant a cash amount equal to \$1,868,083.50 on such date and (viii) the February 28, 2019 Awards do not vest in full and become the unrestricted property of Consultant as a result of an Indemnifiable Event, on February 28, 2019, Elliot shall pay to Consultant a cash amount equal to \$2,339,540.85 on such date.

5. Partial Indemnity; No Evading of Obligations. If Consultant is entitled under any provision of this Agreement to indemnification by Elliott for some or a portion of any Loss, but not for all of the total amount thereof, Elliott shall nevertheless indemnify Consultant, subject to the terms and conditions hereof, for the portion thereof to which Consultant is entitled. Elliott agrees not to take any action for the sole purpose of evading its obligations under this Agreement.

6. No Presumptions. For purposes of this Agreement, the termination of any claim, action, suit or proceeding, by judgment, order or settlement (whether with or without court approval), shall not create a presumption that Consultant did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

7. Nonexclusivity, Etc. The rights of Consultant hereunder shall be in addition to any other rights, if any, Consultant may have under any by-law, insurance policy, applicable law, or otherwise.

8. Amendment, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

9. Subrogation.

(a) In the event of payment under this Agreement, Elliott shall be subrogated to the extent of such payment to all of the rights of recovery of Consultant, and Consultant shall execute all papers reasonably required and shall do everything reasonably requested by Elliott that may be necessary to secure such rights, including the execution of such documents reasonably necessary to enable Elliott to bring suit to enforce such rights and the reasonable provision of testimony and documentary evidence.

(b) For purposes of any subrogated claim, as between Elliott and any other source of indemnification or insurance, it is the intention of the parties that such other indemnification or insurance shall be primary and the obligations of Elliott hereunder shall be secondary.

10. No Duplication of Payments. Elliott shall not be liable under this Agreement to make any payment in connection with a Claim made against Consultant to the extent Consultant has otherwise actually received payment (under any insurance policy, by-law or otherwise) of the amounts otherwise indemnifiable hereunder; provided, that if Consultant for any reason is required to disgorge any payment actually received by him, Elliott shall, to the extent such Claim is subject to indemnification hereunder, be obligated to pay such amount to Consultant in accordance with the other terms of this Agreement (i.e., disregarding the terms of this Section 10).

11. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given to such party,

if to Elliott, to:

Elliott Associates, L.P.

40 West 57th Street

New York, New York 10019

Attn: Dave Miller, Austin Camporin, and Adam Katz

Fax: (212) 586-9429

Email: dmiller@elliottmgmt.com; acamporin@elliottmgmt.com; akatz@elliottmgmt.com

with a copy to (which copy shall not constitute notice hereunder):

Willkie Farr & Gallagher LLP

787 Seventh Avenue

New York, New York 10019

Attn: Maurice M. Lefkort, Esq. and Michael A. Schwartz, Esq.

Fax: (212) 728-8111

Email: mlefkort@willkie.com; mschwartz@willkie.com

if to Consultant, to:

Larry A. Lawson

100 Beach Road

Jupiter, FL 33469

Email: llawson333@gmail.com

with a copy to (which copy shall not constitute notice hereunder):

Cadwalader, Wickersham & Taft LLP

200 Liberty Street

New York, New York 10281

Attn: Richard M. Brand, Joshua A. Apfelroth, and Gillian Emmett Moldowan

Fax: (212) 504-6666

Email: richard.brand@cwt.com; joshua.apfelroth@cwt.com; gillian.moldowan@cwt.com

or such other mailing address, telecopy number or email address as such party may hereafter specify for the purpose by notice to the other party hereby given in accordance with this Section 11. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section 11.

12. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought in the state courts of the State of New York located in New York County, or in the United States District Court for the Southern District of New York, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth or referred to in Section 11, such service to become effective ten days after such mailing.

13. Execution by Counterparts/Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed by facsimile or PDF.

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ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., its
General Partner

By: Braxton Associates, Inc., its General
Partner

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott International Capital Advisors Inc.,
as Attorney-in-Fact

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

/s/ Larry A. Lawson
Name: Larry A. Lawson

EXHIBIT A
UNVESTED LTIP/ OIP LTIP AWARDS

Year of Award	Unvested Shares as of July 31, 2016
2013	64,010
2014	85,126
2015	110,235
2016	149,225
TOTAL	408,596