

RIGHT OF ENTRY WITH RELEASE

THIS RIGHT OF ENTRY WITH RELEASE (“Right of Entry”), dated as of June 16, 2026, made and entered into by and between **BALDWIN COUNTY, ALABAMA** by and through the Baldwin County Commission, a body politic and political subdivision of the State of Alabama (the “County”), and **NOVELIS CORPORATION**, a Texas corporation (“Novelis”). The County and Novelis are each a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, Novelis is the owner of certain real property in Baldwin County, Alabama, as identified on the attached **Exhibit A** (the “Property”);

WHEREAS, the County desires to enter upon the Property for the purpose of performing, or having performed on its behalf, certain surveying and soil boring activities within certain designated areas of the Property, as more specifically identified by the “hatched areas” shown on **Exhibit A** (the “Affected Areas”) and as further provided below, to support the start of the design of the Baldwin Beach Express II and Willie Cooper Rd Extension near the Property (the “Project”); and

WHEREAS, Novelis has conditionally agreed to permit the County and its employees, contractors, and agents (specifically including Volkert, as further provided below) to enter upon the Property for said purposes, but only upon Novelis's receipt of this written agreement from the County releasing and indemnifying Novelis as more fully set forth herein below, and the County’s continuing compliance with the requirements of this Right of Entry.

NOW, THEREFORE, KNOW ALL MEN by these presents that the undersigned County, for and in consideration of Novelis's permission to enter upon its Property for the limited purposes set forth herein, does hereby remise, release, forever discharge and agree to defend, indemnify and hold harmless Novelis, its successors and assigns, and its respective parent, subsidiary and affiliated companies, and all their shareholders, partners, members, managers, representatives, directors, officers, agents, servants, successors, heirs, assigns, insurers or insureds, agents and any and all other persons, firms, organizations and/or corporations whatsoever (collectively, the “Releasees”) from and against any and all claims, demands, actions, causes of action, liabilities, losses, damages, penalties, fines, costs, expenses, judgments, and fees, including reasonable attorneys’ fees and consultant costs, arising out of or relating to (i) the County’s or any Contractors entry onto or presence on the Property; (ii) the performance of any Permitted Activities; (iii) any bodily injury, death, property damage, trespass,

lien, or mechanics' lien caused by the County or any Contractor; (iv) any release, discharge, spill, migration, disturbance, exacerbation, or spread of hazardous materials caused by or arising from the County's or any Contractor's activities; (v) any sampling, boring, drilling, excavation, testing, monitoring, transport, storage, handling, treatment, or disposal of soil, groundwater, surface water, waste, investigation-derived waste, decontamination fluids, or other materials generated by or in connection with the Permitted Activities; (vi) any violation of law, permit, order, or regulatory requirement by the County or any Contractor in connection with the Permitted Activities; and (vii) any remediation, cleanup, response, corrective action, restoration, natural resource damage, or agency-directed action required as a result of the County's or any Contractor's activities. This indemnity applies regardless of whether a claim is alleged to have been caused in part by any Releasee but shall not apply to the extent that the claim was caused solely by the gross negligence or willful misconduct of Novelis.

Novelis hereby grants the County a right of access ("Right of Access") to the Property for the limited purposes of (i) conducting a survey, geotechnical studies, soil borings or other invasive testing, and environmental site assessment and related environmental inspections (but such environmental assessments or inspections shall not include any further recommended limited site investigations or Phase II testing without Novelis's prior written consent) of the Affected Areas on the Property, and/or other similar or customary due diligence activities on or about the Affected Areas on the Property, as is reasonably determined appropriate by the County, and (ii) using commercially reasonable efforts to restore the Property to its prior condition, if reasonably requested by Novelis (collectively, the "Permitted Activities"); provided, however, that the Parties shall hold an initial kick-off meeting prior to commencement of any Permitted Activities to review in reasonable detail the scope of the work and timing of any such activities the County intends to conduct. The Permitted Activities shall be limited to the Affected Areas, and the Right of Access shall be limited to the timing approved by Novelis, the personnel identified by the County in advance, and the approved access routes and staging areas. Novelis makes no representation or warranty regarding surface conditions, subsurface conditions, utilities, hazardous materials, suitability, safety, or accuracy of any prior site information, and the County hereby assumes those risks.

The Right of Access granted to the County herein shall include, to the limited extent necessary to perform or conduct any of the Permitted Activities, the County's contractors and agents (collectively, "Contractors," or individually a "Contractor"; it is expressly understood by the Parties hereto that Volkert shall be deemed a Contractor), provided that any such Contractor shall obtain insurance required of the County hereunder, naming Novelis as additional insured with waiver of subrogation, and proof of such insurance shall be provided to Novelis prior to such Contractor's accessing the Property. The County and its Contractors shall keep the results of its environmental and other investigations of the Property strictly confidential, subject to applicable state law. The County shall deliver to Novelis copies of any surveys or written reports relating to the Property prepared for or on behalf of the County by its Contractor, provided the County may reasonably redact such information from said surveys or reports which contains proprietary and confidential information concerning the Project.

The County and each Contractor shall perform all Permitted Activities in strict compliance with all applicable laws, permits, orders, industry standards, and Novelis site requirements. Before entering the Property or performing any Permitted Activities, the County shall ensure that all County personnel and each Contractor that will be present onsite completes Novelis's site orientation (and any required refresher orientation) and complies with all Novelis site rules, safety requirements, access controls, and security procedures while on the Property, and shall have a written agreement requiring that Contractor and its personnel comply with the same site rules, scope limits, confidentiality, environmental, restoration, insurance, and indemnity obligations under this Right of Entry. Without limiting the foregoing:

- all sampling, boring, drilling, and related work shall be conducted so as to minimize disturbance to the Property and prevent releases, discharges, or cross-contamination;
- the County shall immediately notify Novelis orally upon discovery and in writing within twenty-four hours after any spill, release, exceedance, permit issue, regulatory contact, subsurface condition of concern, unknown tank, drum, waste area, stained soil, odor, sheen, or other hazardous materials condition encountered on the Property; and
- the County shall be solely responsible for and shall promptly perform any cleanup, response, repair, remediation, or corrective action required as a result of the County's or any Contractor's activities.

The County remains fully responsible for all Contractors, including Volkert, and for their personnel, acts, omissions, and compliance, as if the County performed the work itself. Notwithstanding the foregoing, day-to-day direction, supervision, and control of the County's Contractors shall remain the responsibility of Volkert as the County's designated agent, and nothing in this Right of Entry shall be construed to make Novelis responsible for the means, methods, techniques, sequencing, or safety of the County's work or the work of its Contractors.

Novelis may deny, suspend, or revoke the Right of Access and this Right of Entry, in whole or in part, at any time by oral or written notice to the County or any Contractor onsite, effective immediately, for any safety, security, environmental, scope, legal, or compliance concern, or any violation or suspected violation of this Right of Entry or Novelis's site rules. Upon notice, the County shall immediately stop all Permitted Activities and promptly remove all County personnel, Contractors, equipment, vehicles, and materials from the Property as directed by Novelis. Novelis shall have no liability for any costs, delays, demobilization, or other damages arising from such denial, suspension, revocation, or removal.

This Right of Entry shall expire on December 31, 2026, unless extended further upon mutual written agreement of the Parties. The County's indemnities herein shall survive the expiration of this Right of Entry for a

period of two (2) years. The County agrees to obtain and maintain, so long as this Right of Entry remains in effect, insurance coverages, as specified herein. The County shall have Novelis named as additional insured with a waiver of subrogation under all such policies acquired or maintained to fulfill the insurance requirements set forth below and shall furnish Novelis in advance with Certificates of Insurance specifically stating that all insurance required herein is in force. The County will promptly provide Novelis, in writing, with any notice, written or oral, it receives or makes with respect to cancellation or material change to any of the insurances referred to herein.

During the term of this Right of Entry, the County shall maintain in force, at its own expense, the following forms of insurance in at least the amounts specified:

- Comprehensive General Liability, including contractual, with minimum limits of at least \$2,000,000 per occurrence, \$2,000,000 aggregate bodily injury, and \$2,000,000 aggregate property damage.
- Comprehensive Automobile Liability, including owned, hired and non-owned vehicles with minimum limits of \$2,000,000 per person, \$2,000,000 per accident bodily injury, and \$2,000,000 property damage.
- Workers' Compensation, as and if required by law, including employer's liability coverage and \$1,000,000 minimum limit per accident.

The County agrees to reasonably compensate Novelis for any damage to the Property it shall cause as a result of its entry thereon, including, but not limited to damage to roads, gates, fences and timber, both merchantable and unmerchantable.

All notices, requests, approvals, consents, and other communications required or permitted under this Right of Entry (each, a "Notice") shall be in writing and shall be deemed given: (a) when delivered personally; (b) one (1) business day after being sent by a nationally recognized overnight courier; or (c) upon transmission by email, provided that no automated notice of delivery failure is received and a copy of such Notice is sent within one (1) business day by one of the other permitted methods. Notices shall be sent to the Parties at the addresses set forth below (or to such other address as a Party may designate by written Notice in accordance with this Section):

If to the County:

Baldwin County Commission

Attn: Roger H. Rendleman, County Administrator

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Email: Roger.Rendleman@baldwincountyal.gov

If to Novelis:

Novelis Corporation

Attn: Brad Bailey

15944 Aluminum Way

Bay Minette, AL 36507

Email: brad.bailey@novelis.com

Notwithstanding the foregoing, any notices relating to emergencies, safety incidents, environmental releases, or conditions requiring immediate action may be provided orally to the appropriate on-site representative but shall be followed by written Notice as soon as practicable, and in any event within twenty-four (24) hours.

IN WITNESS WHEREOF, the Parties have executed this Right of Entry with Release and caused it to be delivered as of the date first written above.

ATTEST:

The "County":

Roger H. Rendleman
County Administrator

BALDWIN COUNTY COMMISSION
James E. Ball, Chairman

"Novelis":

NOVELIS CORPORATION

By: _____

Name: Peter Beale

Title: _____

EXHIBIT A

The Property

