



Registration of a Charge

Company Name: **HYSTER-YALE GROUP LIMITED**

Company Number: **01020654**



Received for filing in Electronic Format on the: **01/07/2021**

XA7TIY5V

Details of Charge

Date of creation: **24/06/2021**

Charge code: **0102 0654 0008**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **THE CHARGOR CHARGES BY WAY OF LEGAL MORTGAGE ITS INTEREST IN THE LAND (AS DEFINED IN THE DEBENTURE) REFERRED TO IN SCHEDULE 2 OF THE DEBENTURE (LAND CHARGED BY WAY OF LEGAL MORTGAGE); THE CHARGOR CHARGES BY WAY OF FIXED CHARGE ANY RIGHT, TITLE OR INTEREST WHICH IS HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY OTHER LAND (AS DEFINED IN THE DEBENTURE). THE CHARGOR CHARGES BY WAY OF FIXED CHARGE ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE DEBENTURE), INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH INTELLECTUAL PROPERTY RIGHTS.**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1020654

Charge code: 0102 0654 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2021 and created by HYSTER-YALE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2021 .

Given at Companies House, Cardiff on 2nd July 2021

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**

CONFIDENTIAL

Dated 24 June 2021

HYSTER-YALE UK LIMITED
(and others as Chargors)

and

BANK OF AMERICA, N.A.
(as Agent)

Debenture

 **NORTON ROSE FULBRIGHT**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norton Rose Fulbright LLP

NORTON ROSE FULBRIGHT

Date: 25 June 2021

Contents

Clause	Page
1 Definitions and Interpretation	1
2 Covenant to pay	6
3 Creation of Security	6
4 Nature of Security Created	8
5 Conversion of Floating Charge	8
6 Restrictions	9
7 Representations and Warranties	9
8 Undertakings	10
9 Shares and Investments	13
10 Enforcement	13
11 Appointment and powers of Receivers	15
12 Protection of purchasers	16
13 Protection of the Secured Parties and Receivers	16
14 Further Assurances	17
15 Power of Attorney	18
16 Preservation of Security	18
17 Notices	21
18 Miscellaneous Provisions	22
19 Release	22
20 Governing Law and Jurisdiction	23
Schedule 1 The Chargors	24
Schedule 2 Land charged by way of legal mortgage	25
Schedule 3 Forms of Notice to Banks and Acknowledgement	26
Part I - Blocked Account Notice (for non-BoA Blocked Accounts)	26
Part II - Blocked Account Acknowledgement (for non-BoA Blocked Accounts)	27
Part III - Other Accounts Notice (for non-BoA Other Accounts)	29
Part IV - Other Accounts Acknowledgement (for non-BoA Other Accounts)	30
Part V - Other Account Notice (for BoA Other Accounts)	32

Part VI - Other Account Acknowledgement (for BoA Other Accounts)	34
Schedule 4 Shares	37
Schedule 5 Specified Intellectual Property	38
Schedule 6 Specified Equipment	39
Schedule 7 Deed of Accession	40
Part I – Land	42
Part II –Shares	42
Part III – Charged Accounts	42
Part IV – Specified Intellectual Property	42
Part V – Specified Equipment	42

Debenture

Dated 24 June 2021

Between

- (1) **HYSTER-YALE UK LIMITED** registered in England and Wales with number 02636775 (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **BANK OF AMERICA, N.A.** in its capacity as European Security Trustee as agent and trustee for the Secured Parties (the **Agent**).

Recitals

- (A) The Lenders have agreed to make credit facilities available on the terms of the Loan Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities to the Secured Parties.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Assigned Contracts means:

- (a) the Receivables Sale Agreements;
- (b) any contract entered into after the date of this Deed which is designated as a Assigned Contract by the relevant Chargor and the Agent at or about the time it was entered into,

in each case as it may from time to time be amended, restated, novated or replaced (however fundamentally).

BoA Blocked Account means each Blocked Account in respect of which Bank of America, N.A., London Branch is the account bank.

BoA Other Account means each Other Account in respect of which Bank of America, N.A., London Branch is the account bank.

Blocked Accounts means each Foreign Dominion Account of a Chargor other than the Citibank UK Collection Accounts and the Barclays Accounts.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Blocked Accounts and the Other Accounts.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 7 (*Deed of Accession*).

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or the Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Existing Debenture means the English law debenture dated 18 December 2013 and entered into between, amongst others, the Chargor and the Agent, as supplemented by the First Supplemental Debenture and Second Supplemental Debenture.

First Supplemental Debenture means the first supplemental debenture dated 12 September 2014 granted by the Hyster-Yale UK Limited (crn: 02636775) as chargor in favour of the Agent to further secure the repayment and satisfaction of the Secured Liabilities (as defined therein).

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Investments means all or any bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) but shall exclude all shares and stocks.

Land has the same meaning as it has in section 205(1) of the Act.

Loan Agreement means the loan, security and guaranty agreement originally dated 18 December 2013 and as amended and restated by the amendment and restatement agreement dated 28 April 2016, as amended by the amendment agreement dated 30 May 2017, the second amendment agreement dated 14 March 2018, the third amendment agreement dated 3 April 2019, and the fourth amendment agreement dated 16 June 2020, as further amended and restated on or about the date of this Deed (and as it may be further amended or modified from time to time) and entered into originally between, among others, Hyster-Yale Materials Handling, Inc. and Hyster-Yale Group, Inc. (formerly known as Nacco Materials Handling Group, Inc.) as US obligors, Hyster-Yale UK Limited as UK borrower and Bank of America, N.A. as Administrative Agent, Collateral Agent and Security Trustee.

Other Accounts means the Citibank UK Collection Accounts, the Barclays Accounts and each other bank account of a Chargor which is not a Blocked Account.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary, including, for the avoidance of doubt, all powers of enforcement.

Second Supplemental Debenture means the second supplemental debenture dated 9 April 2015 granted by the Hyster-Yale UK Limited (crn: 02636775) as chargor in favour of the Agent to further secure the repayment and satisfaction of the Secured Liabilities (as defined therein).

Secured Liabilities means the Foreign Facility Obligations (as defined in the Loan Agreement).

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Secured Parties means the Foreign Facility Secured Parties (as defined in the Loan Agreement).

Security Period means the period beginning on the date of this Deed and ending on the date on which Full Payment of the Secured Liabilities has occurred and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the credit facilities provided under the Loan Agreement in relation to any Obligor. If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Shares means all of the shares in the Company owned legally or beneficially by the UK Parent from time to time including the shares specified in Schedule 4 (*Shares*).

Specified Equipment means the Equipment (if any) specified in Schedule 6 (*Specified Equipment*) and/or in the Schedule to any Deed of Accession.

Specified Intellectual Property means the registered Intellectual Property Rights (if any) specified in Schedule 5 (*Specified Intellectual Property*) and/or in the Schedule to any Deed of Accession.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

Supplemental Debenture is defined in Clause 8.4 (*BoA Blocked Accounts*).

UK Parent means Hyster-Yale Group Limited, a company registered in England & Wales with company number 01020654.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Loan Document** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Loan Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted;
 - (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) An Event of Default is **continuing** if it has not been waived or remedied.
- (d) Capitalised terms defined in the Loan Agreement have the same meaning when used in this Deed unless the context requires otherwise.

- (e) The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.3 Deemed Compliance

- (a) Notwithstanding any of the obligations of the Chargors set out in this Deed, the Agent acknowledges and agrees that to the extent an obligation of the Chargors has been complied with or discharged by the Chargors pursuant to the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Deed at Companies House pursuant to section 859 of the Companies Act 2006)), such obligation shall be deemed to have been complied with by the Chargors pursuant to this Deed.
- (b) Notwithstanding any other provision of this Deed where:
 - (i) a right or asset has been assigned by a Chargor under the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture and that Chargor purports to assign the same asset or right under this Deed, that second assignment will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture (as the case may be) has no, or ceases to have, effect; and/or
 - (ii) this Deed purports to create a first fixed charge over any assets over which a Chargor granted a fixed charge under the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture, that security interest will be a second-ranking charge subject to the first ranking charge created by the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture until such time as the security interest created by the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture has no, or ceases to have, effect,

and, for so long as the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture remains in force and effect, any reference in this Deed to an asset secured under the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture being assigned or the security over any asset secured under the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Deed or any other Loan Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture, the Supplemental Debenture or this Deed and the terms of the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture, the Deed and the other

Loan Documents shall be construed accordingly so that there shall be no such breach or default.

2 Covenant to pay

Each Chargor covenants with the Agent as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all the Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor mortgages or (if and to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

Each Chargor:

- (a) charges by way of fixed charge all Equipment (other than any Specified Equipment); and
- (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its right, title and interest in and to:
 - (i) the Specified Equipment;
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment.

in each case, so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.6 Blocked Accounts

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts (if any) and all monies standing to the credit of the Blocked Accounts and the debts represented by them.

3.7 Intellectual Property Rights

Each Chargor charges by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset.

3.11 Insurance

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.12 Assigned Contracts

To the extent not previously assigned pursuant to the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture, each Chargor assigns absolutely all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Assigned Contracts and in any Rights accruing to, derived from or otherwise connected with them (including proceeds, insurances, guarantees and Security).

3.13 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.14 Trust

- (a) Subject to paragraph (b), if or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, each Chargor holds it on trust for the Agent.
- (b) If the reason referred to in paragraph (a) is that:
 - (i) a consent or waiver must be obtained; or
 - (ii) a condition must be satisfied,then:
 - (A) subject to paragraph (c) the relevant Chargor shall apply for the consent or waiver; and
 - (B) the relevant Chargor shall use reasonable endeavours to satisfy the condition,

(save to the extent it has already done so pursuant to the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture and the Supplemental Debenture) as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition.
- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (i) use reasonable endeavours to obtain it as soon as possible; and
 - (ii) keep the Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph (a) shall terminate.

4 Nature of Security Created

The Security created under this Deed is created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Agent as agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Conversion of Floating Charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) proceedings are commenced with a view to attaching, charging, taking possession of or selling the Security Assets under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:

- (a) if the Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates or attempts to create any Security over all or any of the Security Assets (other than Permitted Liens);
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

6 Restrictions

No Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than Permitted Liens or as created by this Deed; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by clause 3.13 (*Other assets*) or with the consent of the Agent.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this clause 7 to the Agent and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with section 6.2 of the Loan Agreement with reference to the facts and circumstances then existing.

7.2 Capacity

Each Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to laws affecting creditors' rights generally.

7.3 Title

The Chargors are the sole legal and beneficial owner of the Security Assets free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Loan Documents).

7.4 Security

This Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor, or otherwise.

7.5 Land

All Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 2 (*Land charged by way of legal mortgage*).

7.6 Shares

All of the Shares and, to the extent applicable, all Investments are fully paid.

7.7 Specified Intellectual Property

The details of the Specified Intellectual Property appearing or referred to in Schedule 5 (*Specified Intellectual Property*):

- (a) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any interest in any other registered Intellectual Property which is not identified in that Schedule.

8 Undertakings

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Agent and the Secured Parties.

8.2 Book debts and receipts

Each Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Agent otherwise agrees in writing, ensure the proceeds thus realised are credited to a Blocked Account (in the case of the Borrower) or an Other Account (in the case of any other Chargor) and, pending such payment into a Blocked Account or Other Account (as the case may be), hold the proceeds thus realised upon trust for the Agent.

8.3 Blocked Account Arrangements

Unless already delivered pursuant to the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture and/or any Supplemental Debenture, the Borrower shall, promptly following the opening of any Blocked Account (other than a BoA Blocked Account):

- (a) serve notice upon the bank at which such Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Part I of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*); and

- (b) use its best endeavours procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Agent in its absolute discretion.

8.4 BoA Blocked Accounts

Promptly following the opening of the BoA Blocked Accounts, each Chargor (as applicable) shall enter into a supplemental security agreement (the **Supplemental Debenture**), substantially on the same terms as this Deed, to procure the grant of fixed charges:

- (a) over all of its rights, title, interest (if any) in and to the BoA Blocked Accounts and all monies standing to the credit of the BoA Blocked Account and the debts represented by them;
- (b) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (c) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (b) above.

8.5 Operation of Blocked Accounts

Until the security constituted by this Deed is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not take any action, claim or proceedings against the Agent or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.

8.6 Other Account Arrangements

Each Chargor shall promptly upon the execution of this Deed (other than in respect of the Barclays Accounts) or, in respect of any Other Account opened after the date of this Deed, promptly following the opening of such Other Account:

- (a) serve notice upon the bank at which each Other Account other than any BoA Other Account) is opened (in respect of the relevant Other Accounts) in substantially the form set out in Part III of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form as the Agent may agree; and
- (b) use its reasonable endeavours to procure the relevant bank returns the acknowledgement in substantially the form set out in Part IV of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Agent in its absolute discretion;
- (c) serve notice upon Bank of America, N.A, London Branch in respect of the each BoA Other Account in substantially the form set out in Part V of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*); and
- (d) use its reasonable endeavours to procure that Bank of America, N.A, London Branch returns the acknowledgement in substantially the form set out in Part VI of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Agent in its absolute discretion.

8.7 Operation of Other Accounts

Until notified by the Agent in writing to the contrary, the Chargors shall be entitled to operate the Other Accounts in accordance with the terms of the Loan Documents.

8.8 Shares and Investments

Each Chargor covenants that, at all times during the Security Period:

- (a) as soon as any Shares or Investments are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Agent (and in any event as soon as the Agent so requests), it shall deposit with the Agent, in respect of or in connection with those Shares or Investments:
 - (i) all stock and share certificates and documents of or evidencing title;
 - (ii) signed undated transfers, completed in blank and, if the Agent so requires, pre-stamped; and
 - (iii) any other documents which the Agent may from time to time require for perfecting its title, or the title of any purchaser,
 all of which will be held by the Agent at the expense and risk of the Chargor;
- (b) it will promptly copy to the Agent, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any its the Shares and Investments;
- (c) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor adversely affect the interests of the Secured Parties; and
- (d) it shall, promptly following receipt, forward to the Agent copies of all notices, documents and other communications received in connection with the Shares and Investments.

8.9 Land

- (a) Each Chargor shall promptly notify the Agent in writing if it:
 - (i) intends to acquire any estate or interest in Land; or
 - (ii) acquires any estate or interest in Land.
- (b) Each Chargor shall promptly give notice in writing to the Agent if:
 - (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of any Land.
- (c) If any Chargor acquires any freehold or leasehold property after the date of this Deed it shall:
 - (i) promptly on request by the Agent and at the cost of the Chargor, execute and deliver to the Agent a legal mortgage in favour of the Agent of that property in the same form as this Deed (*mutatis mutandis*);
 - (ii) if required by the Agent and if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
 - (iii) if applicable, ensure that the provisions of Clause 14.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- (d) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall:

- (i) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - (ii) use its reasonable endeavours to obtain the landlord's consent.
- (e) Each Chargor shall:
 - (i) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land; and
 - (ii) within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
 - (A) deliver a copy to the Agent; and
 - (B) inform the Agent of the steps taken or proposed to be taken to comply with the relevant requirements.

9 Shares and Investments

9.1 Before an Event of Default

Until an Event of Default occurs which is continuing:

- (a) each Chargor shall pay all monies arising from the Distribution Rights relating to the Shares and Investments into:
 - (i) where such Chargor is a Borrower:
 - (A) prior to entry into the Supplemental Debenture in accordance with Clause 8.4 (*BoA Blocked Accounts*), a Citibank UK Collection Account; and
 - (B) thereafter, a Blocked Account; or
 - (ii) otherwise, an Other Account,
- (b) no Chargor shall exercise any voting and other rights and powers attached to the Shares and Investments in a manner which the Agent reasonably considers may prejudice the interests of the Secured Parties under the Loan Documents.

9.2 After an Event of Default

After an Event of Default occurs which is continuing each Chargor shall promptly pay over to the Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Agent may reasonably direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable:

- (a) on the occurrence of an Event of Default which is continuing; or
- (b) if a Chargor so requests.

10.2 Powers on enforcement

At any time after the Security created by a Chargor under this Deed has become enforceable, the Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

- (a) The Agent or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in the following order:
 - (i) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Agent and any Receiver under this Deed or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
 - (ii) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Agent and any Receiver;
 - (iii) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities;
 - (iv) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Loan Agreement; and
 - (v) **fifthly**, in the payment of any surplus to the relevant Chargor or other person entitled to it,and section 109(8) of the Act shall not apply.
- (b) Clause 10.4(a) will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

11.6 Delegation

- (a) The Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Agent) to any person any right, power or discretion exercisable by the Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of

any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Agent, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

None of the Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

Each Chargor shall indemnify the Agent, the other Secured Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and

- (e) any breach by the Chargor of any of its covenants or other obligations to the Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.3 Indemnity out of the Security Assets

The Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

13.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Agent, or any Receiver, attorney, manager, agent or other person appointed by the Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

14 Further Assurances

14.1 Application to Land Registrar

Each Chargor consents to the registration (save to the extent it has already done so pursuant to the Existing Debenture, the First Supplemental Debenture, the Second Supplemental Debenture or the Supplemental Debenture) against the registered titles specified in Schedule 2 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the debenture dated ** [date of debenture] in favour of Bank of America, N.A. (as agent and trustee for the Secured Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of Bank of America, N.A. (Form P)"; and

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Loan Documents.

14.2 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Agent may reasonably require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Agent of the Book Debts in any manner reasonably required by the Agent.

14.3 Deposit of documents

Each Chargor covenants that, on the date of this Deed and at all times during the Security Period as soon as it receives them (and in any event as soon as the Agent so requests), it shall deposit with the Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title;
- (b) in respect of the Shares mortgaged under Clause 3.2 (*Shares*), signed undated transfers, completed in blank and, if the Agent so requires, pre-stamped; and
- (c) any other documents which the Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Agent.

14.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14 (*Further Assurances*).

15 Power of Attorney

15.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to comply with a request from the Agent in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

15.2 Ratification

Each Chargor agrees, promptly on the request of the Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Preservation of Security

16.1 Reinstatement

If any payment by a Chargor or any discharge given by the Agent (whether in respect of the obligations of any Chargor, any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Agent shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any Obligor or other person;
- (b) the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any Chargor, Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

16.3 Chargor intent

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension 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:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

16.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

16.5 Appropriations

Until the expiry of the Security Period, the Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

16.6 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:

- (a) to be indemnified by any other Chargor or any other Obligor;
- (b) to claim any contribution from any other guarantor of any Chargor's or Obligor's obligations under the Loan Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Agent's rights under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Agent.

16.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

16.8 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the that Secured Party received or was deemed to have received such notice.

17 Notices

17.1 Delivery and Receipt

- (a) Any communications to be made under or in connection with this Deed shall be made in writing, may be made by letter or facsimile and shall be deemed to be given as follows:
 - (i) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post with postage prepaid in an envelope addressed to it at that address; and
 - (ii) if by facsimile, when received in legible form,save that any notice delivered or received on a non-Business Day or after business hours shall be deemed to be given on the next Business Day at the place of delivery or receipt.
- (b) Any communication or document made or delivered to the Company in accordance with this Clause 17.1 (*Delivery and Receipt*) will be deemed to have been made or delivered to each of the Chargors.

17.2 Company's Address

The Company's and each other Chargor's address and facsimile number for notices are:

Hyster-Yale Group
European Divisional Support Centre
Riverside Business Park
Centenary Road
Irvine
Ayrshire
KA11 5DP
United Kingdom

For the attention of: [REDACTED]

or such as the Company may notify to the Agent by not less than 10 days' notice.

17.3 Agent's Address

The Agent's address and facsimile number for notices are:

Bank of America, N.A.
110 N Wacker Drive
Mailcode: IL4-110-08-03
Chicago, Illinois 60606

Facsimile no: [REDACTED]

For the attention of: [REDACTED]

or such as the Agent may notify to the Company by not less than 10 days' notice.

18 Miscellaneous Provisions

18.1 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Loan Documents.

18.2 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

18.3 Invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

18.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

18.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Loan Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period (but not otherwise), the Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.
- (b) Section 93 of the Act shall not apply to this Deed.

19.2 Other Accounts

At any time before the Security created by this Deed shall have become enforceable, in the absence of any directions from the Agent to the contrary, any amounts permitted by the terms of the Loan Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.13(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

20.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**Schedule 1
The Chargors**

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Hyster-Yale Group Limited	England & Wales	01020654

Schedule 2
Land charged by way of legal mortgage

None at the date of this Deed.

Schedule 3
Forms of Notice to Banks and Acknowledgement

Part I - Blocked Account Notice (for non-BoA Blocked Accounts)

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by debenture dated [●], we have charged to Bank of America, N.A. (the **Agent**) by way of fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Blocked Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Agent at Bank of America, N.A., 110 N Wacker Drive, Mailcode: IL4-110-08-03, Chicago, Illinois 60606, Attention: [REDACTED].

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II - Blocked Account Acknowledgement (for non-BoA Blocked Accounts)

[On the Headed Notepaper of Bank]

[Date]

Bank of America, N.A.
110 N Wacker Drive
Mailcode: IL4-110-08-03
Chicago, Illinois 60606
(the **Agent**)

Attention: Thomas H. Herron

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the fixed charge which it has granted to the Agent over the Blocked Account(s) (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Agent by way of a fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Account we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us for the operation of the Blocked Account;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
 - (c) promptly send to you copies with respect to all the Blocked Account of all statements and, if requested by you, copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Account provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission;

- (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
 - (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn we will transfer the outstanding balance in the account;
 - (g) (subject to paragraph below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Blocked Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●];
- 5 We shall not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g)) where:
- (a) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (b) that to comply with such instructions will breach a Court Order or be contrary to applicable law;
- and in each case we shall give notice thereof to the Company and the Agent as well as reasons why we cannot comply with such instructions;
- 6 In the event that we are unable to comply with any instructions due to circumstances set out in paragraph 5 we shall not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused); and
- 7 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with you.
- 8 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by facsimile to you at number [REDACTED] or by post at the address at the top of this letter, in both cases marked for the attention of [REDACTED].

This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
Bank of America, N.A.

Part III - Other Accounts Notice (for non-BoA Other Accounts)

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [●], we have charged to Bank of America, N.A. (the **Agent**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Agent at Bank of America, N.A., 110 N Wacker Drive, Mailcode: IL4-110-08-03, Chicago, Illinois 60606, Attention: [REDACTED].

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part IV - Other Accounts Acknowledgement (for non-BoA Other Accounts)

[On the Headed Notepaper of Bank]

[Date]

Bank of America, N.A.
110 N Wacker Drive
Mailcode: IL4-110-08-03
Chicago, Illinois 60606
(the **Agent**)

Attention: Thomas H. Herron

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) upon request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission; and

- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.

5 We shall not be obliged to comply with any instructions received from you where:

- (a) due to circumstances not within our direct control we are unable to comply with such instructions; and
- (b) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions;

6 In the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g) we shall not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused); and

7 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.

8 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Agent, without further inquiry as to the Agent's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

9 This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
Bank of America, N.A.

Part V - Other Account Notice (for BoA Other Accounts)

[Date]

To: Bank of America, N.A., London Branch
2 King Edward Street
London
EC1A 1HQ

FAO: GTS Client Services

Dear Sirs

- 1 We hereby give you notice that by a debenture dated [●] (the **Debenture**), we have charged to Bank of America, N.A. (the **Agent**) all our rights, title, interest and benefit in and to the following accounts held with yourselves and all amounts standing to the credit of such accounts from time to time:

Account No: [Insert details.], Chaps Sort Code: [Insert details.]

Account No: [Insert details.], Chaps Sort Code: [Insert details.]

(the **Charged Accounts**)

- 2 We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary and without requiring you to make any reference to or seek any further authority from us or to make any enquiry as to the justification for or validity of any notice, statement, requirement or direction) as follows:
- (a) at any time after receipt by you of a notice from the Agent that an Event of Default has occurred, not to exercise any right of combination, consolidation, merger or set-off which you may have in respect of, or otherwise exercise any other right which you may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts, save for your usual administrative and transactional fees and charges payable by us for the operation of the Charged Accounts and also save as permitted under the section of the attached form of acknowledgement entitled "Provisions relating to the Accounts";
 - (b) promptly notify the Agent of any renewal, renumbering or re-designation of any and all of the Charged Accounts;
 - (c) upon request from the Agent, to send to the Agent copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such accounts;
 - (d) to permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with you until you receive notice from us that an Event of Default has occurred and terminating the Chargor's right to operate the Charged Accounts; and
 - (e) upon receipt of a notice from the Agent that an Event of Default has occurred:
 - (i) to act and rely upon written instructions from or purporting to be from the Agent to credit and debit the Charged Accounts (as the case may require) and to act in accordance with such instructions; and
 - (ii) to comply with the terms of any written notice, statement or instructions which you receive at any time from or purporting to be from, the Agent and which in any way

relate to or purport to relate to the Charged Accounts and the monies standing to the credit thereof from time to time.

- 3 A person who is not an addressee or signatory to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this letter.
- 4 This letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the terms and conditions, instructions and authorisations contained in it by signing the attached form of acknowledgement and agreement, counterpart(s) of which have been signed by us and the Agent and are also attached, and returning it to Bank of America, N.A., 110 N Wacker Drive, Mailcode: IL4-110-08-03, Chicago, Illinois 60606, Attention: [REDACTED].

Yours faithfully

.....
for and on behalf of
[Chargor]

Part VI - Other Account Acknowledgement (for BoA Other Accounts)

To: Bank of America, N.A.
110 N Wacker Drive
Mailcode: IL4-110-08-03
Chicago, Illinois 60606 (the **Agent**)

And to: [Chargor]
[Chargor Address]

(the **Account Holder**)

Dear Sirs

We acknowledge receipt of a letter dated [•] and addressed to us by the Account Holder (the **Notice**). This is the Acknowledgement referred to in the Notice. Terms defined in the Notice have the same meaning in this Acknowledgement unless given a different meaning in this Acknowledgement.

We accept the terms, conditions, instructions and authorisations contained in the Notice subject to the terms and conditions of this Acknowledgement.

1 Acknowledgement

We acknowledge and confirm to the Agent that, subject to the terms and conditions of this Acknowledgement:

- (a) we do not have and, until the Agent or a person purporting to be the Agent gives us notice in writing that the Charged Accounts and the monies from time to time standing to the credit thereof have been discharged from the charge under the Debenture and released to the Account Holder, will not (at any time after receipt by us of a notice from the Agent that an Event of Default has occurred) make or exercise any claims or demands, rights of combination, consolidation or set-off or any other equities against the Charged Accounts and the monies from time to time standing to the credit thereof except as permitted or as otherwise provided by the terms of this Acknowledgement; and
- (b) we have not received any notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action against, the Charged Accounts and the monies from time to time standing to the credit thereof (other than the Notice).

2 Provisions relating to the Accounts

For the avoidance of doubt, the provisions of the IAA shall continue to apply to the Charged Accounts. In the event of a conflict between the terms of this Acknowledgement and the IAA, the terms of this Acknowledgement shall prevail.

The proceeds of any deposit, remittance advice, document, cheque or other instrument shall not be available until we have received collected and available funds. If, however, we do give immediate credit to a Charged Account, and

- (a) any such deposit, remittance, document, cheque or other instrument is not honoured when due, or
- (b) final settlement is not received, or
- (c) the respective funds are not freely and immediately available, repatriable or convertible to a commonly traded currency,

then we may, without notice, reverse the credit entry from that Charged Account together with related interest. We will notify the Agent of any credit entry reversed under this provision, as soon as reasonably practicable in all the circumstances.

In relation to any amount credited (whether provisionally or otherwise) to a Charged Account, each of the Agent and the Account Holder by countersigning this Acknowledgement irrevocably authorises us (without prejudice to any other rights we may have howsoever arising) to debit, without notice, from time to time from that Charged Account an amount equivalent to such amount and/or any part thereof to be refunded or that we may be obliged to refund under or in connection with any direct debit arrangement.

This Acknowledgement shall not be construed as an agreement by us to provide credit to the Agent or the Account Holder and we shall not be obliged to act on any instruction in relation to any Charged Account if (i) the relevant Charged Account is in debit or may become overdrawn if we were to act on the instruction or (ii) if to do so would be contrary to our policy or to the request, requirement or policy of any regulatory, governmental, fiscal, monetary or other body or authority to which we are subject or submit, whether or not such request, requirement or policy has the force of law.

3 General

We will not be liable to the Account Holder or the Agent for any loss, damage, cost, claim or expense (collectively **Damages**) of any nature arising out of or relating to our performance under this Acknowledgement other than Damages which are directly caused by our gross negligence. In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to economic loss, loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.

We will not be liable for and will be excused from any failure or delay in performing under this Acknowledgement if (i) such failure or delay is caused by circumstances beyond our reasonable control, including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labour dispute, war, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of the Account Holder, the Agent or any person over which we have no control or (ii) we reasonably believed that our action would have violated any law, guideline, decree, rule or regulation of any governmental authority. No such failure or delay will constitute a breach of this Acknowledgement.

We may rely on notices and communications which we believe in good faith to be genuine and given by the appropriate party.

References in this Acknowledgement to this Acknowledgement shall, except where otherwise expressly stated herein, include the Notice and this Acknowledgment and any amendments or supplements to either of them.

Each of the Agent and the Account Holder by signing this Acknowledgement agrees to the terms and conditions of this Acknowledgement and to be bound by such terms and conditions of this Acknowledgement. Nothing in this Acknowledgement shall prejudice the rights of the Agent under the Debenture.

This Acknowledgement may be executed in any number of counterparts, and by us, the Agent and the Account Holder on separate counterparts, but shall not be effective until each such party has executed at least one counterpart. Each counterpart shall constitute an original of this Acknowledgement but all the counterparts shall together constitute but one and the same instrument.

The Agent may terminate this letter by providing notice to the Account Holder and us that all of the Account Holder's relevant obligations secured by the Charged Account are paid in full. The Agent may also terminate this letter upon 30 days' prior written notice to the Account Holder and

us. We may terminate this letter upon 30 days' prior written notice to the Agent and the Account Holder. The Account Holder may not terminate this letter except with the written consent of the Agent and upon prior written notice to us.

A person who is not a signatory to this Acknowledgement (which latter reference does not include a reference to the Notice) has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this Acknowledgement.

This Acknowledgement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Yours faithfully

.....
GTS Client Services
for and on behalf of
Bank of America, N.A., London Branch

Date:

Agreed and accepted

.....
for and on behalf of
Bank of America, N.A. as Agent

Date:

Agreed and accepted

.....
for and on behalf of
[Chargor] as Account Holder

Date:

Schedule 4 Shares

Chargor	Company Name	Type of Share	Number of Shares
Hyster-Yale Group Limited	Hyster-Yale UK Limited	Ordinary	2275999

Schedule 5
Specified Intellectual Property

None at the date of this Deed.

Schedule 6
Specified Equipment

None at the date of this Deed.

Schedule 7 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) ● **Limited** [registered in England with number [•] whose registered office is at [•]][a corporation organised and existing under the laws of [•] whose principal place of business is at [•]][of [•]] (the **New Chargor**);
- (2) **HYSTER-YALE UK LIMITED** registered in England with number 02636775 whose registered office is at Centennial House Building 4.5, Frimley Business Park, Frimley, Surrey, GU16 7SG for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **BANK OF AMERICA, N.A.** (the **Agent**)

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated ● (as supplemented and amended from time to time, the **Debenture**) in favour of the Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Loan Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) this Deed and similar phrases shall be deemed to include this Deed;

- (b) Schedule 2 shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 5 shall be deemed to include a reference to Part III of the Schedule to this Deed;
 - (e) Schedule 6 shall be deemed to include a reference to Part IV of the Schedule to this Deed;
 - (f) Schedule 7 shall be deemed to include a reference to Part V of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed:
- (a) as Other Accounts shall be designated as Other Accounts; and
 - (b) as Blocked Accounts shall be designated as Blocked Accounts,
- for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) charges to the Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part I of the Schedule to this Deed;
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Agent all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - (c) charges to the Agent by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Blocked Account(s) specified in Part III of the Schedule to this Deed; and
 - (ii) all monies standing to the credit of such Blocked Account(s) and the debts represented by them;
 - (a) charges to the Agent by way of fixed charge its Intellectual Property Rights (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture); and
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Agent all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part V of the Schedule to this Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture) and all spare parts and replacements for and all modifications and additions to such Specified Equipment.
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part I – Land

[Insert details of any real property owned by the New Chargor]

Part II –Shares

[Insert details of all Shares of the New Chargor]

Part III – Charged Accounts

Blocked Accounts

[Insert details of all Blocked Accounts of the New Chargor]

Other Accounts

[Insert details of all Other Accounts of the New Chargor]

Part IV – Specified Intellectual Property

[Insert details of any registered Intellectual Property owned by the New Chargor]

Part V – Specified Equipment

[Insert details of any Equipment owned by the New Chargor which is to be Specified Equipment]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
●LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
HYSTER-YALE UK LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....

The Agent

Bank of America, N.A.

By:

SIGNATORIES

The Chargors

Executed as a deed by
HYSTER-YALE UK LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

L.M.W. TYLER
c/o Hyster-Yale Group,
Frimley Business Park, Frimley, U.K.

Executed as a deed by
HYSTER-YALE GROUP LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

L.M.W. TYLER
c/o Hyster-Yale Group,
Frimley Business Park, Frimley, U.K.

The Agent

BANK OF AMERICA, N.A.

By:

Name:

Title:

SIGNATORIES

The Chargors

Executed as a deed by)
HYSTER-YALE UK LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....

Executed as a deed by)
HYSTER-YALE GROUP LIMITED)
acting by a Director in the presence of:)

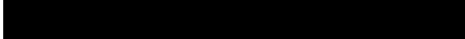
Signature of witness:

Name of witness:

Address:
.....

The Agent

BANK OF AMERICA, N.A.

By: 

Name: *Thomas H. Memon*

Title: *Senior Vice President*