

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (“**Agreement**”) is made as of the last date of execution below (the “**Effective Date**”) by and between **FIRTH RIXSON, INC.** (“**OWNER**”) and **NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**, an executive agency of the State of New York, having its offices at 625 Broadway, Albany, NY 12233-0001 (“**DEC**”; together with Owner, the “**Parties**”; each, a “**Party**”).

WHEREAS, Owner owns the real property identified as 181 Mckee Road, Rochester, NY 14611, commonly known as “Rochester Operations” (the “**Property**”).

WHEREAS, pursuant to Environmental Conservation Law (ECL) Article 27 § 1309(3)-(4) and ECL Article 27 § 1313(8), DEC and its contractors have the authority to enter onto the Property for, *inter alia*, the purpose of investigating hazardous waste contamination;

WHEREAS, DEC has requested the limited right to access the Property solely for the purpose of installing a monitoring well and for the periodic collection of groundwater samples from such well, to the extent necessary to investigate contamination originating from an adjacent property (“**Work**”); and

WHEREAS, the Owner is willing to grant DEC access to the Property for the limited purpose of conducting the Work;

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as set forth below.

1. Grant of Access: Subject to the terms of this Agreement, Owner hereby grants temporary non-exclusive access to the Property to DEC and DEC’s authorized representatives and agents (including its consultants, contractors, and their respective employees) solely for the purpose of conducting the Work, and for no other purpose.

2. Commencement Date and Term: The Agreement shall commence on the Effective Date and shall terminate one (1) year thereafter, unless terminated by the Owner on an earlier date (the “**Term**”); provided however that the Term of the Agreement may be extended upon the written consent of the Owner, which consent shall not be unreasonably withheld. Any Work or activities performed by DEC, its agents, servants, employees, contractors, and subcontractors shall not, to the extent commercially reasonable, interfere with Owner’s use of the Property. DEC or DEC’s representatives shall at the conclusion of the Work or within thirty (30) days of the termination of this Agreement, whichever is earlier, remove all equipment, restore the Property, including any damage to improvements or personal property of Owner as a result of the Work, and properly close, abandon and seal the monitoring well.

3. Performance of Work. The Work shall be performed in a good and workmanlike manner at DEC’s sole cost and expense. DEC, at its sole cost and expense, shall obtain all required subsurface utility markouts and other approvals required to perform the Work. The Owner shall have the right to, but is not obligated to, have representatives present during each such access to the Property to observe all DEC’s Work and any activities related thereto in a manner that will not unreasonably interfere with the Work. Upon reasonable notice to DEC, the Owner reserves the right to collect its own samples from

the monitoring well at any time and to collect split samples during any sampling event conducted by DEC on the Property.

4. Time and Notice of Entry. Entry and Work permitted under this Agreement shall be conducted during the week (Monday through Friday) during the hours of 9:00 am to 5:00 pm ET, unless otherwise agreed to in writing by Owner. DEC shall provide Owner with at least five (5) business days written notice prior to accessing the Property. DEC's notice shall identify each person that will enter the Property; the date and estimated time upon which entry shall commence and be completed; the nature, location and extent of the specific work to be performed; and the estimated duration of entry. The notice requesting access shall be sent via e-mail to Dillon.Hinen@howmet.com.

5. Compliance with Laws. All work and activities of DEC on the Property shall be conducted in accordance with standards customarily employed in the industry and in compliance with applicable governmental laws, rules, and regulations. DEC shall cause any persons working for DEC, and any contractors or subcontractors that shall have access to the Property pursuant to this Agreement to comply with all applicable laws and regulations in the performance of the Work.

6. Property Condition. DEC shall restore the Property to the extent disturbed by the Work to as close to its condition existing at the time Work began as is possible. DEC shall be fully responsible for any and all damage to existing improvements, utilities, or communications systems on the Property caused as a result of the Work. DEC shall properly close and abandon the monitoring well installed on the Property pursuant to this Agreement within thirty (30) days of DEC's determination that the well is no longer needed for investigation activities or within thirty (30) days of expiration or termination of this Agreement.

7. Wastes Derived from Work. DEC shall be solely responsible for the handling, storage, removal and disposal of any and all soils, materials, debris, drill cuttings, purge water, investigative derived waste, wastes, Hazardous Materials, or materials containing Hazardous Materials regardless of concentration generated during the Work performed pursuant to this Agreement ("Waste Derived Materials"). DEC or DEC's representatives shall remove, characterize, and dispose of all Waste Derived Materials off-site promptly and within a reasonable time frame not to exceed 30 days following the staging of such materials in accordance with all applicable laws. DEC or DEC's representatives alone shall be listed as the generator of all such Waste Derived Materials on any manifests, permits, or other documentation required for the handling, storage, removal, or disposal of same.

8. Responsibility for Expenses. DEC shall be solely responsible for the cost and expense of all the Work, including, without limitation, the cost of restoring or repairing the Property due to any damage to the Property caused by or in connection with the performance of such Work, to conditions substantially similar to those existing immediately prior to such Work. Subject to the availability of lawful appropriations, and as provided by New York State's Court Of Claims Act and Section 17 of the New York State Public Officers Law, DEC hereby agrees to indemnify and hold harmless Owner for any and all causes of action in law or equity, arising directly from the negligence of DEC or its employees, agents, consultants, contractors and/or subcontractors to the extent attributable to said negligence, in the use and access of the Property for the Work. The duty to indemnify and hold harmless shall be conditioned upon delivery to the Attorney General by Owner of the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days of receipt. DEC, for and on behalf of its employees, agents, consultants, contractors, and subcontractors hereby releases Owner from any liability directly arising from the use and access of the Premises to the extent said liability is directly attributable to the negligence of DEC or its employees, agents, consultants, contractors, and

subcontractors. The provisions of this Paragraph 8 shall survive any expiration or termination of this Agreement.

9. Liens and Claims. In no event shall DEC, its employees, contractors, subcontractors or agents create, or permit there to be established by virtue of any act or omission of same, any lien or encumbrance of any nature against the Property or any portion thereof in relation to the Work.

10. Insurance. During the term of this Agreement, DEC shall cause its contractor or contractors to procure and maintain at its own cost and expense the following minimum insurance coverages:

Coverage	Limits
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$5,000,000 per occurrence/8,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Professional Errors and Omissions	\$5,000,000 each claim/aggregate
Environmental/Pollution Liability	\$5,000,000 each occurrence/aggregate

DEC's contractors shall name Owner as an additional insured only with respect to claims arising from the Work performed under this Agreement.

11. Notices. Any notices given under this Agreement shall be in writing and sent by first class or express U.S. mail with postage prepaid, return receipt requested pursuant to registered or certified mail, or delivered by a nationally recognized overnight commercial courier service with charges prepaid. Notices may also effectively be given by transmittal over electronic transmitting devices if the party to whom the notice is being sent has a receiving device in its office and receipt is electronically confirmed. Notices shall be deemed received upon actual receipt. Notices shall be directed as follows:

If to Owner: Patrick D. Cook
Firth Rixson, Inc. (Howmet)
201 Isabella Street
Pittsburgh, PA 15212
patrick.cook@howmet.com

With a Copy To: Dawn Lamparello, Esq.
K&L Gates LLP
One Newark Center, 10th Floor
Newark, NJ 07102
dawn.lamparello@klgates.com

If to DEC: Dudley D. Loew
NYSDEC – Region 8
6274 East Avon-Lima Road
Avon, NY 14414
dudley.loew@dec.ny.gov

With a Copy To: Alan Wong
NYSDEC
625 Broadway
Albany, NY 12233
alan.wong@dec.ny.gov

12. Assignment. The grant of access by Owner under this Agreement shall be non-assignable by DEC and shall not confer any estate, title or exclusive possessory rights in the Property to DEC.

13. Entire Agreement; Modification of Agreement. This Agreement constitutes the entire agreement between the Parties. No party to this Agreement is empowered to modify, supplement, alter or amend any term of this Agreement except by written agreement executed in writing and delivered by Owner and DEC. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

15. Execution in Counterparts. This Agreement may be executed simultaneously in one or more identical counterparts, including electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Captions. The paragraph and subparagraph headings in this Agreement are for convenience of reference only and shall in no way define or limit the scope of content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

17. No Admission; Non-Waiver, Reservation or Rights. Neither the entry into nor performance of this Agreement shall constitute or be construed as an admission or acknowledgement by any Party of any fact, legal issue, conclusion of law, liability, fault or responsibility. Nothing herein constitutes a waiver and the Parties hereby reserve any claim(s) they may now or in the future have against each other including, without limitation, with respect to the contamination, remediation, diminution of value of the Property or any other claims.

18. Execution of Agreement and Authorization. Each of the undersigned individuals who have executed this Agreement on behalf of their respective Parties expressly represent and warrant that they are authorized to sign on behalf of such Parties for the purpose of duly binding such Parties to this Agreement and following execution, shall become valid and binding obligations enforceable in accordance with its terms.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties have set their hands hereto on this Agreement as of the date first set forth above written.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi
(signature)

Name: Andrew Guglielmi

Title: Director, Division of Environmental Remediation

Date: March 2, 2026

FIRTH RIXSON, INC.

By: [Signature]
(signature)

Name: Kevin R. Smaek

Title: Director of Operations

Date: 2/17/26