



**Registration of a Charge**

Company Name: **NOVELIS UK LTD**

Company Number: **00279596**



Received for filing in Electronic Format on the: **26/09/2023**

XCCUNJRM

**Details of Charge**

Date of creation: **25/09/2023**

Charge code: **0027 9596 0026**

Persons entitled: **STANDARD CHARTERED BANK**

Brief description: **LATCHFORD WORKS, THELWALL LANE, WARRINGTON REGISTERED WITH TITLE NUMBER CH449717. LAND LYING TO THE NORTH WEST OF THELWALL LANE, WARRINGTON REGISTERED WITH TITLE NUMBER CH492388. LAND ON THE NORTH SIDE OF THELWALL LANE, LATCHFORD REGISTERED WITH TITLE NUMBER CH469667. THINKCANS (AND DESIGN) TRADEMARK REGISTERED IN THE UNITED KINGDOM WITH REGISTERED NUMBER 2392058. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LAW LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 279596

Charge code: 0027 9596 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2023 and created by NOVELIS UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2023 .

Given at Companies House, Cardiff on 28th September 2023

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Dated 25 September 2023

Between

**NOVELIS UK LTD**

**NOVELIS SERVICES LIMITED**

**NOVELIS EUROPE HOLDINGS LIMITED**

as Chargors

and

**STANDARD CHARTERED BANK**

as Collateral Agent

---

**SECOND SUPPLEMENTAL GUARANTEE  
AND SECURITY AGREEMENT (TERM LOAN)**

**THIS DEED IS SUPPLEMENTAL TO  
THE EXISTING GUARANTEE AND SECURITY  
AGREEMENTS (AS DEFINED HEREIN)**

---

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS DEED AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 17, 2010 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG NOVELIS INC., AV MINERALS (NETHERLANDS) N.V. (AS SUCCESSOR IN INTEREST TO AV METALS INC.) ("HOLDINGS"), THE OTHER SUBSIDIARIES OF HOLDINGS OR NOVELIS INC. FROM TIME TO TIME PARTY THERETO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF MAY 13, 2013), WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF MAY 13, 2013), STANDARD CHARTERED BANK, AS ADMINISTRATIVE AGENT FOR THE PARI PASSU SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), (PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF JANUARY 13, 2017), STANDARD CHARTERED BANK, AS COLLATERAL AGENT FOR THE PARI PASSU SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF JANUARY 13, 2017) AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS DEED, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

## CONTENTS

Clause	Page
1. INTERPRETATION .....	1
2. GUARANTEE .....	9
3. CREATION OF SECURITY .....	9
4. REPRESENTATIONS AND UNDERTAKINGS.....	14
5. RESTRICTIONS ON DEALINGS .....	16
6. INCORPORATION OF TERMS FROM ORIGINAL GUARANTEE AND SECURITY AGREEMENT.....	16
7. THE EXISTING GUARANTEE AND SECURITY AGREEMENTS .	17
8. ACKNOWLEDGEMENT BY THE COLLATERAL AGENT .....	17
9. ELECTRONIC SIGNATURES AND COUNTERPARTS .....	17
10. NOTICES .....	18
11. GOVERNING LAW .....	19
12. ENFORCEMENT .....	19
SCHEDULE SECURITY ASSETS.....	21

**THIS DEED** is dated 25 September 2023

**BETWEEN:**

- (1) **NOVELIS UK LTD** (registered number 00279596) with its registered office at Latchford Lock Works, Thelwell Lane, Warrington, Cheshire, WA4 1NN (**Novelis UK**);
- (2) **NOVELIS SERVICES LIMITED** (registered number 06628654) with its registered office at Latchford Lock Works, Thelwell Lane, Warrington, Cheshire, WA4 1NN (**Novelis Services**);
- (3) **NOVELIS EUROPE HOLDINGS LIMITED** (registered number 05308334) with its registered office at Latchford Lock Works, Thelwell Lane, Warrington, Cheshire, WA4 1NN (**Novelis Europe** and together with Novelis UK and Novelis Services, the **Chargors**); and
- (4) **STANDARD CHARTERED BANK** as collateral agent and trustee for the Secured Parties (as defined in the Credit Agreement (defined below)) (the **Collateral Agent**).

**BACKGROUND:**

- (A) This Deed is supplemental to the Existing Guarantee and Security Agreements.
- (B) This Deed is entered into in connection with the 2023 Refinancing Amendment.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined in this Deed, terms defined in the Original Guarantee and Security Agreement shall have the same meaning when used in this Deed.

Additionally, in this Deed (including its Recitals):

**2021 Refinancing Amendment** means the Refinancing Amendment to Credit Agreement dated as of March 26, 2021 between Novelis Inc. as Borrower of Tranche A-1 Term Loans, AV Metals Inc. as Holdings, the other Loan Parties party thereto, the Third Party Security Provider, Standard Chartered Bank as Administrative Agent and as Collateral Agent, and the Lenders signatory thereto.

**2023 Refinancing Amendment** means the Refinancing Amendment (Tranche A-2 Term Loans) to Credit Agreement dated on or around the date of this Deed between Novelis Inc. as Borrower, Novelis ALR Aluminum Holdings Corporation as Co-Borrower of Tranche A-2 Term Loans (as defined in the 2023 Refinancing Amendment), Holdings, the other Loan Parties party thereto, Novelis Italia S.p.a., as the Third Party Security Provider (as defined in the 2023 Refinancing Amendment), Standard Chartered Bank as Administrative Agent and as Collateral Agent, and the Lenders signatory thereto.

**Charged Shares** means all shares in any member of the Group incorporated in England and Wales from time to time issued to a Chargor or held by any nominee on its behalf.

**Charged Company** means each member of the Group from time to time whose shares are subject to the Security under this Deed.

**Credit Agreement** means the Credit Agreement dated as of January 10, 2017 (as amended prior to the date hereof, as further amended by the 2021 Refinancing Amendment and the 2023 Refinancing Amendment, and as further amended, restated, supplemented or otherwise modified from time to time) between, among others, Novelis Inc., Novelis ALR Aluminum Holdings Corporation, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent, the Collateral Agent and the Lenders from time to time party thereto.

**Excluded Leasehold Property** means in relation to any Chargor, the leasehold property specified in Part 1B of the Schedule (*Security Assets*) opposite its name.

**Excluded Real Property** means in relation to any Chargor:

- (a) the freehold property specified in Part 1B of the Schedule (*Security Assets*) opposite its name;
- (b) its Excluded Leasehold Property; and
- (c) any real property acquired by that Chargor after the date of this Deed which that Chargor and the Collateral Agent have designated an Excluded Real Property.

**Existing Guarantee and Security Agreements** means the Original Guarantee and Security Agreement and the First Supplemental Guarantee and Security Agreement.

**Existing Security** means the Security Interests created, evidenced or conferred by or under the Existing Guarantee and Security Agreements.

**First Supplemental Guarantee and Security Agreement** means the Guarantee and Security Agreement (Term Loan) dated 26 March 2021 between the Chargors as chargors and the Collateral Agent.

**Group** means Holdings, the Borrower and any of the Borrower's Restricted Subsidiaries.

**Holdings** has the meaning given to that term on the cover page of this Deed.

**Intellectual Property** means in relation to any Chargor:

- (a) all present and future patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including any specified in Part 5 of the Schedule (*Security Assets*) opposite its name);
- (b) the benefit of all applications and rights to use such assets; and
- (c) all Related Rights.

**Intercreditor Agreement** has the meaning given to that term on the cover page of this Deed.

**Investments** means:

- (a) the Charged Shares; and

- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,

which a Chargor purports to mortgage or charge under this Deed.

**Loan Party** has the meaning given to that term in the Credit Agreement.

**Original Guarantee and Security Agreement** means the Guarantee and Security Agreement (Term Loan) dated 13 January 2017 between the Chargors as original chargors and the Collateral Agent.

**Original Property** means any freehold or leasehold property specified in Part 1A of the Schedule (*Security Assets*).

**Party** means a party to this Deed.

**Primary Contract** means in relation to any Chargor:

- (a) any agreement specified in Part 4A of the Schedule (*Security Assets*) opposite its name;
- (b) any other agreement to which that Chargor is a party and which that Chargor and the Collateral Agent have designated a Primary Contract;
- (c) any agreement under which it acquires or disposes of a business or part of a business (either by share or asset sale) and under which the aggregate outstanding consideration payable to such Chargor and, as applicable, other members of the Group at any time is in excess of £250,000;
- (d) any agreement between two or more members of the Group to which such Chargor is a party that provides for any cash pooling, set-off or netting arrangements, including the Cash Pooling Arrangements;
- (e) any Hedging Agreement;
- (f) any note or loan agreement with any other member of the Group under which the aggregate outstanding amount payable to such Chargor does or could at any time exceed £250,000;
- (g) any letter of credit issued in its favour under which the aggregate consideration payable at any time is in excess of £250,000; and
- (h) any bill of exchange or other negotiable instrument held by it for an amount in excess of £250,000.

**Receiver** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed and that term will include any appointee under a joint and/or several appointment.

**Related Rights** means in relation to any Security Asset:

- (a) the proceeds of sale of the whole or any part of that asset or any monies and proceeds paid or payable in respect of that asset;
- (b) all rights under any licence, agreement for sale, option or lease in respect of that asset;



- (c) all rights, benefits, claims, contracts, warranties, remedies, security indemnities or covenants for title in respect of that asset; and
- (d) any income, moneys and proceeds paid or payable in respect of that asset.

**Secondary Contract** means in relation to any Chargor:

- (a) any agreement specified in Part 4B of the Schedule (*Security Assets*) opposite its name;
- (b) any other agreement to which that Chargor is a party and which that Chargor and the Collateral Agent have designated a Secondary Contract; and
- (c) any other agreement (other than a Primary Contract) entered into after the date of this Deed under which the aggregate consideration payable at any time is in excess of £250,000.

**Secured Obligations** has the meaning given to that term in the Credit Agreement.

**Security** means any Security Interest created, evidenced or conferred by or under this Deed.

**Security Account** means in relation to any Chargor:

- (a) any account specified in Part 6 of the Schedule (*Security Assets*) opposite its name;
- (b) any other account which it purports to charge under this Deed; and
- (c) in each case, any replacement account or subdivision or sub account of any such account.

**Security Assets** means any and all assets of each Chargor that are the subject of this Security.

**Security Contracts** means in relation to any Chargor, its Primary Contracts and its Secondary Contracts.

**Security Interest** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a similar effect.

**Security Period** means the period beginning on the date of this Deed and ending on the Term Loan Release Date.

**Security Trust Deed (Term Loan)** means the Security Trust Deed dated 13 January 2017 and entered into between, amongst others, Novelis UK, Novelis Services, Novelis Europe, the Collateral Agent, and the Administrative Agent.

**Term Loan Release Date** means the date on which the Discharge of Pari Passu Secured Obligations (as defined in the Intercreditor Agreement) has occurred.

**Territory** means England and Wales.

## 1.2 Construction

In this Deed (including its Recitals):

- (a) capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed;
- (b) an **agreement** includes any legally binding arrangement, agreement, contract, deed or instrument (in each case whether oral or written);
- (c) an **amendment** includes any amendment, supplement, variation, waiver, novation, modification, replacement or restatement (however fundamental) and **amend** and **amended** shall be construed accordingly;
- (d) **assets** includes properties, assets, businesses, undertakings, revenues and rights of every kind (including uncalled share capital), present or future, actual or contingent, and any interest in any of the above;
- (e) a **consent** includes an authorisation, permit, approval, consent, exemption, licence, order, filing, registration, recording, notarisation, permission or waiver;
- (f) references to an Event of Default being **continuing** means that such Event of Default has occurred or arisen and has not been expressly waived in writing by the Collateral Agent or Administrative Agent (as appropriate);
- (g) a **disposal** includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary and **dispose** will be construed accordingly;
- (h) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
- (i) **indebtedness** includes any obligation (whether incurred as principal, guarantor or surety and whether present or future, actual or contingent) for the payment or repayment of money;
- (j) **losses** includes losses, actions, damages, payments, claims, proceedings, costs, demands, expenses (including legal and other fees) and liabilities of any kind and **loss** shall be construed accordingly;
- (k) a **person** includes any individual, trust, firm, fund, company, corporation, partnership, joint venture, government, state or agency of a state or any undertaking or other association (whether or not having separate legal personality) or any two or more of the foregoing;
- (l) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law compliance with which is customary) of any governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (m) in this Deed, unless a contrary intention appears:
  - (i) a reference to any person includes a reference to that person's permitted successors, assignees and transferees and, in the case of the Collateral Agent or the Administrative Agent, any person for the time being

appointed as Collateral Agent or Administrative Agent (as appropriate) in accordance with the Loan Documents, and in the case of the Collateral Agent and any Receiver, any Delegate of the Collateral Agent or Receiver (as appropriate);

- (ii) references to Clauses, Subclauses and Schedules are references to, respectively, clauses and subclauses of and schedules to this Deed and references to this Deed include its schedules;
- (iii) a reference to (or to any specified provision of) any agreement is to that agreement (or that provision) as amended, restated or otherwise modified from time to time;
- (iv) a reference to a statute, statutory instrument or provision of law is to that statute, statutory instrument or provision of law, as it may be applied, amended or re-enacted from time to time;
- (v) the index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed;
- (vi) references to “with full title guarantee” are to be construed as provided for in the Law of Property (Miscellaneous Provisions) Act 1994;
- (vii) words imparting the singular include the plural and vice versa;
- (n) the term:
  - (i) **certificated** has the meaning given to it in the Uncertificated Securities Regulations 2001; and
  - (ii) **clearance system** means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person;
- (o) any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party;
- (p) the terms of the other Loan Documents and of any side letters between any Parties in relation to any Loan Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (q) without prejudice to any other provision of this Deed, the Collateral Agent shall be entitled to retain this Deed and not to release any of the Security Assets if the Collateral Agent, acting reasonably, considers that an amount paid to a Secured Party under a Loan Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, and any amount so paid will not be considered to have been irrevocably paid for the purposes of this Deed;
- (r) unless the context otherwise requires, a reference to a Security Asset or any type or description of a Security Asset includes:

- (i) any part of that Security Asset; and
- (ii) any present and future assets of that type ; and
- (s) this Deed is a Loan Document.

### **1.3 Third Party Rights**

The provisions of clause 1.3 (*Third Party Rights*) of the Original Guarantee and Security Agreement are hereby incorporated, mutatis mutandis, and shall apply to this Deed as if set forth herein, provided that references to “this Deed” are to be construed as references to this Deed.

### **1.4 Conflict with the provisions of this Deed.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS DEED AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS DEED, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. EXCEPT AS PROVIDED FOR IN THIS PARAGRAPH, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CREDIT AGREEMENT, INCLUDING SECTION 11.19 THEREOF, SHALL GOVERN AND CONTROL THE EXERCISE OF REMEDIES BY COLLATERAL AGENT.**

**WITHOUT PREJUDICE TO THE ABOVE, IN THE EVENT OF A DIRECT CONFLICT BETWEEN THE TERMS AND PROVISIONS CONTAINED IN THIS DEED AND THE TERMS AND PROVISIONS CONTAINED IN THE CREDIT AGREEMENT, IT IS THE INTENTION OF THE PARTIES HERETO THAT SUCH TERMS AND PROVISIONS IN SUCH DOCUMENTS SHALL BE READ TOGETHER AND CONSTRUED, TO THE FULLEST EXTENT POSSIBLE, TO BE IN CONCERT WITH EACH OTHER. IN THE EVENT OF ANY ACTUAL, IRRECONCILABLE CONFLICT THAT CANNOT BE RESOLVED AS AFORESAID, THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT SHALL CONTROL AND GOVERN.**

### **1.5 Confirmation**

With effect on and from the date of this Deed, each Chargor:

- (a) confirms its acceptance of the terms of each of the Existing Guarantee and Security Agreements;
- (b) agrees that it is bound by the terms of each of the Existing Guarantee and Security Agreements;
- (c) confirms that the covenant to pay, all guarantees and all of its other obligations under, and all terms of, the Existing Guarantee and Security Agreements:

- (i) continue in full force and effect on the terms of each of the Existing Guarantee and Security Agreements; and
  - (ii) extend to the Secured Obligations (including, without limitation, all Secured Obligations arising in respect of, or in relation to, the Tranche A-2 Term Loans and the Tranche A-2 Term Commitments pursuant to the 2023 Refinancing Amendment);
- (d) notwithstanding the generality of the foregoing, expressly confirms that its guarantee under clause 2 (*Guarantee*) of each of the Existing Guarantee and Security Agreements extends to any variation, increase, extension, replacement, refinancing or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents, including pursuant to, for the purposes of, or in connection with, the 2023 Refinancing Amendment (including any fees, costs and/or expenses associated with any of the foregoing);
- (e) confirms that:
  - (i) the Existing Security extends to the Secured Obligations (including, without limitation, all Secured Obligations arising in respect of, or in relation to, the Tranche A-2 Term Loans and the Tranche A-2 Term Commitments pursuant to the 2023 Refinancing Amendment); and
  - (ii) the Existing Security continues in full force and effect on the terms of each of the Existing Guarantee and Security Agreements; and
- (f) confirms that the Secured Obligations secured by this Deed shall include (without limitation) any Secured Obligations arising in respect of, or in relation to, the Tranche A-2 Term Loans and the Tranche A-2 Term Commitments pursuant to the 2023 Refinancing Amendment,

notwithstanding (A) the amendments to the Credit Agreement effected by the 2023 Refinancing Amendment (including any amendments necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto), (B) any other additions, amendments, novation, substitution or supplements of or to the Credit Agreement and/or (C) the imposition of any amended, new or more onerous obligations under the Credit Agreement in relation to the Loan Parties.

## **2. GUARANTEE**

### **2.1 Guarantee**

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees as principal obligor to each Secured Party due and punctual performance by each Loan Party of all of the Secured Obligations now or in the future due, owing or incurred by such Loan Party;
- (b) undertakes with each Secured Party that whenever another Loan Party does not pay or discharge any Secured Obligation now or in the future due, owing or incurred by that Loan Party, it shall immediately on the Collateral Agent's written demand pay or discharge such Secured Obligation as if it was the principal obligor; and
- (c) indemnifies each Secured Party immediately on written demand against any cost, loss or liability suffered by the Collateral Agent or other Secured Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Collateral Agent or such other Secured Party would otherwise have been entitled to recover.

### **2.2 Chargor Intent**

Without prejudice to the generality of clause 2.4 (*Waiver of defences*) of the Original Guarantee and Security Agreement (as incorporated into this Deed pursuant to Clause 6 (*Incorporation of terms from Original Guarantee and Security Agreement*)), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension, replacement, refinancing or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

## **3. CREATION OF SECURITY**

### **3.1 General**

- (a) All this Security:
  - (i) is created in favour of the Collateral Agent;
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- (b) If a Chargor assigns or charges an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
  - (i) the Chargor must notify the Collateral Agent immediately;
  - (ii) unless the Collateral Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
  - (iii) the Chargor must promptly supply to the Collateral Agent a copy of the consent obtained by it.
- (c) Each Chargor hereby acknowledges that all assets, right, interests and benefits which are now or in the future granted to the Collateral Agent pursuant to this Clause or otherwise mortgaged, charged, assigned or otherwise granted to it under this Deed (or any other document in connection herewith) and all other rights, powers and discretions granted to or conferred upon the Collateral Agent under this Deed or the other Loan Documents (or any other document in connection therewith) shall be held by the Collateral Agent on trust for the Secured Parties from time to time in accordance with the provisions of the Security Trust Deed (Term Loan).
- (d) The fact that no or incomplete details of any Security Asset are inserted in the Schedule (*Security Assets*) does not affect the validity or enforceability of this Security.

### **3.2 Land**

- (a) Subject to the Existing Security, each Chargor charges:
  - (i) by way of a legal mortgage all estates or interests in any freehold or leasehold property owned by it (save for the Excluded Real Property) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property; this includes any specified in Part I of the Schedule (*Security Assets*) opposite its name; and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of fixed charge all estates or interests in any freehold or leasehold property owned by it (save for the Excluded Real Property) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property.
- (b) A reference in this Deed to any freehold or leasehold property includes:
  - (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

### **3.3 Investments**

- (a) Subject to the Existing Security, each Chargor charges:
  - (i) by way of a legal mortgage the Charged Shares; this includes any Charged Shares specified in Part 2 of the Schedule (*Security Assets*) opposite its name; and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf.
- (b) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:
  - (i) any dividend, interest or other distribution paid or payable;
  - (ii) any right, money or property accruing, derived, incidental or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
  - (iii) any right against any clearance system;
  - (iv) any Related Rights; and
  - (v) any right under any custodian or other agreement,in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

### **3.4 Plant and machinery**

Subject to the Existing Security, each Chargor charges by way of a fixed charge all plant, machinery, computers, office equipment or vehicles or interest specified in Part 3 of the Schedule (*Security Assets*) opposite its name and any and all other plant, machinery, computers, office equipment or vehicles (or interest therein) owned by it.

### **3.5 Credit balances**

Subject to the Existing Security, each Chargor charges by way of a fixed charge all of its rights in respect of each amount standing to the credit of each account with any person, including its Security Accounts and the debt represented by that account, other than any account the subject of a Security Interest in favour of any other person in accordance with the terms set out in section 6.02(y) of the Credit Agreement.

### **3.6 Book debts etc.**

Subject to the Existing Security, each Chargor charges by way of a fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and



- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) or (b) above.

### **3.7 Insurance Policies**

- (a) Subject to the Existing Security, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurance Policies and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) above and subject to the Existing Security, each Chargor charges by way of fixed charge all amounts and rights described in paragraph (a) above.
- (c) A reference in this Clause 3.7 to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Loan Party to a third party.

### **3.8 Other contracts**

- (a) Subject to the Existing Security, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Primary Contracts.
- (b) Without prejudice to the obligations of the Chargors under Clause 3.1(b), to the extent that any such right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraphs (a) or (b) above and subject to the Existing Security, each Chargor charges by way of fixed charge all of its rights under each Secondary Contract.

### **3.9 Intellectual property**

- (a) Subject to the Existing Security, each Chargor charges by way of a fixed charge all present and future Intellectual Property owned by it, including any specified in Part 5 of the Schedule (*Security Assets*) opposite its name.
- (b) For the purpose of enabling the Collateral Agent, whilst an Event of Default is continuing, to exercise its rights and remedies under clause 12 (*When Security Becomes Enforceable*) and clause 13 (*Enforcement of Security*) of the Original Guarantee and Security Agreement (as incorporated into this Deed pursuant to Clause 6 (*Incorporation of terms from Original Guarantee and Security Agreement*)) at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Chargor hereby grants to the Collateral Agent an irrevocable, non-exclusive license and, to the extent permitted under all relevant licenses of Intellectual Property granting such Chargor rights in Intellectual Property, a sublicense (in each case, exercisable without payment of royalties or other compensation to such Chargor) to use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by or licensed to such Chargor, wherever the same may be located;

provided that the quality of any products in connection with which the trademarks are used will not be materially inferior to the quality of such products manufactured or sold by such Chargor prior to such Event of Default. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

### **3.10 Miscellaneous**

Subject to the Existing Security, each Chargor charges by way of a fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

### **3.11 Floating charge**

- (a) Each Chargor charges by way of a floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) Except as provided in paragraph (c) below, the Collateral Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
  - (i) an Event of Default is continuing;
  - (ii) the Collateral Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
  - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Collateral Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 5 (*Restrictions on Dealings*).
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.

- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets:
  - (i) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator; or
  - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up).
- (e) The floating charge created under this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Collateral Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Collateral Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Loan Document.
- (g) Any charge which has been converted into a fixed charge in accordance with paragraphs (b) or (d) above may, by notice in writing given at any time by the Collateral Agent to the relevant Chargor, be reconverted into a floating charge in relation to the Security Assets specified in such notice.

#### **4. REPRESENTATIONS AND UNDERTAKINGS**

##### **4.1 Representations**

- (a) Each Chargor represents and warrants to each Secured Party that:
  - (i) this Deed creates those Security Interests it purports to create (save that the legal mortgage created in Clause 3.3(a)(i) will take effect in equity until such time as the Collateral Agent exercises its discretion under clause 7.2(b) of the Original Guarantee and Security Agreement, as incorporated into this Deed pursuant to Clause 6 (*Incorporation of terms from Original Guarantee and Security Agreement*)) and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
  - (ii) this Deed is its legal, valid and binding obligation and is enforceable against it in accordance with its terms;
  - (iii) other than due registration of this Deed in accordance with section 859A of the Companies Act 2006, no authorisation, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either:
    - (1) the grant by the Chargor of the guarantee and the Security purported to be created in favour of the Collateral Agent under this Deed; or
    - (2) the exercise by the Collateral Agent of any rights or remedies in respect of the Security Assets (whether specifically granted or

created under this Deed or created or provided for by applicable law);

- (iv) all actions and consents (save for any consent envisaged by Clause 3.1(b) and which is being sought as required by such Clause), including all filings, notices, registrations and recordings necessary for the exercise by the Collateral Agent of the voting or other rights provided for in this Deed or the exercise of remedies in respect of the Security Assets have been made or will be obtained within periods required to perfect the Security as against any third party;
  - (v) the Schedule (*Security Assets*) properly identifies:
    - (1) in Part 1 thereof, all estates and interests in freehold or leasehold property owned by the Chargors in the Territory at the date of this Deed (other than Excluded Real Property);
    - (2) in Part 2 thereof, all Charged Shares and other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments owned by the Chargors in the Territory at the date of this Deed;
    - (3) in Part 4 thereof, all agreements or contracts to which any the Chargor is party at the date of this Deed and which would fall within paragraphs (b) – (h) inclusive of the definition of Primary Contracts;
    - (4) in Part 5 thereof, all Intellectual Property owned by the Chargors at the date of this Deed in the Territory and which is material to their business; and
    - (5) in Part 6 thereof, all bank accounts held by the Chargors in the Territory at the date of this Deed; and
  - (vi) no “warning notice” or “restrictions notice” (in each case as defined in Part 21A of the Companies Act 2006) has been issued to any Chargor in respect of all or any part of the Security Assets or remains in effect.
- (b) The representations and warranties set out in this Deed (including in this Clause) are made by each Chargor on the date of this Deed.
  - (c) Each representation and warranty under this Deed is deemed to be repeated by each Chargor on each date during the Security Period.
  - (d) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.

#### **4.2 PSC Register**

- (a) Each Chargor shall:
  - (i) comply with any notice served on it by a Charged Company pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice; and

- (ii) promptly provide the Collateral Agent with a copy of any such notice.
- (b) At any time following the occurrence of a Default, upon receipt of a request from the Collateral Agent, each Chargor shall in each case, in relation to shares in any Charged Company, promptly:
  - (i) notify the Administrative Agent and the Collateral Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which are Security Assets which has not been withdrawn; and
  - (ii) (if available) provide to the Administrative Agent and the Collateral Agent a copy of any such warning notice or restrictions notice.
- (c) If an Event of Default is continuing, each Chargor shall, in each case, in relation to shares in any Charged Company, promptly:
  - (i) notify the Administrative Agent and the Collateral Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which are Security Assets; and
  - (ii) provide to the Administrative Agent and the Collateral Agent a copy of any such warning notice or restrictions notice,

in each case before it issues any such notice.

## **5. RESTRICTIONS ON DEALINGS**

No Chargor may:

- (a) create or permit to subsist any Security Interest on any of its assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, lease, transfer, redeem or otherwise dispose of all or any part of its assets,

unless permitted under the Credit Agreement.

## **6. INCORPORATION OF TERMS FROM ORIGINAL GUARANTEE AND SECURITY AGREEMENT**

The provisions of clause 2.2 (*Continuing Guarantee*) to clause 2.5 (*Demands*), clause 2.7 (*Immediate recourse*) to clause 2.10 (*Credit Agreement*), clause 6 (*Land*) to clause 25 (*Release*) and clause 27.5 (*English language*) of the Original Guarantee and Security Agreement are hereby incorporated, *mutatis mutandis*, and shall apply to this Deed as if set forth herein, provided that references to:

- (a) “*this Deed*” are to be construed as references to this Deed;
- (b) “*the date of this Deed*” are to be construed as references to the date of this Deed;
- (c) “*Chargor*” are to be construed as references to each Chargor under this Deed; and

- (d) “*Security Assets*” (including references to specific assets within the Security Assets) are to be construed as references to the assets that are the subject of the Security.

## **7. THE EXISTING GUARANTEE AND SECURITY AGREEMENTS**

- (a) The Existing Guarantee and Security Agreements shall each remain in full force and effect as supplemented by this Deed.
- (b) The performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under each of the Existing Guarantee and Security Agreements and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under each of the Existing Guarantee and Security Agreements will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by each Chargor under this Deed.
- (c) The Collateral Agent hereby confirms that the serving of notice and the delivery of any deed, certificate, document of title or any other document by a Chargor pursuant to each of the Existing Guarantee and Security Agreements shall discharge the obligation to serve notice or provide such document under this Deed.

## **8. ACKNOWLEDGEMENT BY THE COLLATERAL AGENT**

The Collateral Agent acknowledges and confirms that the creation of any Security pursuant to (and the compliance by each Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Existing Guarantee and Security Agreements.

## **9. ELECTRONIC SIGNATURES AND COUNTERPARTS**

- (a) Each Party hereby:
  - (i) agrees that this Deed and any notices delivered under this Deed, may be executed by means of an electronic signature, an original manual signature, or a faxed, scanned, or photocopied manual signature;
  - (ii) agrees that each electronic signature or faxed, scanned, or photocopied manual signature is intended to authenticate this writing and shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature; and
  - (iii) agrees and undertakes not to argue that the execution of this Deed was invalid, lacking in legal effect or inadmissible in evidence by reason of the use of electronic signatures or faxed, scanned, or photocopied manual signatures.

For the purposes of this Deed, “*electronic signature*” includes any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile and email electronic signatures.

- (b) The Collateral Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Deed or on any notice delivered to the Collateral Agent under this Deed.
- (c) This Deed may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Deed and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Deed or notice.

## **10. NOTICES**

### **10.1 Communications in Writing**

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by letter or email.

### **10.2 Addresses**

- (a) Any notice or other communication herein required or permitted to be given to a party to this Deed shall be sent to the relevant party's address set out in paragraph (b) or as set forth in the Credit Agreement or any substitute address, email address, department or officer as the relevant party may notify to the Collateral Agent (or the Collateral Agent may notify to the other parties, if a change is made by the Collateral Agent) by not less than five business days' notice.
- (b) For the purposes of paragraph (a), the address of each Chargor shall be:

Novelis Europe Holdings Limited  
Latchford Locks Works  
Thelwell Lane  
Warrington  
Cheshire  
United Kingdom  
Attention: Mr Alan Sweeney

Email address: [tony.lucido@novelis.adityabirla.com](mailto:tony.lucido@novelis.adityabirla.com)  
Attention: Legal Department

with a copy to

Novelis AG  
Sternenfeldstrasse 19  
CH 8700 Küsnacht ZH  
Switzerland  
Attention: Legal Department

### **10.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (i) if by way of letter, when it has been left at the relevant address or, as the case may be, five days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (iii) if by way of email, when received in accordance with the Credit Agreement.
- (b) Any communication or document to be made or delivered to the Collateral Agent under or in connection with this Deed shall be effective only when actually received by the Collateral Agent and then only if it is expressly marked for the attention of the department or officer identified with the Collateral Agent's communication details (or any substitute department or officer as the Collateral Agent shall specify for this purpose).

#### **10.4 Notification of address and email address**

The Collateral Agent shall notify the other Parties promptly upon receipt of any notification of change of address or email address or upon changing its own address or email address pursuant to this Clause.

### **11. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

### **12. ENFORCEMENT**

#### **12.1 Jurisdiction**

- (a) The English courts have exclusive jurisdiction to settle any dispute in connection with this Deed, save that the Collateral Agent (and only the Collateral Agent) has the right to have any dispute settled by the courts of the State of New York, in which case the courts of the State of New York have exclusive jurisdiction in respect of that dispute, and any proceedings before the English courts in respect of that dispute shall be stayed with immediate effect.
- (b) The English courts are the most appropriate and convenient courts to settle any such dispute in connection with this Deed, save that, if the Collateral Agent invokes the jurisdiction of the New York courts in respect of any dispute, the courts of the State of New York are the most appropriate and convenient courts to settle such dispute, even if the jurisdiction of the English Courts has already been seised. Each Chargor agrees not to argue to the contrary and waives objection to the provisions of this Clause on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed.
- (c) This Clause is for the benefit of the Secured Parties only. To the extent allowed by law, a Secured Party may take:
  - (i) proceedings in any other court; and
  - (ii) concurrent proceedings in any number of jurisdictions.
- (d) References in this Clause to a dispute in connection with this Deed include any dispute as to the existence, validity or termination of this Deed.



## **12.2 Waiver of immunity**

Each Chargor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by a Secured Party against it in relation to this Deed and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

## **12.3 Waiver of trial by jury**

EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THIS DEED OR ANY TRANSACTION CONTEMPLATED BY THIS DEED. THIS DEED MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE  
SECURITY ASSETS**

**PART 1**

**REAL PROPERTY**

**A. Original Property**

<u>Legal Owner</u>	<u>Title No.</u>	<u>Description</u>
Novelis UK Ltd	CH449717	Latchford Works, Thelwall Lane, Warrington
Novelis UK Ltd	CH492388	Land lying to the north west of Thelwall Lane, Warrington
Novelis UK Ltd	CH469667	Land on the north side of Thelwall Lane, Latchford
Novelis UK Ltd	CH469669	Land and buildings lying to the north of Thelwall Lane, Warrington
Novelis UK Ltd	STG 50801	Land at David's Loan Bainsford in Falkirk, Scotland FK2 7XT
Novelis UK Ltd	CH469668	Leasehold property known as land on the north side of Thelwall Lane, Warrington
Novelis UK Ltd	CH333605	Lease of property known as land at Thelwall Lane, Latchford, Warrington, Cheshire WA4 1LH
Novelis UK Ltd.	CH333605 CH553926	Lease of lorry parking area next to Thelwall Lane, Latchford, Warrington, Cheshire WA4 1LH
Novelis UK Ltd		Lease office space in Fort Dunlop, Fort Parkway, Erdington, Birmingham, B24 9FD

**B. Excluded Real Property**

*None at the date of this Deed.*

**PART 2**  
**CHARGED SHARES**

<b><u>Chargor</u></b>	<b><u>Name of Charged Company</u></b>	<b><u>Name of nominee (if any) by whom shares are held</u></b>	<b><u>Class of shares held</u></b>	<b><u>Number of shares held</u></b>
Novelis Europe Holdings Limited	Novelis UK Ltd		Ordinary	292,178,747
Novelis UK Ltd	Novelis Services Limited		Ordinary	201,010,000

**PART 3**

**SPECIFIC PLANT AND MACHINERY**

Chargor

Description

*None at the date of this Deed.*

## PART 4

### SECURITY CONTRACTS

#### A. Primary Contracts

<u>Chargor</u>	<u>Description</u>
Novelis Europe Holdings Limited; Novelis Services Limited; and Novelis UK Ltd.	Transactional Banking Services Agreement dated on or after 1 December 2010 between Deutsche Bank AG, Novelis Europe Holdings Limited, Novelis Services Limited and Novelis UK Ltd
Novelis UK Ltd	Cash Management Agreement dated 1 December 2012 between Novelis Aluminium Holding Company, Novelis UK Ltd, Novelis AG, Novelis Deutschland GmbH, Novelis Italia S.p.A., Novelis Lamines France S.A.S., Novelis PAE S.A.S., Novelis Sheet Ingot GmbH, Aleris Aluminum UK Limited and Novelis Switzerland SA
Novelis Services Limited; and Novelis UK Ltd.	Trademark License Agreement dated 1 October 2013 between Novelis UK Limited, Novelis Services Limited, Novelis Corporation, Novelis Switzerland SA, Novelis Deutschland GmbH, Novelis PAE S.A.S., Novelis Inc, Novelis Italia S.p.A., Novelis Korea Limited, Novelis MEA Ltd. and Novelis (Shanghai) Aluminium Trading Co. Ltd
Novelis Europe Holdings Limited	Intercompany promissory note (Loan number 908) between Novelis Inc. and Novelis Europe Holdings Limited for a term between 22 March 2018 and 20 March 2026 for \$40,015,743.82

#### B. Secondary Contracts

*None at the date of this Deed.*

## PART 5

### SPECIFIC INTELLECTUAL PROPERTY

<b>Jurisdiction</b>	<b>Mark</b>	<b>Status</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Owner</b>
United Kingdom	ADVANZ	Registered	UK00801139792	UK00801139792	Novelis Services Ltd.
United Kingdom	NOT JUST ALUMINIUM, NOVELIS ALUMINIUM	Registered	UK00911247962	UK00911247962	Novelis Services Ltd.
United Kingdom	NOVELIS	Registered	UK00904032901	UK00904032901	Novelis Services Ltd.
United Kingdom	CU77A (and design) (color)	Registered	UK00913545611	UK00913545611	Novelis Services Ltd.
United Kingdom	NOVELIS FUSION (and design)	Registered	2420859	2420859	Novelis Services Ltd.
United Kingdom	HRC57S & Design (series of color and b&w marks)	Registered	3577523	3577523	Novelis Services Ltd.
United Kingdom	HRC73A & Design (series of color and b&w marks)	Registered	3577600	3577600	Novelis Services Ltd.
United Kingdom	NOVELIS AQ	Registered	UK00918120701	UK00918120701	Novelis Services Ltd.
United Kingdom	THINKCANS (and design)	Registered	2392058	2392058	Novelis UK Limited
United Kingdom	AL:SUST	Registered	UK00003745068	UK00003745068	Novelis Services Ltd.
United Kingdom	EVERCYCLE	Registered	UK00003729628	UK00003729628	Novelis Services Ltd.
United Kingdom	AL: SUST (and design)	Registered	UK00003815802	UK00003815802	Novelis Services Ltd.

**PART 6**  
**SECURITY ACCOUNTS**

<u>Account Bank</u>	<u>Account Numbers</u>	<u>Account Name</u>
Deutsche Bank AG, [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Novelis UK Ltd
Deutsche Bank AG, [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Novelis Europe Holdings Limited
Deutsche Bank AG, [REDACTED]	[REDACTED]	Novelis Services Limited

**SIGNATORIES**

**(SUPPLEMENTAL GUARANTEE AND SECURITY AGREEMENT (TERM LOAN))**

**Chargors**

SIGNED as a Deed by Gregg Murphey )

Attorney

NOVELIS UK LTD acting by its )  
attorney in the presence of a witness:

)

)

Signature of witness

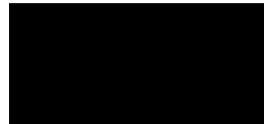
Name of witness

Address of witness

Occupation of witness



SIGNED as a Deed by Gregg Murphey )



Attorney

NOVELIS SERVICES LIMITED )

acting by its attorney in the presence of a  
witness: )

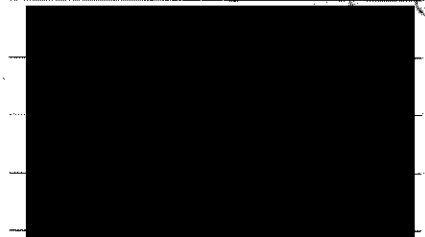
)



Signature of witness

Teresa Murphey

Name of witness



Address of witness

Occupation of witness

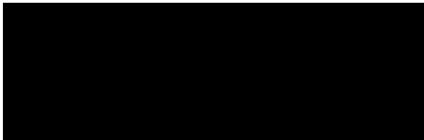
SIGNED as a Deed by Gregg Murphey )



Attorney

NOVELIS EUROPE HOLDINGS )  
LIMITED acting by its attorney in the  
presence of a witness: )

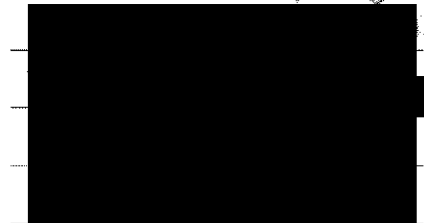
)



Signature of witness

Teresa Murphey

Name of witness



Address of witness

Occupation of witness

**The Collateral Agent**

Executed as a deed by  
**STANDARD CHARTERED BANK**  
in its capacity as Collateral Agent  
acting by authorised signatory:

A black rectangular box redacting the signature of the authorized signatory.

**Name: Gian Moreira**

**Title: Director**