



Registration of a Charge

Company name: **APOLLO GROUP LIMITED**

Company number: **02023463**

Received for Electronic Filing: **11/03/2015**



X42X4BU0

Details of Charge

Date of creation: **10/03/2015**

Charge code: **0202 3463 0012**

Persons entitled: **J.P. MORGAN EUROPE LIMITED**

Brief description:

Contains fixed charge(s).

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: 2023463

Charge code: 0202 3463 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2015 and created by APOLLO GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2015 .

Given at Companies House, Cardiff on 12th March 2015

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

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

CONFIDENTIAL

Norton Rose Fulbright LLP

Sign & Dated *11/03/2015*.....

Execution version

Dated *10 MARCH 2015*

Apollo Group Limited

and

IEGE Industrial Equipment Group European Holding Company Limited

(as Mortgagors)

and

J.P. Morgan Europe Limited

(as European Agent)

MORTGAGE OVER SHARES

 **NORTON ROSE FULBRIGHT**

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Mortgage over Shares

Dated 10 MARCH 2014/5

Between

- (1) **Apollo Group Limited**, registered in England with number 02023463 (the **English Mortgagor**); and
- (2) **IEGE Industrial Equipment Group European Holding Company Limited**, registered in Ireland with registered number 488383 (the **Irish Mortgagor**, together with the English Mortgagor, each a **Mortgagor** and together the **Mortgagors**); and
- (3) **J.P. Morgan Europe Limited**, registered in England with company number 00938937, as agent and trustee for the Secured Parties (the **European Agent**).

Recitals

- (A) The Lenders have agreed to make credit facilities available on the terms of the Credit Agreement.
- (B) The Mortgagors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities.
- (C) The Mortgagors and the European 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

ACL means Apollo Aerospace Components Limited, registered in England with number 02083500

Act means the Law of Property Act 1925.

ATL means Ajax Tocco International Limited, registered in England with number 2676033

Companies means ACL and ATL

Credit Agreement means the sixth amended and restated credit agreement dated as of 31 July 2014 and made between, amongst others, Park Ohio Industries, Inc. and RB&W Corporation of Canada (as Borrowers), the Companies (as European Borrowers), the Lenders party thereto, JPMorgan Chase Bank N.A. (as Administrative Agent) and the European Agent.

Default Rate means the rate specified in section 2.13(h) of the Credit Agreement.

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 Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Examiner means an examiner appointed under section 2 of the Companies (Amendment) Act 1990 of Ireland

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 European 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.

Secured Liabilities has the meaning given to the term Foreign Obligations in the Credit Agreement.

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

Secured Parties means the European Agent, the European Revolving Lenders, the Canadian Agent and the Canadian Revolving Lenders.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full 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 Credit Agreement in relation to any Canadian Loan Party or European Loan Party. If any amount paid by any Mortgagor 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 Mortgagor or pursuant to the appointment of an Examiner to such Mortgagor, 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 the shares specified in Schedule 1 (*Shares*) and any other shares in:

- (a) ACL owned legally or beneficially by the English Mortgagor from time to time; and
- (b) ATL owned legally or beneficially by the Irish Mortgagor from time to time.

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 remedied or waived.
 - (d) Capitalised terms defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise.

2 Covenant to pay

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

3 Mortgage

Each Mortgagor 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 Shares; and
- (b) all related Distribution Rights.

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) in favour of the European Agent as agent and trustee for the Secured Parties; and
- (c) with full title guarantee.

5 Restrictions

No Mortgagor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other

than Permitted Encumbrances or as created by this Deed; or

- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except with the consent of the European Agent.

6 Representations and Warranties

6.1 Making of representations

Each Mortgagor makes the representations and warranties set out in this Clause 6 to the European 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 Mortgagors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with the Credit Agreement with reference to the facts and circumstances then existing.

6.2 Capacity

Each Mortgagor 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 and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

6.3 Title

The Mortgagors 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).

6.4 Security

This Deed creates the various forms of security it purports to create and is not, to the knowledge of each Mortgagor, liable to be avoided or otherwise set aside on the liquidation or administration of any Mortgagor, or pursuant to the appointment of an Examiner to any Mortgagor, or otherwise.

6.5 Shares

All of the Shares are fully paid.

7 Undertakings

7.1 Duration

The undertakings in this Clause 7 shall remain in force throughout the Security Period and are given by each Mortgagor to the European Agent and the Secured Parties.

7.2 Shares

Each Mortgagor covenants that, on the date of this Deed and at all times during the Security Period:

- (a) as soon as any Shares are registered in, or transferred into the name of, a Mortgagor, or held by or in the name of the European Agent in accordance with the terms of this Deed (and in any event as soon as the European Agent so requests), it shall deposit with the European Agent, in respect of or in connection with the Shares:

- (i) all stock and share certificates and documents of or evidencing title;
- (ii) signed undated transfers, completed in blank and, if the European Agent so requires, pre-stamped; and
- (iii) any other documents which the European 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 European Agent at the reasonable expense and risk of the Mortgagor provided that the European Agent will exercise the same level of care in holding the same as it would with respect to its own documents of a similar nature;

- (b) it will promptly copy to the European 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 of its Shares;
- (c) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to so comply would in the reasonable opinion of the relevant Mortgagor adversely affect the interests of the Secured Parties; and
- (d) promptly following receipt, each Mortgagor shall forward to the European Agent copies of all notices, documents and other communications received in connection with the Shares.

8 Distribution Rights and Voting

8.1 Before an Event of Default

Until an Event of Default which is continuing occurs no Mortgagor shall exercise any voting and other rights and powers attached to the Shares in a manner which may, in the reasonable opinion of the relevant Mortgagor, adversely affect the interests of the Secured Parties under the Loan Documents.

8.2 After an Event of Default

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

9 Enforcement

9.1 When Security becomes enforceable

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

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

9.2 Powers on enforcement

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

- (a) exercise all the powers and rights conferred on mortgagees by the Act in relation to the

Security Assets, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;

- (b) to the extent that any Security Asset of that Mortgagor constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the European Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (c) subject to Clause 10.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets of that Mortgagor.

9.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 9.2 (*Powers on enforcement*), the European Agent or any Receiver may sell or dispose of all or any of the Security Assets of the relevant Mortgagor at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 Application of moneys

- (a) The European 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 European 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 European 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 Credit Agreement; and
 - (v) **fifthly**, in the payment of any surplus to the relevant Mortgagor or other person entitled to it,

and section 109(8) of the Act shall not apply.

- (b) Clause 9.4(a) will override any appropriation made by a Mortgagor.

10 Appointment and powers of Receivers

10.1 Method of appointment and removal

- (a) The European 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 European Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the European Agent (subject to any requirement for a court order in the removal of an administrative receiver).

10.2 **Powers of Receiver**

Every Receiver shall have all the powers:

- (a) of the European 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 section 1A 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.

10.3 **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.

10.4 **Receiver as agent**

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

10.5 **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 European Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

10.6 **Delegation**

- (a) The European 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 European Agent) to any person any right, power or discretion exercisable by the European 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 European Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the European Agent nor any Receiver will be in any way liable or responsible to any Mortgagor 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.

11 **Protection of purchasers**

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

or concerned:

- (a) to see or enquire whether the right of the European 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 European Agent, to any Receiver or to any other person.

12 Protection of the Secured Parties and Receivers

12.1 Exclusion of liability

None of the European 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 reasonable expense and risk of the Mortgagors provided that the European Agent shall procure that the relevant person will exercise the same level of care in holding the same as it would with respect to its own documents of a similar nature); 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.

12.2 General indemnity

Each Mortgagor shall indemnify the European 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 Mortgagor of any of its covenants or other obligations to the European

Agent or any other Secured Party,

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

12.3 **Indemnity out of the Security Assets**

The European 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 12.2 (*General indemnity*).

12.4 **Enforcement Expenses**

- (a) Promptly on written demand, each Mortgagor shall pay all other out-of-pocket 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 European Agent, or any Receiver, attorney, manager, agent or other person appointed by the European Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.
- (b) All such costs and expenses may be charged to the Borrowers as Revolving Loans or to another deposit account, all as described in section 2.18(f) of the Credit Agreement.

13 Further Assurances

13.1 **Further action**

Each Mortgagor shall, at its own reasonable expense, promptly take any action and sign or execute any further documents which the European 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 Mortgagor; 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 European Agent or any Receiver in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act, provided that any action required to be taken or any further documents required to be signed or executed shall be no more onerous (or contain terms which are no more onerous) than those set out in this Deed.

13.2 **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 13 (*Further Assurances*).

14 Power of Attorney

14.1 **Appointment**

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

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

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

jointly and severally as that Mortgagor's attorney, in that Mortgagor'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 and whilst it is continuing or following the failure by that Mortgagor to comply with a request from the European Agent in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Mortgagor is required to take, sign or execute in accordance with this Deed.

14.2 Ratification

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

15 Preservation of Security

15.1 Reinstatement

If any payment by a Mortgagor or any discharge given by the European Agent (whether in respect of the obligations of any Mortgagor, any European Loan Party, any Canadian Loan Party or any security for those obligations or otherwise) is avoided, rescinded or reduced as a result of insolvency or any similar event:

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

15.2 Waiver of defences

The obligations of each Mortgagor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 15.2 (*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 European Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Mortgagor, any other European Loan Party or Canadian Loan Party or other person;
- (b) the release of any other Mortgagor, European Loan Party, Canadian Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Mortgagor, European Loan Party, Canadian Loan Party 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 Mortgagor, European Loan Party, Canadian Loan Party 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 Mortgagor, European Loan Party, Canadian Loan Party 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.

15.3 **Mortgagor intent**

Without prejudice to the generality of Clause 15.2 (*Waiver of defences*), each Mortgagor 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.

15.4 **Immediate recourse**

Each Mortgagor waives any right it may have of first requiring the European 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.

15.5 **Appropriations**

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

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the European Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (but against the Secured Liabilities only) and no Mortgagor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Mortgagor or on account of any Mortgagor's liability in respect of the Secured Liabilities until such time as the amount standing to the credit of such suspense account is sufficient to discharge

the Secured Liabilities in full, in which case, the European Agent shall immediately apply that amount in discharge of the Secured Liabilities.

15.6 Deferral of Mortgagors' rights

Until the expiry of the Security Period, and unless the European Agent otherwise directs, no Mortgagor 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 Mortgagor or any other European Loan Party or Canadian Loan Party;
- (b) to claim any contribution from any other guarantor of any Mortgagor's, European Loan Party's or Canadian Loan Party'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 European 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 European Agent.

15.7 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.

15.8 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 Mortgagor 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 Mortgagor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Mortgagor; 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.

16 Notices

16.1 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 English Mortgagor in

accordance with this Clause 16.1 (*Delivery and Receipt*) will be deemed to have been made or delivered to each of the Mortgagors.

16.2 English Mortgagor's Address

The English Mortgagor's address and facsimile number for notices are:

Apollo Group Limited
c/o Park-Ohio Holdings
6065 Parkland Blvd.
Cleveland, Ohio 44124

Facsimile no: 001.440.947.2209

For the attention of: Robert D. Vilsack (General Counsel | Secretary)

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

16.3 European Agent's Address

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

J.P. Morgan Europe Limited
25 Bank Street, Canary Wharf
London
E145JP
United Kingdom

Attention: Tim Jacob / Helen Mathie

Facsimile No: +44 (0)20 3493 1365

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

17 Miscellaneous Provisions

17.1 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the European 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.

17.2 Separate Charges

This Deed shall, in relation to each Mortgagor, be read and construed as if it were a separate Deed relating to such Mortgagor to the intent that if any Security created by any other Mortgagor 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 Mortgagor.

17.3 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.

17.4 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.

17.5 Conflict

In the event of a conflict between the terms of this Deed and the terms of the Credit Agreement, the terms of the Credit Agreement shall, to the extent of such conflict, prevail.

18 Release

18.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period (but not otherwise), the European Agent shall, at the request and reasonable cost of the Mortgagors, 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 Mortgagors.
- (b) Section 93 of the Act shall not apply to this Deed.

19 Limited Recourse

Notwithstanding any other provision of this Deed or any other Loan Document, it is expressly agreed and understood that:

- (a) the sole recourse of the European Agent (and the Secured Parties) to a Mortgagor under this Deed is to the relevant Mortgagors' interest in the Security Assets; and
- (b) the liability of a Mortgagor to the European Agent (and the Secured Parties) pursuant to or otherwise in connection with this Deed shall be:
 - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Security Assets of the relevant Mortgagor; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets of the relevant Mortgagor pursuant to this Deed.

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.
- (d) The Irish Mortgagor irrevocably appoints the English Mortgagor (attention: Robert D. Vilsack (General Counsel | Secretary)) at its registered office from time to time to receive on its behalf process issued out of the English courts in connection with this Deed.
- (e) Failure by the process agent to notify the Irish Mortgagor of the process will not invalidate the proceedings concerned.
- (f) If this appointment is terminated for any reason, the Irish Mortgagor will appoint a replacement agent and will ensure that the new agent notifies the European Agent of its acceptance of appointment.
- (g) For the benefit of the European Agent, the English Mortgagor expressly agrees and consents to its irrevocable appointment as process agent pursuant to Clause 20.2(d) above.

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

**Schedule 1
Shares**

Mortgagor	Company Name	Type of Share	Number of Shares
Apollo Group Limited	Apollo Aerospace Components Limited	Ordinary	2
IEGE Industrial Equipment Group European Holding Company Limited	Ajax Tocco International Limited	Ordinary	100


Signatories

The Mortgagors

Executed as a deed by
Apollo Group Limited
acting by a Director in the presence of:

) 
)

Signature of witness:

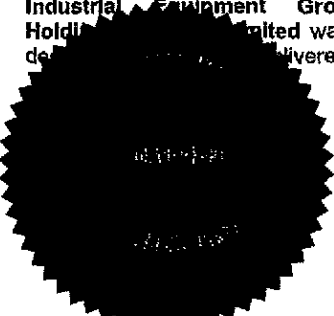

Cheri A. Costello


Name of witness:

Address:

6065 Parkland Blvd
Cleveland, OH 44124

Present when the common seal of IEGE
Industrial Equipment Group European
Holdings Limited was affixed to this
deed and delivered:



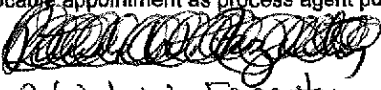


Director

Director/Secretary

The Process Agent

For the benefit of the European Agent, Apollo Group Limited expressly agrees and consents to its irrevocable appointment as process agent pursuant to Clause 20.2(d) (*Jurisdiction*).

By: 

Name: Patrick W. Fogarty

Title: Director

The European Agent

J.P. MORGAN EUROPE LIMITED

By:

Name:

Title:

Signatories

The Mortgagors

Executed as a deed by)
Apollo Group Limited)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

Present when the common seal of IEGE
**Industrial Equipment Group European
Holding Company Limited** was affixed to this
deed and this deed was delivered:

Director

Director/Secretary

The Process Agent

For the benefit of the European Agent, Apollo Group Limited expressly agrees and consents to its irrevocable appointment as process agent pursuant to Clause 20.2(d) (*Jurisdiction*).

By:

Name:

Title:

The European Agent

J.P. MORGAN EUROPE LIMITED

By: 

Name: Tim Jacob

Title: Senior Vice President