

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME
<b>RESUBMIT DOCUMENT ID:</b>	507434060
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALERIS ROLLED PRODUCTS GERMANY GMBH	08/23/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NOVELIS KOBLENZ GMBH
<b>Street Address:</b>	CARL-SPAETER-STRASSE 10
<b>City:</b>	KOBLENZ
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	56070
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14782097
Application Number:	14112074
Application Number:	14112179
Application Number:	14901253
Application Number:	14900596
Application Number:	16071319
Application Number:	16071294
Application Number:	63198906
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	106864-1290229
<b>NAME OF SUBMITTER:</b>	HUI CHIN SMITH

<b>SIGNATURE:</b>	/Hui Chin Smith/
<b>DATE SIGNED:</b>	10/06/2022
<b>Total Attachments: 30</b> source=Novelis Koblenz GMBH change of name translations with certifications#page1.tif source=Novelis Koblenz GMBH change of name translations with certifications#page2.tif source=Novelis Koblenz GMBH change of name translations with certifications#page3.tif source=Novelis Koblenz GMBH change of name translations with certifications#page4.tif source=Novelis Koblenz GMBH change of name translations with certifications#page5.tif source=Novelis Koblenz GMBH change of name translations with certifications#page6.tif source=Novelis Koblenz GMBH change of name translations with certifications#page7.tif source=Novelis Koblenz GMBH change of name translations with certifications#page8.tif source=Novelis Koblenz GMBH change of name translations with certifications#page9.tif source=Novelis Koblenz GMBH change of name translations with certifications#page10.tif source=Novelis Koblenz GMBH change of name translations with certifications#page11.tif source=Novelis Koblenz GMBH change of name translations with certifications#page12.tif source=Novelis Koblenz GMBH change of name translations with certifications#page13.tif source=Novelis Koblenz GMBH change of name translations with certifications#page14.tif source=Novelis Koblenz GMBH change of name translations with certifications#page15.tif source=Novelis Koblenz GMBH change of name translations with certifications#page16.tif source=Novelis Koblenz GMBH change of name translations with certifications#page17.tif source=Novelis Koblenz GMBH change of name translations with certifications#page18.tif source=Novelis Koblenz GMBH change of name translations with certifications#page19.tif source=Novelis Koblenz GMBH change of name translations with certifications#page20.tif source=Novelis Koblenz GMBH change of name translations with certifications#page21.tif source=Novelis Koblenz GMBH change of name translations with certifications#page22.tif source=Novelis Koblenz GMBH change of name translations with certifications#page23.tif source=Novelis Koblenz GMBH change of name translations with certifications#page24.tif source=Novelis Koblenz GMBH change of name translations with certifications#page25.tif source=Novelis Koblenz GMBH change of name translations with certifications#page26.tif source=Novelis Koblenz GMBH change of name translations with certifications#page27.tif source=Novelis Koblenz GMBH change of name translations with certifications#page28.tif source=Novelis Koblenz GMBH change of name translations with certifications#page29.tif source=Novelis Koblenz GMBH change of name translations with certifications#page30.tif	



March 8, 2022

**Certification**

**Welocalize Translations**

**TRANSLATOR'S DECLARATION:**

I, Asya Sokirko, hereby declare:

That I possess advanced knowledge of the German (Germany) and English (United States) languages. The attached German (Germany) into English (United States) translation has been translated by me and to the best of my knowledge and belief, it is a true and accurate translation of: Novelis Koblenz GmbH-Koblenz\_HRB\_4239+Chronologischer\_Abdruck-commercial extract - 20210914090203

A handwritten signature in cursive script that reads "Asya Sokirko".

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Asya Sokirko

**Project Number: # NOVL\_2203\_P0007**

15 W. 37th Street 4th Floor  
New York, NY 10018  
212.581.8870

**PATENT**  
**REEL: 061352 FRAME: 0412**

Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management bodies, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
1	<p>a) <u>Corus Aluminium GmbH</u></p> <p>b) Koblenz</p> <p>c) Manufacturing and sales of aluminum and aluminum products, trade in raw materials and chemicals, and services to associated companies.</p>	EUR 51,130,000.00	<p>a) If only one manager is appointed, such manager shall represent the company alone. If multiple managers are appointed, the company shall be represented by two managers or by one manager jointly with a Prokurist.</p> <p>b) Manager: <u>Dr. Graf, Werner Josef, Bad Waldsee, DOB 10/08/1950</u> authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.</p> <p>Manager: <u>Haszler, Alfred, Vallendar, DOB 10/29/1945</u> authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.</p> <p>Manager: <u>Darnian, Gunter, Dusseldorf, DOB 01/31/1957</u> authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.</p> <p>Manager: <u>Stroh, Volker, Weinbach, DOB 11/30/1960</u> with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.</p>	<p>Joint Prokura with one manager or another Prokurist with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.</p>	<p>a) Limited Liability Company [Gesellschaft mit beschränkter Haftung]</p> <p>Shareholders' agreement dated 10/28/1987, amended multiple times</p> <p>b) On October 26 and 27, 2004, the company and Corus Deutschland GmbH with a registered office in Koblenz entered into a control and profit transfer agreement, which was approved by the meeting of shareholders of the controlled company on 11/03/2004 and by the meeting of shareholders of the controlling company on 10/28/2004.</p>	<p>a) 09/19/2005 Wessel</p> <p>b) Date of first entry: 08/10/1993 This sheet was re-written for electronic processing and substitutes the existing register sheet. Released on 09/19/2005.</p>
2					<p>a) The meeting of shareholders of 07/26/2006 resolved to amend Section 17 (Fiscal Year) of the Shareholders' agreement.</p>	<p>a) 07/26/2006 Parschau</p> <p>b) Shareholders' agreement, sheet 547 et seq. of the special volume</p>

Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management bodies, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
	2	3	4	5	6	7
1						
3					b) The control and profit transfer agreement of October 26 and 27, 2004 between Corus Deutschland GmbH as a controlling company and Corus Aluminium GmbH as a controlled company was terminated by the agreement dated August 1, 2006 effective as of the end of the current fiscal year ending on August 1, 2006 at midnight.	a) 10/24/2006 Scherbath
4					b) On 10/16/2006, a profit transfer agreement was entered into with Aleris Deutschland Holding GmbH with a registered office in Frankfurt am Main (Local Court of Frankfurt am Main, HRB 76855) as a controlling company. The meeting of shareholders approved it on 10/16/2006. For further information see the said agreement and the approving resolutions.	a) 10/26/2006 Scherbath
5					a) The meeting of shareholders of 11/03/2006 resolved to amend Section 17 (Fiscal Year) of the shareholders' agreement.	a) 11/13/2006 Scherbath
6	a) Aleris Aluminium GmbH				a) The meeting of shareholders of 12/06/2006 resolved to amend Section 1 (Company Name) of the shareholders' agreement.	a) 12/19/2006 Scherbath
7	a) Aleris Aluminium GmbH				b) Correction ex officio	a) 12/19/2006 Scherbath
8	a) Aleris Aluminium GmbH					a) 12/22/2006 Scherbath b) Company name change ex officio
9			b) Manager: Lorenzen-Post, Hans Werner, Kirsleqq,			a) 06/13/2007 Neuhäuser

Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management organs, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
1	2	3	4	5	6	7
10			b) No longer manager: Lorenzen-Post, Hans Werner, Kitzlegg, DOB 01/18/1956 Appointed: Manager: Dr. Heinz, Alfred, Niederrahr, DOB 08/16/1959			a) 05/06/2008 Neuhauser
11	b) Business address: Carl-Spaeter-Str. 10, 56070 Koblenz		b) Following a change of authorization, now Manager: Haszler, Alfred, Vallendar, DOB 10/29/1945 authorized to represent according to the general representation rule with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.			a) 02/20/2009 Quinten
12			b) No longer manager: Haszler, Alfred, Vallendar, DOB 10/29/1945 No longer manager: Stroh, Volker, Weinbach, DOB 11/30/1960			a) 06/18/2009 Quinten
13			b) No longer manager: Dr. Heinz, Alfred, Niederrahr, DOB 08/16/1959	Joint Prokura with one manager: Dr. Heinz, Alfred, Niederrahr, DOB 08/16/1959		a) 08/14/2009 Quinten
14				Prokura cancelled: Redecker, Dieter, Hilbert, DOB 09/01/1943		a) 11/22/2010

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1	2	3	4	5	6	7 Neuhäuser b) Case 17
15			b) Appointed as manager: Crawford, Alasdair David, Zurich, Switzerland, DOB 06/28/1971 authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.			a) 04/23/2012 Zell b) Case 21
16	a) <u>Aleris Rolled Products Germany GmbH</u>				a) The meeting of shareholders of 08/17/2012 resolved to amend Section 1 (Company Name) of the shareholders' agreement and thereby the company name change and a new version of the shareholders' agreement. b) As a receiving legal entity according to the merger agreement dated 08/17/2012 and the approving resolutions of its meeting of shareholders dated 08/17/2012 and the meeting of shareholders of the transferring legal entity dated 08/17/2012, the company merged with Aleris Aluminium Koblenz GmbH with a registered office in Koblenz (Local Court of Koblenz, HRB 3867) (merger by takeover).	a) 09/04/2012 Breuch b) Case 22
17			b) Appointed as manager: Dr. Dulle, Klaus, Erfstadt, DOB 04/08/1970 authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.			a) 09/12/2012 Breuch b) Case 23

Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management organs, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
1	2	3	4 Appointed as manager: Saksi, Olli-Matti, Steinhausen, DOB 01/05/1967 authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.  Appointed as manager: Trilling, Gerhard, Vallendar, DOB 06/20/1968 authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.  No longer manager: Damian, Gunter, Dusseldorf, DOB 01/31/1957	5	6	7
18			b) No longer manager: Saksi, Olli-Matti, Steinhausen, DOB 01/05/1967	Prokura cancelled: Dr. Heinz, Alfred, Niederahr, DOB 08/16/1959		a) 03/28/2013 Wildenberg b) Case 25
19			b) No longer manager: Saksi, Olli-Matti, Steinhausen, DOB 01/05/1967			a) 04/23/2013 Lange b) Subsequently marked red ex officio.
20			b) No longer manager: Dr. Dulle, Klaus, Erftstadt, DOB 04/08/1970			a) 08/15/2013 Wildenberg b) Case 28



Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management organs, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
1	2	3	4	5	6	7
21			b) Manager: Dr. Dulle, Klaus, Koblenz, DOB 04/08/1970 authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.			a) 06/04/2014 Spieß-Welp b) Case 29
22					b) The control and profit transfer agreement entered into with Aleris Deutschland Holding GmbH with a registered office in Koblenz (formerly Frankfurt am Main, now Local Court of Koblenz, HRB 20800) on 10/16/2006 was changed by the agreement of 10/17/2014. The meeting of shareholders approved it on 11/24/2014.	a) 12/17/2014 Wildenberg b) Case 31
23			b) No longer manager: Dr. Dulle, Klaus, Koblenz, DOB 04/08/1970			a) 01/22/2015 Wildenberg b) Case 32
24					a) The meeting of shareholders of 10/12/2015 resolved to amend Section 8 (Meeting of Shareholders, Resolutions of Shareholders) of the shareholders' agreement. At the same meeting, changes were introduced to Sections 9 (Number, Appointment and Office Term of Supervisory Board Members), 10 (Tasks and Will Expressions of the Supervisory Board), 11 (Chairperson and Deputies of the Supervisory Board), 12 (Supervisory Board Meeting), 14 (Supervisory Board Resolutions), 17 (Committees), 18 (Transactions Subject to Approval), and 21 (Notices: Other).	a) 11/17/2015 Wildenberg b) Case 34
25					b) As a receiving legal entity according to the merger agreement dated 08/08/2016	a) 06/27/2016 Miosga

Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management organs, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
1	2	3	4	5	6	7
26			b) Appointed as manager: Dr. Monié, Mathias, Cologne, DOB 04/16/1968 authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party. Upon an address change, still appointed as manager: Crawford, Alasdair David, Munich, DOB 06/28/1971		Due to an apparent typo, the name of the transferring company is corrected ex officio: As a receiving legal entity according to the merger agreement dated 06/08/2016 and the approving resolutions of its meeting of shareholders dated 06/08/2016 and the meeting of shareholders of the transferring legal entity dated 06/08/2016, the company merged with Aleris Aluminium Sales Europe GmbH with a registered office in Koblenz (Local Court of Koblenz, HRB 20799) (merger by takeover).	a) 07/08/2016 Miosga b) Case 37 Entry running no. 25 Column 6 corrected due to an apparent typo.
27			b) authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.			a) 07/10/2017 Breitbach b) Case 38
28			b) No longer manager: Trilling, Gerhard, Vallendar, DOB 06/20/1968			a) 08/18/2017 Breitbach

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1	2	3	4	5	6	7
29			b) No longer manager: Crawford, Alasdair David, Munich, DOB 06/28/1971 Appointed as manager: Lucida, Fortunato, Zurich, Switzerland, DOB 10/14/1971 <u>authorized to represent alone with the authority to conclude legal transactions in the name of the company with himself in his own name or as the representative of a third party.</u>			a) 11/06/2020 Lauerbach b) Case 42
30					a) The meeting of shareholders of 02/15/2021 resolved to amend Section 2 (Registered Office, Fiscal Year, Term of the Company) of the shareholders' agreement. b) The control and profit transfer agreement entered into with Aleris Deutschland Holding GmbH in Koblenz (Local Court of Koblenz, HRB 20800) on 10/16/2006 and changed by the agreement of 10/17/2014 was once again changed by the agreement of 02/15/2021. The meeting of shareholders of the controlled company and the controlling company approved it on 02/15/2021.	a) 02/23/2021 Breitbach b) Case 43
31			b) No longer manager: Lucida, Fortunato, Zurich, Switzerland, DOB 10/14/1971 Appointed as manager: Lambrecht, Anja, nee Niekamp, Hofheim, DOB 02/07/1973			a) 05/19/2021 Frohs b) Case 45

Entry no.	a) Company name b) Registered office, location, domestic business address, person authorized to accept service, branches c) Purpose of the company	Original or share capital	a) General representation b) Executive board, management organs, managing directors, personally-liable shareholders, managers, authorized representatives and special authority	Prokura [general power of commercial representation]	a) Legal form, start, articles of association or shareholders' agreement b) Other legal relationships	a) Entry date b) Comments
1	2	3	4 authorized to represent alone with the authority to conclude legal transactions in the name of the company with herself in her own name or as the representative of a third party.	5	6	7
32	a) Novellis Koblenz GmbH				a) The meeting of shareholders of 08/23/2021 resolved to amend Section 1 (Company Name) of the shareholders' agreement and thereby the company name.	a) 09/14/2021 b) Frohs Case 46



March 8, 2022

**Certification**

**Welocalize Translations**

**TRANSLATOR'S DECLARATION:**

I, Asya Sokirko, hereby declare:

That I possess advanced knowledge of the German (Germany) and English (United States) languages. The attached German (Germany) into English (United States) translation has been translated by me and to the best of my knowledge and belief, it is a true and accurate translation of: Novelis Koblenz GmbH - NK Änderung Gesellschaftsvertrag (name change docs from ARPG)

A handwritten signature in cursive script that reads "Asya Sokirko".

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Asya Sokirko

**Project Number: # NOVL\_2203\_P0007**

15 W. 37th Street 4th Floor  
New York, NY 10018  
212.581.8870

**PATENT**  
**REEL: 061352 FRAME: 0422**

Act no.

2526/2021

Shareholders' Agreement of

**Novelis Koblenz GmbH**  
with the registered office in Koblenz

**Certification under Section 54 of the German Limited Liability Companies Act [GmbHG]**

I hereby certify that the changed provisions of the shareholders' agreement provided below correspond to today's resolution on the company name change, deed no. 2524/2021, and the unchanged provisions correspond to the text most recently submitted to the Commercial Register.

Koblenz, August 23, 2021

[stamp: Dr. Richard Koch-Sembdner, notary public in Koblenz]

[signature]

Notary public

**I. General Provisions**

**§ 1**

**Company Name**

The name of the company is:

Novelis Koblenz GmbH

**§ 2**

**Registered Office, Fiscal Year, Term of the Company**

1. The legal and administrative registered office of the company is located in Koblenz.
2. The fiscal year starts on April 1 and ends on March 31 of the following year. The fiscal year starting on January 1, 2021, and ending on March 31, 2021, is a short fiscal year.
3. The term of the company is indefinite.

**§ 3**

**Subject Matter**

1. Subject matter of the company is manufacturing and sales of aluminum and aluminum products, trade in raw materials and chemicals, and services to associated companies.
2. The company may operate any business directly or indirectly which may be deemed as beneficial for the company. The company has the right to open domestic and foreign branches and subsidiaries and acquire or participate in other domestic or foreign companies.

## **II. Share Capital, Shares**

### **§ 4**

#### **Share Capital and Capital invested**

The share capital is EUR 51,130,000.00 (in words: Fifty One Million One Hundred Thirty Thousand euros 00/100).

### **§ 5**

#### **Shares**

1. Fully paid-in shares of a shareholder can be split and merged. A merger and split of shares shall only be valid if approved by a shareholders' resolution of all shareholders entitled to vote. A split and merger must be promptly notified to the management in writing and accompanied by the shareholders' resolution. In the event of split or merger, the management must promptly submit an updated list of shareholders to the Commercial Register.
2. An assignment, pledge or other encumbrance of shares or their parts shall only be valid if approved by a shareholders' resolution of all shareholders entitled to vote.

## **III. Management and authorization to represent**

### **§ 6**

#### **Management**

1. The company has one or several shareholders.
2. The management must act in accordance with the stipulations of the law, this shareholders' agreement and the general and specific instructions of shareholders. The managers require prior approval of the supervisory board for transactions listed in Section 18 of this shareholder agreement.
3. The general meeting of shareholders can resolve at any time, without having to change the articles of association, that the managers require prior consent of the general meeting of shareholders or the supervisory board for certain transactions and steps. The general meeting of shareholders can expand, limit or change the list of transactions subject to approval at any time.



## § 7

### Representation

1. If only one manager is appointed, such manager shall represent the company alone. If multiple managers are appointed, the company shall be represented by two managers or by one manager jointly with an authorized signatory [Prokurist].
2. The general meeting of shareholders may grant to any manager the authority to represent the company alone and a waiver from the restriction under Section 181 of the German Civil Code [BGB].

## IV. General Meeting and Resolutions of Shareholders

### § 8

#### General Meeting of Shareholders, Resolutions of Shareholders

1. The general meeting of shareholders shall be convened by the supervisory board chairperson. Each shareholder whose shares have the nominal value of at least ten percent of the share capital has the right to convene the general meeting of shareholders at any time.
2. The shareholders shall elect the chairperson by a majority of votes cast.
3. Resolutions of shareholders shall be passed at the general meetings. As long as the law does not prescribe any specific form, resolutions of shareholders may also be passed outside of general meetings by written, telephone or e-mail voting, if every shareholder takes part in the voting.
4. A general meeting of shareholders shall take place in the first eleven months of the fiscal year. It shall pass a resolution on approval of the financial statements and appropriation of profit and loss, discharge of the managers and supervisory board members. The abovesaid resolutions may be passed by written, telephone or e-mail voting. Consolidated financial statements shall be approved by the supervisory board.
5. Among other things, the following matters shall be decided upon by a resolution of the shareholders:
  - (a) appointment and dismissal of managers, general representatives and Prokurists;
  - (b) issuance of bylaws and a business allocation plan for the management;

- (c) issuance of general directives and specific instructions to the managers, as well as issuance, amendment, expansion and waiver of general or special consent requirements;
  - (d) ordering a special audit under Section 142 et seq. of the German Stock Corporation Act (AktG);
  - (e) approval of financial statements;
  - (f) choice of auditor;
  - (g) transfer of the authority to represent alone to managers and release of managers from the restriction under Section 181 BGB under Clause 7(2) of this shareholders' agreement.
6. Statutory provisions apply to all other aspects.

## **V. Supervisory Board**

### **§ 9**

#### **Number, Appointment and Office Term of Supervisory Board Members**

1. The company shall have a supervisory board. The supervisory board shall consist of six members, two being appointed according to the provisions of One-Third Participation Act [DrittelbG] and the rest by a resolution of the general meeting of shareholders. The supervisory board is subject, to the extent applicable, to the provisions of One-Third Participation Act [DrittelbG], the provisions of the German Stock Corporation Act (AktG), and the provisions of this shareholders' agreement.
2. The tasks of the supervisory board are provided by the law and the shareholders' agreement. Guidelines are not mandatory for the supervisory board members. The supervisory board shall closely collaborate in good faith with the management to perform its tasks for the benefit of the company.
3. Supervisory board members of shareholders shall be appointed and dismissed by a resolution of the general meeting of shareholders. The election and dismissal of the supervisory board members of employees shall be governed by the provisions of DrittelbG.
4. The office term of the supervisory board shall be five years starting from the end of the general meeting of shareholders, which [passed a resolution on] the approval of the financial statements for the fiscal year preceding the election. Section 102(1) AktG applies. The office term of the first supervisory board starts at the time of the meeting establishing it.
5. Upon expiration of the office term, the supervisory board members of employees shall stay in office until the new elections. Supervisory board members may be reelected.

6. Each member of the supervisory board may resign from their office upon a four weeks' notice, even without an important reason, by issuing a written statement to the chairperson of the supervisory board. All substitute elections or appointments for members who resigned prior to the end of their office term shall be performed for the rest of the office term of the resigned member.

#### **§ 10**

##### **Tasks and Will Expressions of the Supervisory Board**

1. The supervisory board shall supervise the management process. The general meeting of shareholders may issue further tasks and decision authorities to the supervisory board.
2. The Supervisory Board shall review the annual and consolidated financial statements, which shall be produced by the managers, and forward them to the general meeting of shareholders along with a report on its review. At the end of the report, the supervisory board shall state whether it approves the annual and consolidated financial statements produced by the board of directors. The general meeting of shareholders need not produce an additional approval of the consolidated financial statements. The auditor must be invited to the supervisory board meeting for the review of the annual and group financial statements.
3. Declarations of intent of the supervisory board shall be produced by the chairperson of the supervisory board on its behalf.

#### **§ 11**

##### **Chairperson and Deputies of the Supervisory Board**

1. The supervisory board, led by the oldest attending member, shall choose among its members a chairperson and at least one deputy.
2. If the chairperson or their deputy resigns from the office prior to the office term expiration, the supervisory board shall promptly perform a new election for the rest of the term.

## **§ 12**

### **Supervisory Board Meetings**

1. The Supervisory Board must hold at least two meetings per calendar year. Extraordinary meetings shall be convened as needed.
2. Decisions of the supervisory board shall be made at its meetings. Outside of the meetings, decisions of the supervisory board can be made via a parallel procedure (fax or e-mail suffice), by circulating the motion (fax or e-mail suffice), or by telephone if the supervisory board chairman so decides. Supervisory board members have no right to raise objections against it.
3. The supervisory board shall be convened by the chairperson, or the deputy, if the former is unable to do so. At least a two week notice shall be issued in written or text form (by fax or e-mail). The day on which the invitation is sent and the day of the meeting do not count for the purposes of the notice period. In urgent cases, the chairperson may reduce the notice period to the maximum of three days and invite orally, by telephone or in text form (by fax or e-mail).
4. Invitation to the meeting shall also state its agenda. The documents required by specific agenda items shall be sent to the supervisory board members as early as possible. Further suggestions on agenda items may be submitted to the supervisory board chairperson or an authorized person no later than seven days prior to the beginning of the meeting.
5. Any supervisory board member or management member may request, stating the purpose and grounds, that the supervisory board chairperson promptly convene the supervisory board. The meeting must take place within two weeks after the invitation is issued. If the request is not granted, then the supervisory board member or management member may convene the supervisory board themselves, stating the purpose and grounds.

## **§ 13**

### **Management of the Meetings**

1. The supervisory board chairperson shall lead the meetings and ensure that they are properly conducted. If the chairperson cannot do so, the meetings shall be led by the deputy. If the deputy cannot do so, either, then the meetings shall be led by the oldest member.
2. The person leading the meeting shall determine the order in which the agenda items are treated and the type of voting. They can defer the decision-making on specific or all agenda items if there is an important reason to do so. They are not authorized to repeatedly defer the same agenda item.

3. The management members shall take part in the meetings if the chairperson of the supervisory board decides so. Experts and informed individuals can be invited to discuss specific topics, as long as they undertake to maintain confidentiality or are subject to confidentiality duty by virtue of their occupation. The chairperson of the supervisory board shall decide who participates in a meeting. Supervisory board members who cannot take part in a meeting may be represented by authorized third parties, if the latter first undertake to maintain confidentiality or are subject to confidentiality duty by virtue of their occupation.

#### **§ 14**

##### **Supervisory Board Resolutions**

1. The supervisory board shall have a quorum if at least a half of its members take part in passing the resolution, unless there are mandatory legal provisions to the contrary. A member of the supervisory board also takes part in passing the resolution if they abstain. Absent members of the supervisory board may take part in the meeting by telephone or video link, if the chairperson of the supervisory board decides so. Absent members of the supervisory board may also take part in passing the resolution by producing their votes in writing via another supervisory board member. Section 108(2)(4) AktG shall apply. Members of the supervisory board have no right to raise objections against this procedure.
2. The supervisory board shall pass its resolutions by a majority of votes cast, unless there are mandatory provisions to the contrary. Abstained votes do not count. If there is a tie, each member of the supervisory board has the right to call a new voting. If the new voting on the same matter still results in a tie, the vote of the chairperson shall be tie-breaking.
3. Resolutions and consultations on matters that are not on the agenda require agreement of all supervisory board members.

#### **§ 15**

##### **Minutes of Meetings and Resolutions**

1. Minutes of decisions of the supervisory board shall be taken. They must be signed by the supervisory board chairperson. The chairperson may appoint a minute-taker, who need not be a member of the supervisory board, if such person first undertakes to maintain confidentiality.

2. The minutes shall state the place and day of the meeting or resolutions, the participants, agenda items, the most important aspects of negotiations, and the resolutions of the supervisory board. All members of the supervisory board shall receive a copy of the minutes within six weeks of the end of the meeting. Resolutions passed outside of meetings must be produced by the chairperson in writing and sent to all members.
3. The chairperson of the supervisory board is authorized to produce declarations of intent on behalf of the supervisory board required to perform the resolutions of the supervisory board.

## **§ 16**

### **Minutes of Meetings and Resolutions**

1. The supervisory board members must keep confidential from third parties the facts that become known to them in the course of their work as supervisory board members, whose disclosure could damage the interests of the company or an affiliated company, especially business and trade secrets, as well as obtained confidential reports and confidential consultations. This obligation survives the end of their office term. The confidentiality duty specifically covers voting, the course of the meetings, opinions and personal statements of specific members of the supervisory board.
2. If a supervisory board member is intending to provide to a third party information that cannot be released publicly, they must first obtain a permission of the chairperson of the supervisory board. If the latter does not agree to the release, the latter must inform about this the other supervisory board members and promptly obtain a statement from the supervisory board. Until such statement has been produced, the affected supervisory board member must maintain confidentiality about the facts they learned by virtue of their office.
3. When resigning from their office, members of the supervisory board must promptly surrender to the company all documents, such as meeting minutes, memos, correspondence, records and the like, which are related to the company business and are in their possession. This obligation also covers duplicates and copies. Members of the supervisory board have no right to retain such documents.

**§ 17**  
**Committees**

1. The supervisory board may form committees and transfer certain tasks to them. The supervisory board shall in each case choose one committee member to act as a chairperson and one committee member as a deputy.
2. Resolutions of all committees shall be subject to the rules applicable to the supervisory board.

**§ 18**  
**Transactions Subject to Approval**

1. The following transactions of the management require a prior approval of the supervisory board of the company, if they are essential for the company:
  - (a) creation and acquisition of companies, participations or entire business units; disposal of direct subsidiaries;
  - (b) mergers and long-term joint ventures, cooperation and strategic alliances with non-affiliated companies within the meaning of Section 15 AktG;
  - (c) initiation of new and termination of the existing production and business branches;
  - (d) creation and acquisition of new and disposal, termination and moving of the existing production sites of the company.
2. Matters are essential for the company if a single transaction covers more than five percent of the consolidated proceeds of the company for the preceding fiscal year.
3. In specific cases, the supervisory board may, notwithstanding Sections 18(1) and (2) above, make further transactions and steps essential for the company subject to its approval.
4. Should the supervisory board withhold its approval of a transaction subject to approval, the matter must be promptly submitted to the general meeting of shareholders for consideration.

## **§ 19**

### **Conflict of Interests**

1. Each member of the supervisory board is bound by interests of the company. When making decisions, the members may not either pursue their personal interests or use business opportunities available to the company.
2. Each supervisory board member must disclose to the supervisory board conflicts of interests, especially those that may arise out of a consulting or controlling function in respect of customers, suppliers, loan issuers or other business partners. The information should be forwarded to the chairperson.

## **§ 20**

### **Compensation of Supervisory Board Members**

The supervisory board members shall receive compensation of their cash expenses. Compensation for their work shall be determined by the meeting of shareholders.

## **VI. Final Provisions**

### **§ 21**

#### **Notices; Other**

1. Notices of the company shall be published solely in the electronic Federal Gazette.
2. If legal transactions of the company or legal relationships of the shareholders among each other are not governed by this shareholders' agreement, the statutory provisions shall apply.
3. If certain provisions of this shareholders' agreement are invalid or this shareholders' agreement contains loopholes, this shall not affect the validity of the other provisions. Instead of the invalid provisions, a valid provision should be agreed that corresponds to the meaning and purpose of the invalid provision. In case of loopholes, a provision should be agreed that corresponds to what would have been agreed according to the meaning and purpose of this shareholders' agreement, had the parties thought about the matter from the very beginning.





March 8, 2022

**Certification**

**Welocalize Translations**

**TRANSLATOR'S DECLARATION:**

I, Asya Sokirko, hereby declare:

That I possess advanced knowledge of the German (Germany) and English (United States) languages. The attached German (Germany) into English (United States) translation has been translated by me and to the best of my knowledge and belief, it is a true and accurate translation of: Novelis Koblenz GmbH - NK Gesellschafterbeschluss (name change docs from ARPG)

A handwritten signature in cursive script that reads "Asya Sokirko".

---

Asya Sokirko

**Project Number: # NOVL\_2203\_P0007**

15 W. 37th Street 4th Floor  
New York, NY 10018  
212.581.8870

**PATENT**  
**REEL: 061352 FRAME: 0434**

## RESOLUTION OF SHAREHOLDERS

[logo]

Produced in Koblenz on August 23, 2021

Before the notary public

**Dr. Richard Koch-Sembdner**

whose place of business is in Koblenz

appeared the following person personally known to the notary public:

Dr. Mathias Monjé,  
born on April 16, 1968,  
residing at Kriegerhofstr. 9, 50769 Cologne,

acting not on his own behalf, but as a manager authorized to represent the company alone and released from the limitations of Section 181 of the German Civil Code [BGB], on behalf of Aleris Deutschland Holding GmbH with the registered office in Koblenz, entered in the Commercial Register of the Local Court of Koblenz under number HRB 20800; we refer to the acts of the register.

It is first stated that saving of personal data and sending of drafts, deeds and notices via unencrypted e-mails was and still is accepted. Furthermore, in response to the question of the notary public, it is stated that the participant of this deed acts in his own name, unless representation of a third party is expressly declared.

Procedure ID: 30003

64816.docx

The appearing person, acting as stated above, then asked to certify the following

**Resolution of Shareholders**

**A.**

**Background**

Aleris Deutschland Holding GmbH (in future called Novelis Deutschland Holding GmbH) (hereinafter, the **Shareholder**) with the registered office in Koblenz, currently holds all shares of

**Alleris Rolled Products Germany GmbH**

with the registered office in Koblenz, entered in the Commercial Register of the Local Court of Koblenz under number HRB 4239 (hereinafter, the **Company**).

**B.**

**Resolution of Shareholders**

Waiving all requirements to form and time of convocation, announcement and performance of a general meeting of shareholders under the laws and the shareholders' agreement, the Shareholder holds today an extraordinary

**General Meeting of Shareholders**

of the company and unanimously passes the following resolution:

The name of the company is changed to Novelis Koblenz GmbH.

Section 1(1) of the shareholders' agreement shall read as follows:

**"§ 1**

**Company Name**

The name of the company is:

Novelis Koblenz GmbH"

The appearing person then declares the general meeting of shareholders closed.

Objections to the above resolutions are waived.

No further resolutions have been passed.

**C.**

**Other**

The company bears the costs of this deed and its performance.

Approvals of all kinds with respect to this deed should become valid for all participants upon their receipt by the notary public holding the office.

Should any provision of this deed be or become invalid or contestable for any legal reason, this should not affect the rest of the deed, which should be performed according to its meaning.

The notary public or his official successor, as well as the employees of the notary public – Ms. Britta Tegen, Ms. Mareike Bender, Mr. Sonja Doß, Mr. Ursula Sachs and Mr. Marén-Miriam Rankers, whose place of business is Friedrich-Ebert-Ring 4, 56068 Koblenz, are hereby authorized, each personally and with a waiver of Section 181 BGB, to make all changes and amendments of this agreement, the resulting resolutions and statements of the company or the shareholders, and to make, change and amend all registrations in the Commercial Register required or expedient for performance of this deed. The power of attorney can be revoked at any time.

The power of attorney is unrestricted with respect to the Commercial Register.

The notary public points out that changes to articles of association only become valid with respect to third parties upon their entry in the Commercial Register.

This document was read aloud by the notary public to the appearing person, accepted and then personally signed as follows:

[signatures]



March 8, 2022

**Certification**

**Welocalize Translations**

**TRANSLATOR'S DECLARATION:**

I, Asya Sokirko, hereby declare:

That I possess advanced knowledge of the German (Germany) and English (United States) languages. The attached German (Germany) into English (United States) translation has been translated by me and to the best of my knowledge and belief, it is a true and accurate translation of: Novelis Koblenz GmbH - NK HR-Anmeldung (name change docs from ARPG)

A handwritten signature in cursive script that reads "Asya Sokirko".

---

Asya Sokirko

**Project Number: # NOVL\_2203\_P0007**

15 W. 37th Street 4th Floor  
New York, NY 10018  
212.581.8870

**PATENT**  
**REEL: 061352 FRAME: 0439**

Municipal Court  
– Commercial Register –  
Karmeliterstraße 14  
56068 Koblenz

**Aleris Rolled Products Germany GmbH, Carl-Spaeter-Str. 10, 56070 Koblenz**  
**- HRB (Commercial Register. Dept. B) 4239 –**

---

I, the undersigned manager of the company, authorized to solely represent, hereby submit

- the notarized record of the extraordinary meeting of shareholders of the company of today, deed no. 2524/2021 of the certifying notary public, which contains the change of the shareholders' agreement,
- the complete text of the shareholders' agreement along with notarization under Section 54(1)(2) of the German Limited Liability Company Act [GmbHG],

and submit for entry in the Commercial Register the following:

The name of the company has been changed to

**Novelis Koblenz GmbH**

Clause 1(1) of the shareholders' agreement has been changed accordingly.

I hereby grant to the certifying notary, Dr. Richard Koch-Sembdner of Koblenz, and his official successor

power of attorney

to produce and receive all necessary statements that might yet be required to complete the registration in the Commercial Register and to perform legal actions and transactions expedient for this purpose. This also applies to changes and/or amendments to such registration in the Commercial register. The authorized persons are also authorized to change, amend, and withdraw applications made to such Commercial Register, and to submit further applications. The power of attorney is not restricted in relation to third parties. The power of attorney expires upon registration of the above matter in the Commercial Register.

Koblenz, August 23, 2021

[signature]

(Dr. Mathias Monjé)

[seal]

Note on signature certification

Today, I have officially certified the signature made in my presence of

Dr. Mathias Monjé,  
born on April 16, 1968,  
residing at Kriegerhofstr. 9, 50769 Cologne,

whom I know personally.

I have verified the signed statement for its ability to be registered.

Koblenz, August 23, 2021

[stamp: Dr. Richard Koch-Sembdner, notary public in Koblenz]

[signature]

Notary public