

**Non-Qualified Stock Option Grant
(RTI International Metals, Inc. 2004 Stock Plan)**

**NOT TRANSFERABLE EXCEPT BY WILL OR BY THE LAWS
GOVERNING THE DESCENT AND DISTRIBUTION OF ESTATES**

Non-Qualified Stock Option granted by RTI International Metals, Inc., an Ohio corporation, herein called the Company, to the undersigned employee of the Company or one of its subsidiaries (the Optionee).

Name of Optionee:

Option Serial Number:

Number of Shares Subject to Purchase:

Option Price of Each Share: \$31.19

Date of This Stock Option: January 31, 2014

By your signature and the signature of the Authorized Officer below, you and the Company agree that this option is granted under and governed by the terms and conditions of RTI International Metals, Inc.'s 2004 Stock Plan, as amended from time to time, and the Terms and Conditions contained herein, as well as such administrative regulations as the Compensation Committee may adopt from time to time.

RTI International Metals, Inc.

Accepted as of the above date:

By _____ (L.S.)
Authorized Officer

By _____ (L.S.)
Signature of Optionee

TERMS AND CONDITIONS

1. The Company agrees that the Optionee has the right to purchase the number of Shares set forth above for the price stated.
2. The Optionee agrees to continue as an employee of the Company or one of its subsidiaries for one year from the date of the option (subject to the employing company's right to terminate the Optionee's employment at any time), performing such duties consistent with Optionee's capabilities and receiving present compensation or such adjusted compensation as the employing company shall from time to time reasonably determine. If the terms of the Optionee's employment are changed in a manner materially adverse to the Optionee during such period, the Optionee shall be relieved of any further obligation to remain employed.
3. The option will be divided into and become exercisable in three separate installments, each installment equal to one-third (1/3) of the total Number of Shares Subject to Purchase (the total set forth above). The first installment shall first become exercisable on January 30, 2015; the second installment shall first become exercisable on January 29, 2016; and, the third installment shall first become exercisable on January 31, 2017. Each such installment may be exercised in whole or in part on or after the date specified above on which such installment first becomes exercisable and must be exercised, if at all, on or before (a) January 31, 2024, (b) the date three years after the date upon which the Optionee Retires ("Retires" shall mean terminates employment with the Company or one of its subsidiaries by reason of Retirement -- Retirement shall be deemed to occur only under conditions which entitle the Optionee to an immediately receivable pension, and not a deferred vested pension), or (c) the date three years after the Optionee dies while employed, whichever first occurs. Unless otherwise determined by the Compensation Committee, the option period shall also terminate and all rights to exercise the option shall terminate in the event the Optionee ceases to be an employee of the Company or any of its subsidiaries for any cause other than death or Retirement. The Compensation Committee may cancel the option by written notice to the Optionee after the Optionee Retires prior to age 65 or after the Optionee Retires at any age and the Committee deems such cancellation to be in the best interests of the Company. The Optionee agrees to return the option to the Company for cancellation.
4. During the Optionee's lifetime, the option may be exercised only by the Optionee or by the Optionee's guardian or legal representative. Upon the Optionee's death, the option may be transferred by will or by the laws governing the descent and distribution of the Optionee's estate. Otherwise, the option may not be transferred, pledged or encumbered and, in the event of an attempt to transfer, pledge or encumber it, the Compensation Committee may cancel it.
5. No later than the date as of which an amount first becomes includable in the gross income of the Optionee for federal income tax purposes with respect to the exercise of this option granted hereunder, the Optionee shall pay to the Company, or make arrangements satisfactory to the Compensation Committee regarding the payment of, any federal, state or local taxes of any kind required by law to be withheld up to and not to exceed the minimum statutory withholding requirements with respect to that amount. The making of that payment or those arrangements is a condition to the obligations of the Company under the Plan, and the Company and its subsidiaries and affiliates may, to the extent permitted by law, deduct any taxes from any payment of any kind otherwise payable to the Optionee.
6. The option is not valid unless it is accepted by the Optionee and a duplicate original thereof is received by the designated Company representative. In the event of the exercise of the option in whole, the option shall be surrendered to the designated Company representative for cancellation. In the event of the exercise of the option in part or of a change in the number of shares optioned, the option shall be delivered by the Optionee to the designated Company representative for the purpose of making appropriate notation thereon, or of otherwise reflecting in such manner as the Compensation Committee shall determine, the change in the number of shares optioned.
7. This agreement shall be construed in accordance with and governed by the laws of the State of Ohio, without resort to that state's conflict of law rules. This agreement is the entire agreement between the parties with respect to the option. Capitalized terms used and not defined herein shall have the meaning attributed to them in the Plan or the administrative regulations.



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1550 Coraopolis Heights Road, Fifth Floor
Pittsburgh, PA 15108

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ENDORSEMENTS				
Date of Exercise of Option	Number of Shares Exercised	Balance of Shares on Option	Authorized Signature	Endorsement Date

January 31, 2014