

REFINITIV

DELTA REPORT

10-Q

TEX - TEREX CORP

10-Q - SEPTEMBER 30, 2024 COMPARED TO 10-Q - JUNE 30, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1457
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 CHANGES	157
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 DELETIONS	755
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 ADDITIONS	545
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 33.33
 33.33
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 100.00
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 P3Y
 P3Y
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2024-09-30

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tex:MarketConditionAwardMember

us-gaap:ShareBasedCompensationAwardTrancheOneMember

2024-01-01

2024-09-30

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)



OF THE SECURITIES EXCHANGE ACT OF 1934

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024

September 30, 2024 or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d)



OF THE SECURITIES EXCHANGE ACT OF 1934

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 1-10702



Terex Corporation

(Exact name of registrant as specified in its charter)

Delaware

34-1531521

(State of Incorporation)

(IRS Employer Identification No.)

45 Glover Ave, Delaware 34-1531521 (State of Incorporation) (IRS Employer Identification No.) 301 Merritt 7, 4th Floor, Norwalk, Connecticut 06850

(Address of principal executive offices)

(203) (203) 222-7170

(Registrant's telephone number, including area code)

Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock (\$0.01 par value)	TEX	New York Stock Exchange

Title of each class Trading Symbol(s) Name of each exchange on which registered Common Stock (\$0.01 par value)
 TEX New York Stock Exchange Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large" "large accelerated filer," "accelerated" "accelerated filer," "smaller" "smaller reporting company" company" and "emerging" "emerging growth company" company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐
 Smaller reporting company ☐ Emerging growth company ☐

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Number of outstanding shares of common stock: 66.9 million 66.8 million as of July 25, 2024 October 24, 2024.

The Exhibit Index begins on page 44.

The Exhibit Index begins on page 43 . ----- GENERAL

This Quarterly Report on Form 10-Q filed by Terex Corporation generally speaks as of June 30, 2024 September 30, 2024 unless specifically noted otherwise. Unless otherwise indicated, Terex Corporation, together with its consolidated subsidiaries, is hereinafter referred to as "Terex," "Terex," the "Registrant," "us," "we," "our" "Registrant," "us," "we," "our" or the "Company."

"Company." Forward-Looking Information

Certain information in this Quarterly Report includes forward-looking statements (within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act" "Exchange Act") and the Private Securities Litigation Reform Act of 1995) regarding future events or our future financial performance that involve certain contingencies and uncertainties, including those discussed below in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Contingencies and Uncertainties." In addition, when included in this Quarterly Report or in documents incorporated herein by reference, the words "may," "expects," "should," "intends," "anticipates," "believes," "plans," "projects," "estimates," "will" "may," "expects," "should," "intends," "anticipates," "believes," "plans," "projects," "estimates," "will" and the negatives thereof and analogous or similar expressions are intended to identify forward-looking statements. However, the absence of these words does not mean that the statement is not forward-looking. We have based these forward-looking statements on current expectations and projections about future events. These statements are not guarantees of future performance. Such statements are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those reflected in such forward-looking statements. Such risks and uncertainties, many of which are beyond our control, include, among others:

- we may be unable to successfully integrate acquired businesses, including the Environmental Solutions Group business;
- we may not realize expected benefits for any acquired businesses within the timeframe anticipated or at all;
- our operations are subject to a number of potential risks that arise from operating a multinational business, including political and economic instability and compliance with changing regulatory environments;
- changes in the availability and price of certain materials and components, which may result in supply chain disruptions;
- consolidation within our customer base and suppliers;
- our business may suffer if our equipment fails to perform as expected;
- a material disruption to one of our significant facilities;
- our business is sensitive to general economic conditions, government spending priorities and the cyclical nature of markets we serve;
- our consolidated financial results are reported in United States ("U.S.") dollars while certain assets and other reported items are denominated in the currencies of other countries, creating currency exchange and translation risk;
- our we have a significant amount of debt outstanding and need to comply with restrictive covenants contained in our debt agreements;
- our ability to generate sufficient cash flow to service our debt obligations and operate our business;
- our ability to access the capital markets to raise funds and provide liquidity;
- the financial condition of customers and their continued access to capital;
- exposure from providing credit support for some of our customers;
- we may experience losses in excess of recorded reserves;
- our industry is highly competitive and subject to pricing pressure;
- our ability to successfully implement our strategy and the actual results derived from such strategy;
- increased cybersecurity threats and more sophisticated computer crime;
- increased regulatory focus on privacy and data security issues and expanding laws;
- our ability to attract, develop, engage and retain team members;

- . possible work stoppages and other labor matters;
- . litigation, product liability claims and other liabilities;
- . changes in import/export regulatory regimes, imposition of tariffs, escalation of global trade conflicts and unfairly traded imports, particularly from China, could continue to negatively impact our business;
- . compliance with environmental regulations could be costly and failure to meet sustainability expectations or standards or achieve our sustainability goals could adversely impact our business;
- . our compliance with the U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws;
- . our ability to comply with an injunction and related obligations imposed by the U.S. Securities and Exchange Commission; and
- . other factors.

Actual events or our actual future results may differ materially from any forward-looking statement due to these and other risks, uncertainties and material factors. The forward-looking statements contained herein speak only as of the date of this Quarterly Report and the forward-looking statements contained in documents incorporated herein by reference speak only as of the date of the respective documents. We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained or incorporated by reference in this Quarterly Report to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

TEREX CORPORATION AND SUBSIDIARIES

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For the Quarterly Period Ended June 30, 2024

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ITEM 1. FINANCIAL STATEMENTS

ITEM 1. FINANCIAL STATEMENTS TEREX CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (LOSS)
(unaudited)
(in (in millions, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net sales	\$1,381.7	\$1,403.1	\$2,674.2	\$2,638.8

Cost of goods sold	(1,053.3)	(1,060.2)	(2,048.5)	(2,017.2)
Gross profit	328.4	342.9	625.7	621.6
Selling, general and administrative expenses	(135.3)	(133.0)	(274.3)	(264.0)
Income (loss) from operations	193.1	209.9	351.4	357.6
Other income (expense)				
Interest income	2.0	1.1	5.6	3.1
Interest expense	(15.6)	(15.4)	(30.6)	(30.3)
Other income (expense) – net	(5.4)	(3.8)	(15.8)	(5.4)
Income (loss) from continuing operations before income taxes	174.1	191.8	310.6	325.0
(Provision for) benefit from income taxes	(33.4)	(32.0)	(61.4)	(55.3)
Income (loss) from continuing operations	140.7	159.8	249.2	269.7
Gain (loss) on disposition of discontinued operations – net of tax	—	(0.4)	—	2.3
Net income (loss)	<u>\$ 140.7</u>	<u>\$ 159.4</u>	<u>\$ 249.2</u>	<u>\$ 272.0</u>
Basic earnings (loss) per share:				
Income (loss) from continuing operations	\$ 2.09	\$ 2.36	\$ 3.71	\$ 3.98
Gain (loss) on disposition of discontinued operations – net of tax	—	—	—	0.04
Net income (loss)	<u>\$ 2.09</u>	<u>\$ 2.36</u>	<u>\$ 3.71</u>	<u>\$ 4.02</u>
Diluted earnings (loss) per share:				
Income (loss) from continuing operations	\$ 2.08	\$ 2.35	\$ 3.68	\$ 3.94
Gain (loss) on disposition of discontinued operations – net of tax	—	(0.01)	—	0.03
Net income (loss)	<u>\$ 2.08</u>	<u>\$ 2.34</u>	<u>\$ 3.68</u>	<u>\$ 3.97</u>
Weighted average number of shares outstanding in per share calculation				
Basic	<u>67.2</u>	<u>67.6</u>	<u>67.1</u>	<u>67.7</u>
Diluted	<u>67.7</u>	<u>68.1</u>	<u>67.8</u>	<u>68.5</u>
Comprehensive income (loss)	<u>\$ 113.9</u>	<u>\$ 169.4</u>	<u>\$ 193.6</u>	<u>\$ 308.3</u>

Three Months Ended Nine Months Ended September 30, September 30, 2024 2023 2024 2023 Net sales \$ 1,212 \$ 1,290 \$ 3,886 \$ 3,929 Cost of goods sold ((((967 998 3,015 3,015)))) Gross profit 245 292 871 914 Selling, general and administrative expenses ((((123 129 398 393)))) Income (loss) from operations 122 163 473 521 Other income (expense) Interest income 3 2 9 5 Interest expense ((((13 17 44 47)))) Other income (expense) - net (1 ((13 28 5))) Income (loss) from continuing operations before income taxes 99 149 410 474 (Provision for) benefit from income taxes ((((11 30 73 85)))) Income (loss) from continuing operations 88 119 337 389 Gain (loss) on disposition of discontinued operations - net of tax - - - 2 Net income (loss) \$ 88 \$ 119 \$ 337 \$ 391 Basic earnings (loss) per share: Income (loss) from continuing operations \$ 1.32 \$ 1.77 \$ 5.03 \$ 5.75 Gain (loss) on disposition of discontinued operations - net of tax - - - 0.04 Net income (loss) \$ 1.32 \$ 1.77 \$ 5.03 \$ 5.79 Diluted earnings (loss)

per share: Income (loss) from continuing operations \$ 1.31 \$ 1.75 \$ 4.98 \$ 5.69 Gain (loss) on disposition of discontinued operations - net of tax - - 0.03 Net income (loss) \$ 1.31 \$ 1.75 \$ 4.98 \$ 5.72 Weighted average number of shares outstanding in per share calculation Basic 66.9 67.4 67.0 67.6 Diluted 67.4 68.2 67.7 68.4 Comprehensive income (loss) \$ 152 \$ 67 \$ 345 \$ 375 The accompanying notes are an integral part of these condensed consolidated financial statements.

4 ----- TEREX CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEET

(unaudited)

(in (in millions, except par value)

	June 30, 2024	December 31, 2023
Assets		
Current assets		
Cash and cash equivalents	\$ 319.3	\$ 370.7
Receivables (net of allowance of \$10.4 and \$8.3 at June 30, 2024 and December 31, 2023, respectively)	719.4	547.8
Inventories	1,232.8	1,186.0
Prepaid and other current assets	130.1	140.7
Total current assets	2,401.6	2,245.2
Non-current assets		
Property, plant and equipment – net	574.5	569.8
Goodwill	291.3	294.6
Intangible assets – net	14.1	15.7
Other assets	498.0	490.2
Total assets	\$ 3,779.5	\$ 3,615.5
Liabilities and Stockholders' Equity		
Current liabilities		
Current portion of long-term debt	\$ 3.4	\$ 2.8
Trade accounts payable	703.7	702.6
Accrued compensation and benefits	98.6	135.6
Other current liabilities	282.2	278.2
Total current liabilities	1,087.9	1,119.2
Non-current liabilities		
Long-term debt, less current portion	662.2	620.4
Other non-current liabilities	205.5	203.6
Total liabilities	1,955.6	1,943.2

Commitments and contingencies		
Stockholders' equity		
Common stock, \$0.01 par value – authorized 300.0 shares; issued 85.1 and 84.6 shares at June 30, 2024 and December 31, 2023, respectively	0.9	0.9
Additional paid-in capital	909.0	906.1
Retained earnings	1,900.8	1,674.8
Accumulated other comprehensive income (loss)	(342.7)	(287.1)
Less cost of shares of common stock in treasury – 18.8 and 18.5 shares at June 30, 2024 and December 31, 2023	(644.1)	(622.4)
Total stockholders' equity	1,823.9	1,672.3
Total liabilities and stockholders' equity	\$ 3,779.5	\$ 3,615.5

September 30, December 31, 2024 2023 Assets Current assets Cash and cash equivalents \$ 352 \$ 371 Receivables (net of allowance of \$ 670 548 10 and \$ 8 at September 30, 2024 and December 31, 2023, respectively) Inventories 1,222 1,186 Prepaid and other current assets 137 140 Total current assets 2,381 2,245 Non-current assets Property, plant and equipment - net 602 570 Goodwill 301 295 Intangible assets - net 14 16 Other assets 483 489 Total assets \$ 3,781 \$ 3,615 Liabilities and Stockholders' Equity Current liabilities Current portion of long-term debt \$ 4 \$ 3 Trade accounts payable 593 703 Accrued compensation and benefits 109 135 Other current liabilities 290 278 Total current liabilities 996 1,119 Non-current liabilities Long-term debt, less current portion 624 620 Other non-current liabilities 204 204 Total liabilities 1,824 1,943 Commitments and contingencies Stockholders' equity Common stock, \$ 1 1 0.01 par value - authorized 300.0 shares; issued 85.1 and 84.6 shares at September 30, 2024 and December 31, 2023, respectively Additional paid-in capital 914 906 Retained earnings 1,977 1,675 Accumulated other comprehensive income (loss) ((279 287)) Less cost of shares of common stock in treasury - ((19.1 656 623 and)) 18.5 shares at September 30, 2024 and December 31, 2023 Total stockholders' equity 1,957 1,672 Total liabilities and stockholders' equity \$ 3,781 \$ 3,615 The accompanying notes are an integral part of these condensed consolidated financial statements.

5 ----- TEREX CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' STOCKHOLDERS' EQUITY

(unaudited)

((in millions) Outstanding Common Additional Retained Accumulated Common Total Shares Stock Paid-in Earnings
Other Stock in millions)

	Outstanding	Common	Additional	Retained	Accumulated	Common	
	Shares	Stock	Paid-in	Earnings	Comprehensive	Stock in	Total
			Capital		Income (Loss)	Treasury	
Balance at December 31, 2023	66.1	\$ 0.9	\$ 906.1	\$ 1,674.8	\$ (287.1)	\$ (622.4)	\$ 1,672.3
Net income (loss)	—	—	—	108.5	—	—	108.5
Other comprehensive income (loss) – net of tax	—	—	—	—	(28.8)	—	(28.8)
Issuance of common stock related to compensation	0.5	—	24.4	—	—	—	24.4
Compensation under stock-based plans – net	—	—	(30.6)	—	—	0.5	(30.1)
Dividends	—	—	0.2	(11.6)	—	—	(11.4)

Acquisition of treasury stock	—	—	—	—	—	(3.0)	(3.0)
Balance at March 31, 2024	66.6	\$ 0.9	\$ 900.1	\$ 1,771.7	\$ (315.9)	\$ (624.9)	\$ 1,731.9
Net income (loss)	—	—	—	140.7	—	—	140.7
Other comprehensive income (loss) – net of tax	—	—	—	—	(26.8)	—	(26.8)
Issuance of common stock related to compensation	—	—	0.8	—	—	—	0.8
Compensation under stock-based plans – net	—	—	8.0	—	—	—	8.0
Dividends	—	—	0.1	(11.6)	—	—	(11.5)
Acquisition of treasury stock	(0.3)	—	—	—	—	(19.2)	(19.2)
Balance at June 30, 2024	66.3	\$ 0.9	\$ 909.0	\$ 1,900.8	\$ (342.7)	\$ (644.1)	\$ 1,823.9

	Accumulated						
	Outstanding	Common	Additional	Retained	Other	Common	Total
			Paid-in		Comprehensive	Stock in	
			Capital		Income (Loss)	Treasury	
	Shares	Stock	Capital	Earnings			
Balance at December 31, 2022	66.8	\$ 0.9	\$ 881.6	\$ 1,200.6	\$ (341.6)	\$ (560.3)	\$ 1,181.2
Net income (loss)	—	—	—	112.6	—	—	112.6
Other comprehensive income (loss) – net of tax	—	—	—	—	26.3	—	26.3
Issuance of common stock related to compensation	0.6	—	9.5	—	—	—	9.5
Compensation under stock-based plans – net	—	—	(22.3)	—	—	1.5	(20.8)
Dividends	—	—	0.1	(10.3)	—	—	(10.2)
Acquisition of treasury stock	(0.1)	—	—	—	—	(4.0)	(4.0)
Balance at March 31, 2023	67.3	\$ 0.9	\$ 868.9	\$ 1,302.9	\$ (315.3)	\$ (562.8)	\$ 1,294.6
Net income (loss)	—	—	—	159.4	—	—	159.4
Other comprehensive income (loss) – net of tax	—	—	—	—	10.0	—	10.0
Issuance of common stock related to compensation	—	—	0.4	—	—	—	0.4
Compensation under stock-based plans – net	—	—	9.6	—	—	—	9.6
Dividends	—	—	0.2	(10.3)	—	—	(10.1)
Acquisition of treasury stock	(0.6)	—	—	—	—	(31.6)	(31.6)
Other	—	—	—	—	—	(0.1)	(0.1)
Balance at June 30, 2023	66.7	\$ 0.9	\$ 879.1	\$ 1,452.0	\$ (305.3)	\$ (594.5)	\$ 1,432.2

Capital Comprehensive Treasury Income (Loss) Balance at December 31, 2023 66.1 \$ 1 \$ 906 \$ 1,675 \$ (\$ (\$ 1,672 287 623))
Net income (loss) - - - 109 - - 109 Other comprehensive income (loss) - net of tax - - - (- (29 29)) Issuance of common stock
related to compensation 0.5 - 24 - - - 24 Compensation under stock-based plans - net - - (- - 1 (31 30)) Dividends - - - (- - (11 11))
Acquisition of treasury stock - - - - ((3 3)) Other - - 1 (- - - 1) Balance at March 31, 2024 66.6 \$ 1 \$ 900 \$ 1,772 \$ (\$ (\$ 1,732

316 625)) Net income (loss) - - - 141 - - 141 Other comprehensive income (loss) - net of tax - - - - (- (27 27)) Issuance of common stock related to compensation - - 1 - - - 1 Compensation under stock-based plans - net - - 8 - - - 8 Dividends - - - (- - (12 12)) Acquisition of treasury stock (- - - - ((0.3 19 19))) Balance at June 30, 2024 66.3 \$ 1 \$ 909 \$ 1,901 \$ (\$ (\$ 1,824 343 644)) Net income (loss) - - - 88 - - 88 Other comprehensive income (loss) - net of tax - - - - 64 - 64 Issuance of common stock related to compensation - - 1 - - - 1 Compensation under stock-based plans - net - - 4 - - - 4 Dividends - - - (- - (11 11)) Acquisition of treasury stock (- - - - ((0.3 12 12))) Other - - - (- - (1 1)) Balance at September 30, 2024 66.0 \$ 1 \$ 914 \$ 1,977 \$ (\$ (\$ 1,957 279 656)) Outstanding Common Additional Retained Accumulated Common Total Shares Stock Paid-in Earnings Other Stock in Capital Comprehensive Treasury Income (Loss) Balance at December 31, 2022 66.8 \$ 1 \$ 881 \$ 1,201 \$ (\$ (\$ 1,181 342 560)) Net income (loss) - - - 113 - - 113 Other comprehensive income (loss) - net of tax - - - - 26 - 26 Issuance of common stock related to compensation 0.6 - 10 - - - 10 Compensation under stock-based plans - net - - (- - 1 (22 21)) Dividends - - - (- - (10 10)) Acquisition of treasury stock (- - - - ((0.1 4 4))) Other - - - (1 - - 1) Balance at March 31, 2023 67.3 \$ 1 \$ 869 \$ 1,303 \$ (\$ (\$ 1,295 315 563)) Net income (loss) - - - 159 - - 159 Other comprehensive income (loss) - net of tax - - - - 10 - 10 Compensation under stock-based plans - net - - 10 - - - 10 Dividends - - - (- - (10 10)) Acquisition of treasury stock (- - - - ((0.6 32 32))) Balance at June 30, 2023 66.7 \$ 1 \$ 879 \$ 1,452 \$ (\$ (\$ 1,432 305 595)) Net income (loss) - - - 119 - - 119 Other comprehensive income (loss) - net of tax - - - - (- (52 52)) Compensation under stock-based plans - net - - 9 - - - 9 Dividends - - - (- - (12 12)) Balance at September 30, 2023 66.7 \$ 1 \$ 888 \$ 1,559 \$ (\$ (\$ 1,496 357 595)) The accompanying notes are an integral part of these condensed consolidated financial statements.

6 ----- TEREX CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(unaudited)

((in millions) Nine Months Ended September 30, 2024 2023 Operating Activities Net income (loss) \$ 337 \$ 391
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities: Depreciation and
amortization 45 37 Stock-based compensation expense 23 26 Inventory and other non-cash charges 23 12 Changes in
millions)

	Six Months Ended June 30,	
	2024	2023
Operating Activities		
Net income (loss)	\$ 249.2	\$ 272.0
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	30.0	24.9
Stock-based compensation expense	18.0	17.3
Inventory and other non-cash charges	24.7	9.8
Changes in operating assets and liabilities (net of effects of acquisitions and divestitures):		
Receivables	(183.7)	(128.8)
Inventories	(86.1)	(141.2)
Trade accounts payable	26.0	67.5
Other assets and liabilities	(43.1)	8.0

Foreign exchange and other operating activities, net	(2.4)	0.3
Net cash provided by (used in) operating activities	32.6	129.8
Investing Activities		
Capital expenditures	(59.2)	(39.1)
Proceeds from sale of capital assets	0.1	33.5
Acquisitions, net of cash acquired, and investments	(1.8)	(15.8)
Other investing activities, net	9.6	0.4
Net cash provided by (used in) investing activities	(51.3)	(21.0)
Financing Activities		
Repayments of debt	(90.5)	(229.8)
Proceeds from issuance of debt	131.0	187.7
Share repurchases	(21.5)	(35.4)
Dividends paid	(22.8)	(20.3)
Other financing activities, net	(18.6)	(21.2)
Net cash provided by (used in) financing activities	(22.4)	(119.0)
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(10.3)	3.8
Net Increase (Decrease) in Cash and Cash Equivalents	(51.4)	(6.4)
Cash and Cash Equivalents at Beginning of Period	370.7	304.1
Cash and Cash Equivalents at End of Period	\$ 319.3	\$ 297.7

operating assets and liabilities (net of effects of acquisitions and divestitures): Receivables ((122 102)) Inventories ((45 168)) Trade accounts payable (60 109) Other assets and liabilities (22 15) Foreign exchange and other operating activities, net 12 (9) Net cash provided by (used in) operating activities 149 269 Investing Activities Capital expenditures ((88 72)) Proceeds from sale of capital assets - 34 Acquisitions, net of cash acquired, and investments ((2 16)) Other investing activities, net 10 - Net cash provided by (used in) investing activities ((80 54)) Financing Activities Repayments of debt ((135 258)) Proceeds from issuance of debt 135 188 Share repurchases ((34 36)) Dividends paid ((34 32)) Other financing activities, net ((20 23)) Net cash provided by (used in) financing activities ((88 161)) Effect of Exchange Rate Changes on Cash and Cash Equivalents - (6) Net Increase (Decrease) in Cash and Cash Equivalents (48 19) Cash and Cash Equivalents at Beginning of Period 371 304 Cash and Cash Equivalents at End of Period \$ 352 \$ 352 The accompanying notes are an integral part of these condensed consolidated financial statements.

7 ----- TEREX CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

NOTE A -- BASIS OF PRESENTATION

Basis of Presentation and Principles of Consolidation. The accompanying unaudited Condensed Consolidated Financial Statements of Terex Corporation and subsidiaries as of June 30, 2024 September 30, 2024 and for the three and six nine months ended June 30, 2024 September 30, 2024 and 2023 have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP" GAAP) for interim financial information and instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all information and footnotes required by U.S. GAAP to be included in full-year financial statements. The accompanying Condensed Consolidated Balance Sheet as of December 31, 2023 has been derived from audited consolidated financial statements as of that date, but does not include all disclosures required by U.S. GAAP. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's Company's Annual Report on Form 10-K for year ended December 31, 2023.

The Condensed Consolidated Financial Statements include accounts of Terex Corporation, its majority-owned subsidiaries and other controlled subsidiaries ("Terex" ("Terex" or the "Company" Company)). The Company consolidates all majority-owned and controlled subsidiaries, applies equity method of accounting for investments in which the Company is able to exercise significant influence and applies the cost method for investments which do not have readily determinable fair values. All intercompany balances, transactions and profits have been eliminated. Certain prior period amounts have been reclassified to conform with the 2024 presentation.

In the opinion of management, adjustments considered necessary for the fair statement of these interim financial statements have been made. Except as otherwise disclosed, all such adjustments consist only of those of a normal recurring nature. Operating results for the three and six nine months ended June 30, 2024 September 30, 2024 are not necessarily indicative of results that may be expected for the year ending December 31, 2024.

Accounting Standards to be Implemented. In November 2023, the Financial Accounting Standards Board ("FASB" ("FASB")) issued Accounting Standard Update ("ASU" ("ASU")) 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which requires additional segment reporting disclosures, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 requires that companies disclose, at the reportable segment level, the significant segment expenses regularly provided to the chief operating decision maker ("CODM" ("CODM")), as well as the amount and composition of other segment items. The ASU also requires companies to disclose the title and position of the CODM and how the CODM uses the reported measures of a segment's segment's profit or loss when assessing performance and deciding how to allocate resources. Additionally, the ASU mandates that all segment disclosures currently required annually by Topic 280, including the enhancements outlined in the ASU, be disclosed on an interim basis. The guidance is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. The While adoption will result in additional disclosure, the Company is currently evaluating the impact of this guidance does not expect adoption to have a material effect on its disclosures to consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires disclosure in the rate reconciliation table additional categories of information about federal, state and foreign income taxes and provide more details about the reconciliation items in some categories if the items meet a quantitative threshold. The guidance also requires disclosure of income taxes paid, net of refunds, disaggregated by federal (national), state and foreign taxes for annual periods and to disaggregate the information by

jurisdiction based on a quantitative threshold. The guidance is effective for annual periods beginning after December 15, 2024. The Company is currently evaluating the impact of this guidance on its disclosures to consolidated financial statements.

Receivables and Allowance for Doubtful Accounts. Receivables include \$664.7 \$ 577 million and \$493.8 \$ 494 million of trade accounts receivable at June 30, 2024 September 30, 2024 and December 31, 2023, respectively. Trade accounts receivable are recorded at invoiced amount and do not bear interest. Allowance for doubtful accounts is the Company's Company's estimate of current expected credit losses on its existing accounts receivable and determined based on historical customer assessments, current financial conditions, and reasonable and supportable forecasts. Account balances are charged off against the allowance when the Company determines the receivable will not be recovered. There can be no assurance that the Company's Company's estimate of accounts receivable collection will be indicative of future results.

8 ----- The following table summarizes changes in the consolidated allowance for doubtful accounts (in millions):

Balance as of December 31, 2023	\$	8.3
Provision for credit losses		2.6
Other (1)		(0.5)
Balance as of June 30, 2024	\$	10.4

(1) Includes utilization of established reserves, net of recoveries and the impact of foreign exchange rate changes.

Balance as of December 31, 2023 \$ 8 Provision for credit losses 3 Other (1) 1 Balance as of September 30, 2024 \$ 10 (1) Includes utilization of established reserves, net of recoveries and the impact of foreign exchange rate changes. **Supplier Finance.** The Company has a supplier finance program to pay a third-party bank the stated amount of confirmed invoices from its designated suppliers on the original maturity dates of the invoices. Terex or the bank may terminate the agreement upon 30 days' days' notice. The supplier invoices that have been confirmed as valid under the program require payment in full within 60-90 days of invoice date. Confirmed obligation amounts outstanding were immaterial \$ 2 million at June 30, 2024 and September 30, 2024. There were no confirmed obligations outstanding at December 31, 2023.

Guarantees. The Company issues guarantees to financial institutions related to financing of equipment purchases by customers. The expectation of losses or non-performance is evaluated based on consideration of historical customer assessments, current financial conditions, reasonable and supportable forecasts, equipment collateral value and other factors. Reserves are recorded for expected loss over the contractual period of risk exposure. See Note K – "Litigation L - "Litigation and Contingencies" Contingencies" for additional information regarding guarantees issued to financial institutions.

Accrued Warranties. The Company records accruals for potential warranty claims based on its claim experience. The Company's Company's products are typically sold with a standard warranty covering defects that arise during a fixed

period. Each business provides a warranty specific to products it offers. The specific warranty offered by a business is a function of customer expectations and competitive forces. Warranty length is generally a fixed period of time, a fixed number of operating hours or both.

A liability for estimated warranty claims is accrued at the time of sale. The current portion of the product warranty liability is included in Other current liabilities and the non-current portion is included in Other non-current liabilities in the Company's Company's Condensed Consolidated Balance Sheet. The liability is established using historical warranty claims experience for each product sold. Historical claims experience may be adjusted for known design improvements or for the impact of unusual product quality issues. Assumptions are updated for known events that may affect the potential warranty liability.

The following table summarizes changes in the consolidated product warranty liability (in millions):

Balance as of December 31, 2023	\$	47.8
Accruals for warranties issued during the period		19.2
Changes in estimates		1.7
Settlements during the period		(23.1)
Foreign exchange effect/other		(0.6)
Balance as of June 30, 2024	\$	45.0

Balance as of December 31, 2023 \$ 48 Accruals for warranties issued during the period 28 Changes in estimates 4 Settlements during the period (35) Foreign exchange effect/other 1 Balance as of September 30, 2024 \$ 46 Fair Value Measurements. Assets and liabilities measured at fair value on a recurring basis under the provisions of Accounting Standards Codification ("ASC") ("ASC") 820, "Fair "Fair Value Measurement and Disclosure" ("Disclosure" ("ASC 820"820") include commodity swaps, cross currency swaps and foreign exchange contracts discussed in Note H – "Derivative I - "Derivative Financial Instruments" Instruments" and debt discussed in Note I – "Long-Term Obligations" J - "Long-Term Obligations". These instruments are valued using observable market data for similar assets and liabilities or the present value of future cash payments and receipts. ASC 820 establishes a fair value hierarchy for those instruments measured at fair value that distinguishes between assumptions based on market data (observable inputs) and the Company's Company's assumptions (unobservable inputs). The hierarchy consists of three levels:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 - Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability; and
- Level 3 - Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e. supported by little or no market activity).

Determining which category an asset or liability falls within this hierarchy requires judgment. The Company evaluates its hierarchy disclosures each quarter.

9 ----- NOTE B -- BUSINESS SEGMENT INFORMATION

Terex is a global industrial equipment manufacturer of materials processing machinery, waste and aerial recycling solutions, mobile elevating work platforms (MEWPs), and equipment for the electric utility industry. The Company designs, builds, and supports products used in maintenance, manufacturing, energy, recycling, minerals and materials management, construction, waste and construction applications, recycling, and the entertainment industry. Terex provides lifecycle support to our customers through its global parts and services organization, and offer complementary digital solutions, designed to help customers maximize their return on their investment. Certain Terex products and solutions enable customers to reduce their impact on the environment including electric and hybrid offerings that deliver quiet and emission-free performance, products that support renewable energy, and products that aid in the recovery of useful materials from various types of waste. The Company's Company's products are manufactured in North America, Europe, Australia and Asia Pacific and sold worldwide. Terex engages with customers through all stages of the product life cycle, from initial specification to parts and service support.

The Company identifies its operating segments according to how business activities are managed and evaluated, and has identified three operating segments: Materials Processing ("MP" ("MP")), Aerials and Utilities. As Aerials and Utilities operating segments share similar economic characteristics, these operating segments are aggregated into one reportable segment, Aerial Work Platforms ("AWP" ("AWP")). The Company operates in two reportable segments: (i) MP and (ii) AWP.

MP designs, manufactures, services and markets materials processing and specialty equipment, including crushers, washing systems, screens, trommels, apron feeders, material handlers, pick and carry cranes, rough terrain cranes, tower cranes, wood processing, biomass and recycling equipment, concrete mixer trucks and concrete pavers, conveyors, and their related components and replacement parts. Customers use these products in construction, infrastructure and recycling projects, in various quarrying and mining applications, as well as in landscaping and biomass production industries, material handling applications, maintenance applications to lift equipment or material, moving materials and equipment on rugged or uneven terrain, lifting construction material and placing material at point of use.

AWP designs, manufactures, services and markets aerial work platform equipment, utility equipment and telehandlers as well as their related components and replacement parts. Customers use these products to construct and maintain industrial, commercial, institutional and residential buildings and facilities, for purposes within the entertainment industry, for construction and maintenance of transmission and distribution lines, tree trimming, certain construction and foundation drilling applications, and for other commercial operations, as well as in a wide range of infrastructure projects.

The Company assists customers in their rental, leasing and acquisition of its products through Terex Financial Services ("TFS" ("TFS")). TFS uses its equipment financing experience to facilitate financial products and services to assist customers in the acquisition of the Company's Company's equipment. TFS is included in Corporate and Other.

10 ----- Corporate and Other also includes eliminations among the two reportable segments, as well as general and corporate items.

Business segment information is presented below (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net sales				
MP	\$ 498.6	\$ 577.4	\$ 1,018.6	\$ 1,131.2
AWP	881.8	824.9	1,654.5	1,510.8
Corporate and Other / Eliminations	1.3	0.8	1.1	(3.2)
Total	<u>\$ 1,381.7</u>	<u>\$ 1,403.1</u>	<u>\$ 2,674.2</u>	<u>\$ 2,638.8</u>
Income (loss) from operations				
MP	\$ 77.0	\$ 98.2	\$ 149.1	\$ 183.5
AWP	133.8	133.6	241.1	216.7
Corporate and Other / Eliminations	(17.7)	(21.9)	(38.8)	(42.6)
Total	<u>\$ 193.1</u>	<u>\$ 209.9</u>	<u>\$ 351.4</u>	<u>\$ 357.6</u>

	June 30, 2024	December 31, 2023
Identifiable assets		
MP	\$ 2,013.8	\$ 2,091.4
AWP	2,414.1	2,216.2
Corporate and Other / Eliminations	(648.4)	(692.1)
Total	<u>\$ 3,779.5</u>	<u>\$ 3,615.5</u>

Three Months Ended Nine Months Ended September 30, September 30, 2024 2023 2024 2023 Net sales MP \$ 444 \$ 541 \$ 1,463 \$ 1,672 AWP 769 751 2,423 2,262 Corporate and Other / Eliminations ((- (1 2 5))) Total \$ 1,212 \$ 1,290 \$ 3,886 \$ 3,929 Income (loss) from operations MP \$ 56 \$ 92 \$ 205 \$ 275 AWP 83 93 324 310 Corporate and Other / Eliminations (((17 22 56 64))) Total \$ 122 \$ 163 \$ 473 \$ 521 September 30, December 31, 2024 2023 Identifiable assets MP \$ 2,039 \$ 2,091 AWP 2,350 2,216 Corporate and Other / Eliminations ((608 692)) Total \$ 3,781 \$ 3,615 Sales between segments are generally priced to recover costs plus a reasonable markup for profit, which is eliminated in consolidation.

Geographic net sales information is presented below (in millions):

Three Months Ended June 30, 2024				Three Months Ended June 30, 2023			
Corporate and Other /				Corporate and Other /			
MP	AWP	Eliminations	Total	MP	AWP	Eliminations	Total

Net sales by region								
North America	\$ 242.2	\$ 650.2	\$ 0.7	\$ 893.1	\$ 260.6	\$ 584.3	\$ 3.4	\$ 848.3
Western Europe	116.2	131.6	0.2	248.0	164.5	123.3	—	287.8
Asia-Pacific	88.3	51.3	0.9	140.5	102.8	57.6	—	160.4
Rest of World ⁽¹⁾	51.9	48.7	(0.5)	100.1	49.5	59.7	(2.6)	106.6
Total ⁽²⁾	\$ 498.6	\$ 881.8	\$ 1.3	\$ 1,381.7	\$ 577.4	\$ 824.9	\$ 0.8	\$ 1,403.1

Three Months Ended Three Months Ended September 30, 2024 September 30, 2023 MP AWP Corporate Total MP AWP Corporate Total and Other and Other / Eliminations / Eliminations Net sales by region North \$ 204 \$ 602 \$ 3

\$ 809 \$ 243 \$ 533 \$ 4 \$ 780 America Western Europe 108 83 - 191 143 103 - 246 Asia-Pacific 87 43 - 130 105 64 - 169 Rest of World 45 41 (82 50 51 (95 (1) 4 6)) Total \$ 444 \$ 769 \$ (\$ 1,212 \$ 541 \$

751 \$ (\$ 1,290 (2) 1 2)) (1) Includes intercompany sales and eliminations.

(2) Total sales include \$809.8 \$ 748 million and \$771.4 \$ 717 million for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively, attributable to the U.S., the Company's Company's country of domicile.

Six Months Ended June 30, 2024					Six Months Ended June 30, 2023			
Corporate and Other / Eliminations					Corporate and Other / Eliminations			
MP	AWP	Eliminations	Total		MP	AWP	Eliminations	Total
Net sales by region								
North America	\$ 478.3	\$ 1,206.3	\$ 2.9	\$ 1,687.5	\$ 508.6	\$ 1,017.9	\$ 6.2	\$ 1,532.7
Western Europe	252.3	257.3	0.3	509.9	315.1	263.5	0.1	578.7
Asia-Pacific	191.4	95.2	0.9	287.5	200.7	112.0	0.2	312.9
Rest of World ⁽¹⁾	96.6	95.7	(3.0)	189.3	106.8	117.4	(9.7)	214.5
Total ⁽²⁾	\$ 1,018.6	\$ 1,654.5	\$ 1.1	\$ 2,674.2	\$ 1,131.2	\$ 1,510.8	\$ (3.2)	\$ 2,638.8

11 ----- Nine Months Ended Nine Months Ended September 30, 2024 September 30, 2023 MP AWP Corporate Total MP AWP Corporate Total and Other and Other /

Eliminations / Eliminations Net sales by region North \$ 682 \$ 1,809 \$ 6 \$ 2,497 \$ 752 \$ 1,551 \$ 11 \$ 2,314 America Western Europe 360 340 - 700 458 367 - 825 Asia-Pacific 278 139 1 418 306 176 - 482 Rest of World 143 135 (

271 156 168 (308 (1) 7 16)) Total \$ 1,463 \$ 2,423 \$ - \$ 3,886 \$ 1,672 \$ 2,262 \$ (\$ 3,929 (2) 5) (1) Includes intercompany sales and eliminations.

(2) Total sales include \$1.5 \$ 2.3 billion and \$1.4 \$ 2.1 billion for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively, attributable to the U.S., the Company's Company's country of domicile.

The Company attributes sales to unaffiliated customers in different geographical areas based on the location of the customer.

Product type net sales information is presented below (in millions):

Three Months Ended June 30, 2024	Three Months Ended June 30, 2023
-------------------------------------	-------------------------------------

	Three Months Ended September 30, 2024				Three Months Ended September 30, 2023			
	MP	AWP	Corporate and Other / Eliminations	Total	MP	AWP	Corporate and Other / Eliminations	Total
Net sales by product type								
Aerial Work Platforms	\$ —	\$ 624.9	\$ 0.3	\$ 625.2	\$ —	\$ 585.1	\$ 0.6	\$ 585.7
Materials Processing Equipment	330.9	—	—	330.9	337.6	—	—	337.6
Specialty Equipment	167.7	—	0.1	167.8	240.0	—	0.3	240.3
Utility Equipment	—	150.9	—	150.9	—	156.9	—	156.9
Other ⁽¹⁾	—	106.0	0.9	106.9	(0.2)	82.9	(0.1)	82.6
Total	\$ 498.6	\$ 881.8	\$ 1.3	\$ 1,381.7	\$ 577.4	\$ 824.9	\$ 0.8	\$ 1,403.1

Three Months Ended September 30, 2024 September 30, 2023 MP AWP Corporate Total MP AWP Corporate Total and Other and Other / Eliminations / Eliminations Net sales by product type Aerial \$ - \$ 506

\$ - \$ 506 \$ - \$ 528 \$ 1 \$ 529 Work Platforms Materials 273 - - 273 372 - - 372 Processing Equipment Specialty 171 - - 171 169 - - 169 Equipment Utility - 149 - 149 - 143 - 143 Equipment Other - 114 (113 - 80 (77 (1) 1 3))

Total \$ 444 \$ 769 \$ (\$ 1,212 \$ 541 \$ 751 \$ (\$ 1,290 1 2)) (1) Includes other product types, intercompany sales and eliminations.

	Six Months Ended June 30, 2024				Six Months Ended June 30, 2023			
	MP	AWP	Corporate and Other / Eliminations	Total	MP	AWP	Corporate and Other / Eliminations	Total
Net sales by product type								
Aerial Work Platforms	\$ —	\$ 1,167.0	\$ 1.0	\$ 1,168.0	\$ —	\$ 1,069.4	\$ 1.1	\$ 1,070.5
Materials Processing Equipment	687.9	—	—	687.9	672.0	—	—	672.0
Specialty Equipment	330.2	—	0.1	330.3	455.7	—	0.6	456.3
Utility Equipment	—	301.2	—	301.2	—	285.3	—	285.3
Other ⁽¹⁾	0.5	186.3	—	186.8	3.5	156.1	(4.9)	154.7
Total	\$ 1,018.6	\$ 1,654.5	\$ 1.1	\$ 2,674.2	\$ 1,131.2	\$ 1,510.8	\$ (3.2)	\$ 2,638.8

Nine Months Ended September 30, 2024 September 30, 2023 MP AWP Corporate Total MP AWP Corporate Total and Other and Other / Eliminations / Eliminations Net sales by product type Aerial \$ - \$ 1,673 \$ 1 \$ 1,674 \$ - \$ 1,597 \$ 2 \$ 1,599 Work Platforms Materials 961 - - 961 1,043 - - 1,043 Processing Equipment Specialty 502 - - 502 625 - 1 626 Equipment Utility - 450 - 450 - 429 - 429 Equipment Other - 300 (299 4 236 (232 (1 1 8)) Total \$ 1,463 \$ 2,423 \$ - \$ 3,886 \$ 1,672 \$ 2,262 \$ (\$ 3,929 5) (1) Includes other product types, intercompany sales and eliminations.

12 ----- NOTE C -- INCOME TAXES

During the three months ended **June 30, 2024** September 30, 2024, the Company recognized income tax expense of **\$33.4 million** \$ 11 million on income of **\$174.1 million**, \$ 99 million, an effective tax rate of **19.2%**, **11.1 %**, as compared to income tax expense of **\$32.0 million** \$ 30 million on income of **\$191.8 million**, \$ 149 million, an effective tax rate of **16.7%**, **20.0 %**, for the three months ended **June 30, 2023** September 30, 2023. The **higher lower** effective tax rate for the three months ended **June 30, 2024** September 30, 2024 when compared with the three months ended **June 30, 2023** September 30, 2023 is primarily due to an increase in favorable discrete items, partially offset by higher tax related to geographic distribution of **income and less favorable discrete items**.

income. During the **six nine** months ended **June 30, 2024** September 30, 2024, the Company recognized income tax expense of **\$61.4 million** \$ 73 million on income of **\$310.6 million**, \$ 410 million, an effective tax rate of **19.8%**, **17.8 %**, as compared to income tax expense of **\$55.3 million** \$ 85 million on income of **\$325.0 million**, \$ 474 million, an effective tax rate of **17.0%**, **18.0 %**, for the **six nine** months ended **June 30, 2023** September 30, 2023. The **higher lower** effective tax rate for the **six nine** months ended **June 30, 2024** September 30, 2024 when compared with the **six nine** months ended **June 30, 2023** September 30, 2023 is primarily due to **higher tax related to geographic distribution of income and less an increase in favorable discrete items**.

On December 15, 2022, the European Union ("**EU**" ("**EU**") Member States formally adopted the **EU's EU's** Pillar Two Directive, which generally provides for a minimum effective tax rate of 15% for large corporations, as established by the Organization for Economic Co-operation and Development ("**OECD**" ("**OECD**") Pillar Two Framework. A number of countries in which we operate have adopted legislation, many of which are effective in 2024 subject to the OECD transitional safe harbor rules, while other countries are still in the process of introducing legislation. **In addition, the OECD continues to issue guidance on this matter.** The Company has determined the impact of enacted Pillar Two legislation on its financial statements is not material. The Company will continue to evaluate the financial statement impacts as additional Pillar Two rules are **enacted**.

enacted and OECD guidance is issued. NOTE D -- ACQUISITIONS On October 8, 2024 (the "Closing Date"), in accordance with the Transaction Agreement, dated as of July 21, 2024, as amended by the First Amendment to the Transaction Agreement, dated as of October 8, 2024 (and as may be further amended, the "TA"), by and between the Company and Dover Corporation ("Dover"), the Company completed its acquisition of the subsidiaries and assets that constitute ESG from Dover for a purchase price of \$ 2 billion in cash, subject to customary closing adjustments to be finalized after the Closing Date. The Company financed the purchase price and related fees and expenses using the net proceeds from the 6.25 % Senior Notes, new term loan borrowings under the New Term Facility and cash on hand. See Note J - "Long-Term Obligations" for additional details on financing transactions. The transaction will be recorded as a business combination using the acquisition method which requires measurement of identifiable assets acquired and liabilities assumed at their estimated fair values as of the acquisition date. Goodwill will be calculated as the excess of the aggregate of the fair value of the consideration transferred over the fair value of the net assets recognized. The initial

accounting for the transaction is not complete due to the proximity of the Closing Date of the acquisition to the date of this filing. The Company is therefore unable to disclose certain information including the provisional fair value estimates of the identifiable net assets acquired and goodwill at this time. Additionally, the Company did not present the supplemental pro forma information for this transaction since it is impracticable to prepare such financial statements considering the timing of the transaction. The Company will provide a preliminary purchase price allocation and pro forma financial information within its Annual Report on Form 10-K for the year ended December 31, 2024. During the three and nine months ended September 30, 2024, the Company recognized transaction costs of \$ 7 million and \$ 10 million, respectively, which are recorded within Other income (expense) - net, in the Condensed Consolidated Statement of Comprehensive Income (Loss). ESG designs and manufactures refuse collection vehicles, waste compaction equipment, and associated parts and digital solutions. ESG's industry leading product brands include Heil, Marathon, Curotto-Can, Bayne Thinline, and Parts Central as well as digital solutions offerings 3rd Eye and Soft-Pak. ESG's turnkey products and services across equipment, digital, and aftermarket offerings are complementary to Terex's businesses, and will allow Terex to expand its customer base, providing customers with a broader suite of environmental equipment solutions, and realizing economies of scale. ESG will also complement and strengthen Terex's portfolio with synergies in the fast-growing waste and recycling end market. On April 1, 2023, the Company acquired assets and liabilities of Continental Manufacturing Company, a manufacturer of bulk material handling conveyors based in Missouri, and real estate from Continental Real Estate LLC (collectively "MARCO"), to expand manufacturing capacity for mobile conveying equipment in North America and the Company's product offerings that complement the existing portfolio. Total cash consideration was approximately \$ 6 million. The transaction was recorded as a business combination using the acquisition method which requires measurement of identifiable assets acquired and liabilities assumed at their estimated fair values as of the acquisition date. Goodwill was calculated as the excess of the aggregate of the fair value of the consideration transferred over the fair value of the net assets recognized. Goodwill recognized as a result of this acquisition was immaterial. The results of operations associated with the business are consolidated within the MP segment in the Condensed Consolidated Financial Statements from the date of acquisition. 13 ----- NOTE E - EARNINGS PER SHARE

(in millions, except per share data)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Income (loss) from continuing operations	\$ 140.7	\$ 159.8	\$ 249.2	\$ 269.7
Gain (loss) on disposition of discontinued operations – net of tax	—	(0.4)	—	2.3
Net income (loss)	<u>\$ 140.7</u>	<u>\$ 159.4</u>	<u>\$ 249.2</u>	<u>\$ 272.0</u>
Basic shares:				
Weighted average shares outstanding	<u>67.2</u>	<u>67.6</u>	<u>67.1</u>	<u>67.7</u>
Earnings (loss) per share – basic:				
Income (loss) from continuing operations	\$ 2.09	\$ 2.36	\$ 3.71	\$ 3.98
Gain (loss) on disposition of discontinued operations – net of tax	—	—	—	0.04
Net income (loss)	<u>\$ 2.09</u>	<u>\$ 2.36</u>	<u>\$ 3.71</u>	<u>\$ 4.02</u>
Diluted shares:				

Weighted average shares outstanding – basic	67.2	67.6	67.1	67.7
Effect of dilutive securities:				
Restricted stock	0.5	0.5	0.7	0.8
Diluted weighted average shares outstanding	67.7	68.1	67.8	68.5
Earnings (loss) per share – diluted:				
Income (loss) from continuing operations	\$ 2.08	\$ 2.35	\$ 3.68	\$ 3.94
Gain (loss) on disposition of discontinued operations – net of tax	—	(0.01)	—	0.03
Net income (loss)	\$ 2.08	\$ 2.34	\$ 3.68	\$ 3.97

(in millions, except per share data) Three Months Ended Nine Months Ended September 30, September 30, 2024 2023
2024 2023 Income (loss) from continuing operations \$ 88 \$ 119 \$ 337 \$ 389 Gain (loss) on disposition of discontinued operations - net of tax - - - 2 Net income (loss) \$ 88 \$ 119 \$ 337 \$ 391 Basic shares: Weighted average shares outstanding 66.9 67.4 67.0 67.6 Earnings (loss) per share - basic: Income (loss) from continuing operations \$ 1.32 \$ 1.77 \$ 5.03 \$ 5.75 Gain (loss) on disposition of discontinued operations - net of tax - - - 0.04 Net income (loss) \$ 1.32 \$ 1.77 \$ 5.03 \$ 5.79 Diluted shares: Weighted average shares outstanding - basic 66.9 67.4 67.0 67.6 Effect of dilutive securities: Restricted stock 0.5 0.8 0.7 0.8 Diluted weighted average shares outstanding 67.4 68.2 67.7 68.4 Earnings (loss) per share - diluted: Income (loss) from continuing operations \$ 1.31 \$ 1.75 \$ 4.98 \$ 5.69 Gain (loss) on disposition of discontinued operations - net of tax - - - 0.03 Net income (loss) \$ 1.31 \$ 1.75 \$ 4.98 \$ 5.72 Non-vested restricted stock awards and restricted stock units ("Restricted Stock" Stock) granted by the Company are treated as potential common shares outstanding in computing diluted earnings per share using the treasury stock method. Weighted average Restricted Stock of approximately 0.1 million and 0.5 million 0.1 million were outstanding during the three months ended June 30, 2024 September 30, 2024, but were not included in the computation of diluted shares as the effect would be anti-dilutive or performance targets were not expected to be achieved for awards contingent upon performance. There were no weighted average Restricted Stock Awards outstanding during the three months ended September 30, 2023 that would have an anti-dilutive effect. Weighted average Restricted Stock of approximately 0.1 million and 0.3 million were outstanding during the nine months ended September 30, 2024 and 2023, respectively, but were not included in the computation of diluted shares as the effect would be anti-dilutive or performance targets were not expected to be achieved for awards contingent upon performance. Weighted average Restricted Stock of approximately 0.1 million and 0.3 million were outstanding during the six months ended June 30, 2024 and 2023, respectively, but were not included in the computation of diluted shares as the effect would be anti-dilutive or performance targets were not expected to be achieved for awards contingent upon performance.

NOTE E – F - INVENTORIES

Inventories consist of the following (in millions):

	June 30, 2024	December 31, 2023
Finished equipment	\$ 528.4	\$ 467.9
Replacement parts	177.3	185.6
Work-in-process	127.6	131.5

Raw materials and supplies	399.5	401.0
Inventories	\$ 1,232.8	\$ 1,186.0

September 30, December 31, 2024 2023 Finished equipment \$ 498 \$ 468 Replacement parts 180 186 Work-in-process 117 131 Raw materials and supplies 427 401 Inventories \$ 1,222 \$ 1,186 Inventory reserves were \$71.3 million \$ 76 million and \$70.5 million \$ 71 million at June 30, 2024 September 30, 2024 and December 31, 2023, respectively.

14 ----- NOTE F – G - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment – net consist of the following (in millions):

	June 30, 2024	December 31, 2023
Property	\$ 76.1	\$ 75.1
Plant	310.4	302.4
Equipment	509.5	492.3
Leasehold improvements	53.3	51.8
Construction in progress	71.9	73.4
Property, plant and equipment – gross	1,021.2	995.0
Less: Accumulated depreciation	(446.7)	(425.2)
Property, plant and equipment – net	\$ 574.5	\$ 569.8

September 30, December 31, 2024 2023 Property \$ 76 \$ 75 Plant 329 303 Equipment 537 492 Leasehold improvements 57 52 Construction in progress 69 73 Property, plant and equipment - gross 1,068 995 Less: Accumulated depreciation ((466 425)) Property, plant and equipment - net \$ 602 \$ 570 NOTE G – H - GOODWILL AND INTANGIBLE ASSETS

An analysis of changes in the Company's goodwill by business segment is as follows (in millions):

	MP	AWP	Total
Balance at December 31, 2023, gross	\$ 217.5	\$ 138.9	\$ 356.4
Accumulated impairment	(23.2)	(38.6)	(61.8)
Balance at December 31, 2023, net	194.3	100.3	294.6
Foreign exchange effect and other	(2.7)	(0.6)	(3.3)
Balance at June 30, 2024, gross	214.8	138.3	353.1
Accumulated impairment	(23.2)	(38.6)	(61.8)
Balance at June 30, 2024, net	\$ 191.6	\$ 99.7	\$ 291.3

MP AWP Total Balance at December 31, 2023, gross \$ 218 \$ 139 \$ 357 Accumulated impairment (((23 39 62))) Balance at December 31, 2023, net 195 100 295 Foreign exchange effect and other 6 - 6 Balance at September 30, 2024, gross 224 139 363 Accumulated impairment (((23 39 62))) Balance at September 30, 2024, net \$ 201 \$ 100 \$ 301 Intangible assets, net were comprised of the following (in millions):

	Weighted Average Life (in years)	June 30, 2024			December 31, 2023		
		Gross	Net	Gross	Net	Gross	Net
		Carrying				Carrying	
		Amount				Amount	
			Accumulated Amortization	Carrying Amount		Accumulated Amortization	Carrying Amount
Definite-lived intangible assets:							
Technology	7	\$ 9.4	\$ (9.2)	\$ 0.2	\$ 9.6	\$ (9.5)	\$ 0.1
Customer Relationships	17	35.1	(29.2)	5.9	35.5	(28.7)	6.8
Land Use Rights	80	3.9	(0.8)	3.1	3.9	(0.8)	3.1
Other	9	29.9	(25.0)	4.9	30.3	(24.6)	5.7
Total definite-lived intangible assets		\$ 78.3	\$ (64.2)	\$ 14.1	\$ 79.3	\$ (63.6)	\$ 15.7

(in millions)	Three Months Ended June		Six Months Ended	
	30,		June 30,	
	2024	2023	2024	2023
Aggregate Amortization Expense	\$ 0.6	\$ 0.6	\$ 1.2	\$ 1.4

September 30, 2024 December 31, 2023 Weighted Gross Carrying Accumulated Net Carrying Gross Carrying
Accumulated Net Carrying Average Life Amount Amortization Amount Amount Amortization Amount (in years) Definite-
lived intangible assets: Technology 8 \$ 10 \$ (\$ - \$ 10 \$ (\$ - 10 10)) Customer 17 36 (6 36 (7 Relationships 30 29))
Land Use Rights 79 4 (3 4 (3 1 1)) Other 9 30 (5 30 (6 25 24)) Total \$ 80 \$ (\$ 14 \$ 80 \$ (\$ 16 definite-lived 66 64
intangible)) assets Three Months Ended September 30, Nine Months Ended September 30, (in millions) 2024 2023
2024 2023 Aggregate Amortization Expense \$ 1 \$ 1 \$ 2 \$ 2 Estimated aggregate intangible asset amortization expense
for each of the next five years is as follows (in millions):

2024	\$	2.4
2025		2.3
2026		2.1
2027		2.1
2028		1.2

2024 \$ 2 2025 2 2026 2 2027 2 2028 1 15 ----- NOTE H - I -
DERIVATIVE FINANCIAL INSTRUMENTS

The Company operates internationally, with manufacturing and sales facilities in various locations around the world. In the normal course of business, the Company uses derivatives to manage commodity, currency and interest rate exposures. For a derivative to qualify for hedge accounting treatment at inception and throughout the hedge period, the Company formally documents the nature and relationships between hedging instruments and hedged items, as well as its risk-management objectives and strategies for undertaking various hedge transactions, and methods of assessing hedge effectiveness. Additionally, for hedges of forecasted transactions, significant characteristics and expected terms of a forecasted transaction must be specifically identified, and it must be probable that each forecasted transaction will occur. If it is deemed probable the forecasted transaction will not occur, then the gain or loss would be recognized in current earnings. Financial instruments qualifying for hedge accounting must maintain a specified level of effectiveness between the hedging instrument and the item being hedged. The Company does not engage in trading or other speculative use of financial instruments. The Company records all derivative contracts at fair value on a recurring basis.

Commodity Swaps

Derivatives designated as cash flow hedging instruments include commodity swaps with outstanding notional value of \$12.5 million, \$11 million and \$22.2 million, \$22 million at June 30, 2024, September 30, 2024 and December 31, 2023, respectively. Commodity swaps outstanding at June 30, 2024, September 30, 2024 mature on or before August 31, 2025. The Company uses commodity swaps to mitigate price risk for hot rolled coil steel. Fair value of commodity swaps are based on observable market data for similar assets and liabilities. Changes in the fair value of commodity swaps are deferred in Accumulated other comprehensive income (loss) ("AOCI") ("AOCI"). Gains or losses on commodity swaps are reclassified to Cost of goods sold ("COGS") ("COGS") in the Condensed Consolidated Statement of Comprehensive Income (Loss) when the hedged transaction affects earnings.

Cross Currency Swaps

Derivatives designated as net investment hedging instruments include cross currency swaps with outstanding notional value of \$278.1 million, \$280 million and \$250.0 million, \$250 million at June 30, 2024, September 30, 2024 and December 31, 2023, respectively. The Company uses these cross currency swaps to mitigate its exposure to changes in foreign currency exchange rates related to a net investment in a Euro-denominated functional currency subsidiary. Fair values of cross currency swaps are based on the present value of future cash payments and receipts. Changes in the fair value of cross currency swaps are deferred in AOCI. Gains or losses on cross currency swaps are reclassified to Selling, general and administrative expenses in the Condensed Consolidated Statement of Comprehensive Income (Loss) when the net investment is liquidated.

Foreign Exchange Contracts

The Company enters into foreign exchange contracts to manage variability of future cash flows associated with changing currency exchange rates. Foreign currency exchange contracts, whether designated or not designated as cash flow hedges, are used to mitigate exposure to changes in foreign currency exchange rates on recognized assets and liabilities or forecasted transactions. Fair values of these contracts are derived using quoted forward foreign exchange prices to interpolate values of outstanding trades at the reporting date based on their maturities. Foreign exchange contracts outstanding at June 30, 2024, September 30, 2024 mature on or before December 31, 2024.

The Company had no foreign exchange contracts outstanding that were designated as cash flow hedging instruments at June 30, 2024 September 30, 2024. The Company had \$4.6 million \$ 5 million notional value of foreign exchange contracts outstanding that were designated as cash flow hedging instruments at December 31, 2023. For effective hedging instruments, changes in the fair value of foreign exchange contracts are deferred in AOCI until the hedged transactions affect earnings. Gains or losses on foreign exchange contracts are reclassified to COGS in the Condensed Consolidated Statement of Comprehensive Income (Loss).

The Company had \$303.8 million \$ 357 million and \$300.1 million \$ 300 million notional value of foreign exchange contracts outstanding that were not designated as cash flow hedging instruments at June 30, 2024 September 30, 2024 and December 31, 2023, respectively. The majority of gains and losses recognized from foreign exchange contracts not designated as hedging instruments are offset by changes in the underlying exposures the contracts are intended to mitigate, resulting in no material net impact on earnings. Changes in the fair value of these derivative financial instruments are recognized as gains or losses in COGS and Other income (expense) - net in the Condensed Consolidated Statement of Comprehensive Income (Loss).

16 ----- The following table provides the location and fair value amounts of derivative instruments designated and not designated as hedging instruments that are reported in the Condensed Consolidated Balance Sheet (in millions):

		June 30, 2024		December 31, 2023	
Instrument ⁽¹⁾	Balance Sheet Account	Derivatives designated as hedges	Derivatives not designated as hedges	Derivatives designated as hedges	Derivatives not designated as hedges
Foreign exchange contracts	Other current assets	\$ —	\$ 0.1	\$ 0.1	\$ 1.7
Cross currency swaps - net investment hedge	Other current assets	2.2	—	—	—
Commodity swaps	Other current assets	—	—	2.4	—
Cross currency swaps - net investment hedge	Other non-current assets	0.2	—	—	—
Foreign exchange contracts	Other current liabilities	—	(1.3)	—	(0.8)
Cross currency swaps - net investment hedge	Other current liabilities	(2.7)	—	(5.1)	—
Commodity swaps	Other current liabilities	(1.6)	—	(0.2)	—
Cross currency swaps - net investment hedge	Other non-current liabilities	(1.3)	—	(5.1)	—
Net derivative asset (liability)		\$ (3.2)	\$ (1.2)	\$ (7.9)	\$ 0.9

September 30, December 31, 2024 2023 Instrument Balance Sheet Account Derivatives Derivatives not Derivatives Derivatives (1) designated as hedges designated as hedges designated as hedges designated as Foreign Other current \$ - \$ 1 \$ - \$ 2 exchange assets contracts Cross currency swaps - Other current assets 1 - - net investment hedge Commodity swaps Other current assets - - 2 - Foreign exchange Other current - (- (contracts liabilities 1 1)) Cross currency

swaps - Other current (- (- net investment hedge liabilities 6 5)) Commodity swaps Other current (- - - liabilities 1) Cross currency swaps - Other non-current (- (- net investment hedge liabilities 8 5)) Net derivative \$ (\$ - \$ (\$ 1 asset 14 8 (liability))) (1) Categorized as Level 2 under the ASC 820 Fair Value Hierarchy.

The following tables provide the effect of derivative instruments that are designated as hedges in AOCI (in millions):

Instrument	Gain (Loss) Recognized on Derivatives in OCI, net of tax			Gain (Loss) Reclassified from AOCI into Income (Loss)		
	Six Months		Income Statement Account	Six Months		
	Three Months	Ended		Three Months	Ended	
	Ended	June 30, 2024		Ended	June 30, 2024	
	June 30, 2024	June 30, 2024		June 30, 2024	June 30, 2024	
Foreign exchange contracts	\$ (0.2)	\$ (0.1)	Cost of goods sold	\$ —	\$ —	
Commodity swaps	(2.6)	(3.1)	Cost of goods sold	0.4	0.2	
Cross currency swaps - net investment hedge	2.6	7.3	Selling, general and administrative expenses	—	—	
Total	\$ (0.2)	\$ 4.1	Total	\$ 0.4	\$ 0.2	

Instrument	Gain (Loss) Recognized on Derivatives in OCI, net of tax			Gain (Loss) Reclassified from AOCI into Income (Loss)		
	Six Months		Income Statement Account	Six Months		
	Three Months	Ended		Three Months	Ended	
	Ended	June 30, 2023		Ended	June 30, 2023	
	June 30, 2023	June 30, 2023		June 30, 2023	June 30, 2023	
Foreign exchange contracts	\$ —	\$ (0.4)	Cost of goods sold	\$ (0.2)	\$ (0.2)	
Commodity swaps	0.8	4.1	Cost of goods sold	(1.1)	(2.9)	
Cross currency swaps - net investment hedge	(0.7)	(1.7)	Selling, general and administrative expenses	—	—	
Total	\$ 0.1	\$ 2.0	Total	\$ (1.3)	\$ (3.1)	

Gain (Loss) Recognized on Derivatives in OCI, net of tax Gain (Loss) Reclassified from AOCI into Income (Loss)
Instrument Three Months Ended Nine Months Ended Income Statement Three Mont September 30, 2024 September 30, 2024 Account September
Commodity swaps ((Cost of goods sold - 1 4)) Cross currency swaps - ((Selling, general and - net investment hedge 8 1 administrative)) expenses Total \$ (\$ (Total \$ - \$ 9 5)) Gain (Loss)
Recognized on Derivatives in OCI, net of tax Gain (Loss) Reclassified from AOCI into Income (Loss) Instrument Three Months Ended Nine Months Ended Income Statement Three Mont September 30, 2023 September 30, 2023 Account
September Foreign \$ 1 \$ - Cost of \$ - \$ exchange goods sold contracts Commodity swaps (4 Cost of goods sold - 1) Cross currency swaps - 7 5 Selling, general and - net investment hedge administrative expenses Total \$ 7 \$ 9 Total \$ - \$ 17 ----- The following tables provide the effect of derivative

instruments that are designated as hedges in the Condensed Consolidated Statement of Comprehensive Income (Loss) (in millions):

	Classification and amount of Gain (Loss) Recognized in Income (Loss)			
	Cost of goods sold		Interest expense	
	Three Months Ended June 30, 2024	Six Months Ended June 30, 2024	Three Months Ended June 30, 2024	Six Months Ended June 30, 2024
Income Statement Accounts in which effects of cash flow hedges are recorded	\$ (1,053.3)	\$ (2,048.5)	\$ (15.6)	\$ (30.6)
<u>Gain (loss) reclassified from AOCI into Income (loss):</u>				
Commodity swaps	0.4	0.2	—	—
<u>Amount excluded from effectiveness testing recognized in Income (loss) based on amortization approach:</u>				
Cross currency swaps - net investment hedge	—	—	0.9	1.8
Total	\$ 0.4	\$ 0.2	\$ 0.9	\$ 1.8

	Classification and amount of Gain (Loss) Recognized in Income (Loss)			
	Cost of goods sold		Interest expense	
	Three Months Ended June 30, 2023	Six Months Ended June 30, 2023	Three Months Ended June 30, 2023	Six Months Ended June 30, 2023
Income Statement Accounts in which effects of cash flow hedges are recorded	\$ (1,060.2)	\$ (2,017.2)	\$ (15.4)	\$ (30.3)
<u>Gain (loss) reclassified from AOCI into Income (loss):</u>				
Foreign exchange contracts	(0.2)	(0.2)	—	—
Commodity swaps	(1.1)	(2.9)	—	—
<u>Amount excluded from effectiveness testing recognized in Income (loss) based on amortization approach:</u>				
Cross currency swaps - net investment hedge	—	—	0.4	1.2
Total	\$ (1.3)	\$ (3.1)	\$ 0.4	\$ 1.2

Classification and amount of Gain (Loss) Recognized in Income (Loss) Cost of goods sold Interest expense Three Months Ended Nine Months Ended Three Months Ended Nine Months Ended September 30, 2024 September 30, 2024 September 30, 2024 September 30, 2024 Income Statement Accounts in which \$ (\$ (\$ (\$ (effects of cash flow hedges are recorded 967 3,015 13 44)))) Gain (loss) reclassified from AOCI into Income (loss): Commodity swaps -

1 - - Amount excluded from effectiveness testing recognized in Income (loss) based on amortization approach: Cross currency swaps - - - 1 3 net investment hedge Total \$ - \$ 1 \$ 1 \$ 3 Classification and amount of Gain (Loss) Recognized in Income (Loss) Cost of goods sold Interest expense Three Months Ended Nine Months Ended Three Months Ended Nine Months Ended September 30, 2023 September 30, 2023 September 30, 2023 September 30, 2023 Income Statement Accounts in which \$ (\$ (\$ (effects of cash flow hedges are recorded 998 3,015 17 47))) Gain (loss) reclassified from AOCI into Income (loss): Commodity swaps - (- - 3) Amount excluded from effectiveness testing recognized in Income (loss) based on amortization approach: Cross currency swaps - - - 1 2 net investment hedge Total \$ - \$ (\$ 1 \$ 2 3) Derivatives not designated as hedges are used to offset foreign exchange gains or losses resulting from the underlying exposures of foreign currency denominated assets and liabilities. The following table provides the effect of non-designated derivatives in the Condensed Consolidated Statement of Comprehensive Income (Loss) (in millions):

		Gain (Loss) Recognized in Income (Loss)			
		Three Months Ended June 30,		Six Months Ended June 30,	
Instrument	Income Statement Account	2024	2023	2024	2023
Foreign exchange contracts	Cost of goods sold	\$ (1.2)	\$ (2.8)	\$ (2.4)	\$ (3.1)
Foreign exchange contracts	Other income (expense) – net	(0.4)	(0.7)	(0.5)	0.3
	Total	\$ (1.6)	\$ (3.5)	\$ (2.9)	\$ (2.8)

Gain (Loss) Recognized in Income (Loss) Three Months Ended Nine Months Ended September 30, September 30, Instrument Income Statement Account 2024 2023 2024 2023 Foreign exchange contracts Cost of goods sold \$ 2 \$ (\$ - \$ (7 10)) Foreign exchange contracts Other income (expense) - net - ((3 1 3)) Total \$ 2 \$ (\$ (10 1 13)) In the Condensed Consolidated Statement of Comprehensive Income (Loss), the Company records hedging activity related to commodity swaps, cross currency swaps and foreign exchange contracts in the accounts for which the hedged items are recorded. On the Condensed Consolidated Statement of Cash Flows, the Company presents cash flows from hedging activities in the same manner as it records the underlying item being hedged.

Counterparties to the Company's Company's derivative financial instruments are major financial institutions and commodity trading companies with credit ratings of investment grade or better and no collateral is required. There are no significant risk concentrations. Management continues to monitor counterparty risk and believes the risk of incurring losses on derivative contracts related to credit risk is unlikely and any losses would be immaterial.

See Note LM - "Stockholders' Equity" "Stockholders' Equity" for unrealized net gains (losses), net of tax, included in AOCI. Within unrealized net gains (losses) included in AOCI as of June 30, 2024 September 30, 2024, it is estimated that approximately \$2 million \$ 4 million of losses are expected to be reclassified into earnings in the next twelve months.

18 ----- NOTE I - J - LONG-TERM OBLIGATIONS

Credit Agreement

On January 31, 2017, the Company entered into a credit agreement with the lenders and issuing banks party thereto and Credit Suisse AG, Cayman Islands Branch ("CSAG" ("CSAG")), as administrative agent and collateral agent, to provide the Company with a multi-currency revolving line of credit and senior secured term loans. This was subsequently amended to include (i) a \$600 million \$ 600 million revolving line of credit (the "Revolver" "Revolver") and (ii) senior secured term loans totaling \$600 million \$ 600 million with a maturity date of January 31, 2024. On April 1, 2021, the Company entered into an amendment and restatement of the credit agreement (as amended and restated, the "Credit Agreement" "Credit Agreement") which included the following principal changes to the original credit agreement: (i) extension of the term of the Revolver to expire on April 1, 2026, (ii) reinstatement of financial covenants that were waived in 2020, (iii) decrease in the interest rate on the drawn Revolver by 25 basis points and (iv) certain other technical changes, including additional language regarding the potential cessation of LIBOR as a benchmark rate. In 2022, the Company completed the prepayment in full of the senior secured term loans.

On May 8, 2023, the Company and certain of its subsidiaries entered into an Amendment No. 1 ("Amendment") to the Credit Agreement, with the lenders and issuing banks party thereto and CSAG. The principal changes contained in the Amendment relate to the replacement of the adjusted LIBOR with term Secured Overnight Financing Rate.

The Credit Agreement contemplates uncommitted incremental amounts in excess of \$300 million that may be extended by the lenders, at their option, as long as the Company satisfies the maximum permitted level of senior secured leverage as defined in the Credit Agreement.

The Credit Agreement requires the Company to comply with a number of covenants which limit, in certain circumstances, the Company's ability to take a variety of actions, including but not limited to: incur indebtedness; create or maintain liens on its property or assets; make investments, loans and advances; repurchase shares of its common stock; engage in acquisitions, mergers, consolidations and asset sales; redeem debt; and pay dividends and distributions. If the Company's borrowings under the Revolver are greater than 30% of the total revolving credit commitments, the Credit Agreement requires the Company to comply with the following financial tests: (i) minimum required level of the interest coverage ratio of 2.5 to 1.0 and (ii) maximum permitted level of the senior secured leverage ratio of 2.75 to 1.0. The Credit Agreement also contains customary default provisions. The Company was in compliance with all covenants contained in the Credit Agreement as of June 30, 2024.

The Company had \$40.0 million and no Revolver amounts outstanding at June 30, 2024 and December 31, 2023, respectively. The weighted average interest rate on the Revolver was 7.09% at June 30, 2024.

The Company obtains letters of credit that generally serve as collateral for certain liabilities included in the Condensed Consolidated Balance Sheet and guaranteeing the Company's performance under contracts. Letters of credit can be issued under two facilities provided in the Credit Agreement and via bilateral arrangements outside the Credit Agreement.

The Credit Agreement incorporates secured facilities for issuance of letters of credit up to \$400 million (the "\$400 Million Facility"). Letters of credit issued under the \$400 Million Facility decrease availability under the Revolver. The Credit Agreement also permits the Company to have additional secured facilities for the issuance of letters of credit up to \$300 million (the "\$300 Million Facility"). Letters of credit issued under the \$300 Million Facility do not decrease availability under the Revolver.

The Company also has bilateral arrangements to issue letters of credit with various other financial institutions (the "Bilateral Arrangements"). The Bilateral Arrangements are not secured under the Credit Agreement and do not decrease availability under the Revolver.

Letters of credit outstanding (in millions):

	June 30, 2024	December 31, 2023
\$400 Million Facility	\$ —	\$ —
\$300 Million Facility	70.4	71.8
Bilateral Arrangements	58.0	48.1
Total	\$ 128.4	\$ 119.9

On January 31, 2017, the Company entered into a Guarantee and Collateral Agreement with CSAG, as collateral agent for the lenders, granting security and guarantees to the lenders for amounts borrowed under the Credit Agreement. Pursuant to the Guarantee and Collateral Agreement, Terex is required to (a) pledge as collateral the capital stock of the Company's Company's material domestic subsidiaries and 65% 65 % of the capital stock of certain of the Company's Company's material foreign subsidiaries and (b) provide a first priority security interest in substantially all of the Company's Company's domestic assets. On December 29, 2022, the Company entered into an amendment to the Guarantee and Collateral Agreement which included the following principal changes to the original agreement: (i) enabling a subsidiary to enter into hedging derivatives with external counterparties and (ii) inclusion of Terex subsidiary entities' entities' cash management services provided by lending banks to be secured under the Guarantee and Collateral Agreement.

On May 8, 2023, the Company and certain of its subsidiaries entered into an Amendment No. 1 ("Amendment No. 1") to the Credit Agreement, with the lenders and issuing banks party thereto and CSAG. The principal changes contained in the Amendment No. 1 relate to the replacement of the adjusted LIBOR with term Secured Overnight Financing Rate. The Credit Agreement contemplates uncommitted incremental amounts in excess of \$ 300 million that may be extended by the lenders, at their option, as long as the Company satisfies the maximum permitted level of senior secured leverage as defined in the Credit Agreement. As of September 30, 2024, the Credit Agreement required the Company to comply with a number of covenants which limited, in certain circumstances, the Company's ability to take a variety of actions, including but not limited to: incur indebtedness; create or maintain liens on its property or assets; make investments, loans and advances; repurchase shares of its common stock; engage in acquisitions, mergers, consolidations and asset sales; redeem debt; and pay dividends and distributions. If the Company's borrowings under the Revolver were greater than 30 % of the total revolving credit commitments, the Credit Agreement required the Company to comply with the following financial tests: (i) minimum required level of the interest coverage ratio of 2.5 to 1.0 and (ii) maximum permitted level of the senior secured leverage ratio of 2.75 to 1.0. The Credit Agreement also contained customary default provisions. The Company was in compliance with all covenants contained in the Credit Agreement as of September 30, 2024. The Company had no Revolver amounts outstanding at September 30, 2024 and December 31, 2023, respectively. The Company obtains letters of credit that generally serve as collateral for certain liabilities included in the Condensed Consolidated Balance Sheet and guaranteeing the Company's performance under contracts. Letters of credit can be issued under two facilities provided in the Credit Agreement and via bilateral arrangements outside the Credit Agreement. As of September 30, 2024, the Credit Agreement incorporated secured facilities for issuance of letters of credit up to \$ 400 million (the "\$400 Million Facility"). Letters of credit issued

under the \$400 Million Facility decrease availability under the Revolver. The Credit Agreement also permitted the Company to have additional secured facilities for the issuance of letters of credit up to \$ 300 million (the "\$300 Million Facility"). Letters of credit issued under the \$300 Million Facility do not decrease availability under the Revolver. The Company also has bilateral arrangements to issue letters of credit with various other financial institutions (the "Bilateral Arrangements"). The Bilateral Arrangements are not secured under the Credit Agreement and do not decrease availability under the Revolver. 19 ----- Letters of credit outstanding (in millions):

	September 30, 2024	December 31, 2023
\$400 Million Facility	\$ -	\$ -
\$300 Million Facility	61	72
Bilateral Arrangements	58	48
Total	\$ 119	\$ 120

On July 21, 2024, the Company and certain of its subsidiaries entered into an Incremental Assumption and Amendment Agreement and Amendment with UBS AG, Stamford Branch ("UBS AG") (the "Incremental Agreement") relating to the Credit Agreement among the Company, certain of its subsidiaries, the lenders and issuing banks party thereto and CSAG, as administrative agent and collateral agent. The Incremental Agreement, among other things, established delayed draw term loan commitments in the amount of \$ 455 million to be provided by UBS AG as the initial delayed draw term lender. The Incremental Agreement also amended the Credit Agreement to, among other things, establish the delayed draw term loan commitments and provide for the Company's acquisition of ESG to be considered a limited condition acquisition pursuant to the Credit Agreement. On October 8, 2024, the Company entered into an Incremental Assumption Agreement, Borrowing Subsidiary Agreement and Amendment No. 2 (the "Amendment No. 2") to the Credit Agreement dated as of April 1, 2021 (as amended from time to time including by the Amendment No. 2, the "Amended Credit Agreement"), with certain of its subsidiaries, the lenders and issuing banks party thereto and UBS AG as successor administrative agent and successor collateral agent. The Amendment No. 2 (i) increased the size of the Company's existing revolving credit facilities to \$ 800 million and extended the maturity of the Company's existing revolving credit facilities to expire on October 8, 2029 (the "New Revolving Credit Facilities") and (ii) provided for a new seven-year term loan facility in an aggregate principal amount of \$ 1,250 million with a maturity date of October 8, 2031 (the "New Term Facility" and, together with the New Revolving Credit Facilities, the "New Credit Facilities"). In addition, the Amended Credit Agreement increased the size of the letter of credit facility. The Amended Credit Agreement provides for the issuance of letters of credit (the "L/C Facility") of up to \$ 500 million (the utilization of which would decrease availability under the New Revolving Credit Facilities) and permits the Company to have additional secured facilities for the issuance of letters of credit outside of the Amended Credit Agreement (the "Additional L/C Facility") of up to \$ 400 million (the utilization of which would not decrease availability under the New Revolving Credit Facilities). The aggregate amount of letters of credit which the Company may issue under the L/C Facility and the Additional L/C Facility may not at any time exceed \$ 500 million, of which up to \$ 400 million may be issued under the Additional L/C Facility. The Amended Credit Agreement contains customary representations and warranties, negative and affirmative covenants and default provisions. The covenants limit, in certain circumstances, the Company's ability to take a variety of actions, including, but not limited to: incurring or guaranteeing additional indebtedness or issuing preferred equity; creating or maintaining liens; making investments; pay dividends or make other restricted payments; consolidating or merging or transferring all or substantially all of the Company's assets and the assets of the Company's subsidiaries; transferring or selling assets, including stock of the Company's subsidiaries; and redeeming debt. In particular, the New Revolving Credit Facilities requires the Company to maintain a first lien net leverage ratio of not more than 3.00 x, which will be tested only if more than 30 % of the total revolving credit commitments extended under the New Revolving Credit Facilities are utilized as of the last day of any fiscal quarter, subject to certain exclusions. The New Term Facility does not have the benefit of, or have any rights with respect to, the financial maintenance covenant. The Amended Credit Agreement provides for customary events of default which include, among other things, (subject in certain cases to customary grace and cure periods) defaults based on (i) the failure to make payments under the Indenture when due, (ii) breach of covenants, (iii) the occurrence of a default under other material indebtedness, (iv) a change of control, (v) bankruptcy events and (vi) material judgments. 5% Senior Notes

In April 2021, the Company sold and issued \$600.0 million \$ 600 million aggregate principal amount of Senior Notes Due 2029 ("5% Notes") at par in a private offering. The proceeds from the 5% 5 % Notes, together with cash on hand, was used: (i) to fund redemption and discharge of 5-5/8% Senior Notes and (ii) to pay related premiums, fees, discounts and expenses. The 5% 5 % Notes are jointly and severally guaranteed by certain of the Company's domestic subsidiaries.

The Company may redeem the 5 % Notes in whole or in part, on or after May 15, 2024, at the redemption prices set forth in an indenture dated as of April 1, 2021. 6.25% Senior Notes 20 ----- On October 8, 2024, the Company sold and issued \$ 750 million aggregate principal amount of Senior Notes Due 2032 ("6.25% Notes") at par in a private offering. The proceeds from the 6.25 % Notes, together with new term loan borrowings under the New Term Facility and cash on hand, were used to consummate the Company's acquisition of ESG, and to pay the related fees, costs, and expenses. The 6.25 % Notes are jointly and severally guaranteed by certain of the Company's domestic subsidiaries. The proceeds from the offering will be included in the Consolidated Balance Sheet in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. The Company may redeem the 6.25 % Notes in whole or in part, on or after October 15, 2027, at the redemption prices set forth in an indenture dated as of October 8, 2024 (the "Indenture"). Prior to October 15, 2027, the Company may redeem the 6.25 % Notes, in whole or in part, at a price equal to 100 % of the principal amount thereof plus a "make-whole" premium set forth in the Indenture. In addition, prior to October 15, 2027, the Company may redeem up to 40 % of the 6.25 % Notes with an amount equal to the proceeds of certain equity offerings. Secured Borrowings

In October 2023, the Company entered into a Framework Agreement to transfer value added tax ("VAT") ("VAT") receivables to a financial institution in exchange for cash in advance. This arrangement was accounted for as a secured borrowing with a pledge of collateral as the transfer does not meet the criteria for sale accounting. As a result, the VAT receivables pledged as collateral remain in receivables and the liability associated with the cash proceeds of \$18.4 million and \$19.0 \$ 19 million are presented in long term debt in the Condensed Consolidated Balance Sheet as of June 30, 2024 September 30, 2024 and December 31, 2023, respectively. The long term debt classification is based on estimated timing of VAT refund from the Italian government which is expected to be greater than 12 months.

Fair Value of Debt

The Company estimates the fair value of its debt set forth below as of June 30, 2024 September 30, 2024, as follows (in millions, except for quotes):

	Book Value	Quote	Fair Value
5% Notes	\$ 600.0	0.95000	\$ 570.0

Book Value Quote Fair Value 5% Notes \$ 600 0.97375 \$ 584 The fair value of debt reported in the table above is based on adjusted price quotations on the debt instruments in an inactive market. The Company believes that the carrying value of its other borrowings, including amounts outstanding, if any, for the revolving credit line under the Credit Agreement, approximate fair market value based on maturities for debt of similar terms. Fair values of debt reported in the table above are categorized under Level 2 of the ASC 820 hierarchy. See Note A – "Basis - "Basis of Presentation" Presentation" for an explanation of ASC 820 hierarchy.

See Note M – “Subsequent Events” for additional information on the committed debt financing for the Environmental Solutions Group (“ESG”) transaction, incremental term loan agreement and amendment to the credit agreement.

NOTE J – K - RETIREMENT PLANS AND OTHER BENEFITS

The Company maintains defined benefit plans in France, Germany, India, Switzerland and the United Kingdom for some of its subsidiaries, as well as a nonqualified Supplemental Executive Retirement Plan in the U.S. (“U.S. SERP” SERP). In Italy and Mexico, there are mandatory termination indemnity plans providing a benefit that is payable upon termination of employment in substantially all cases of termination. The Company has several non-pension post-retirement benefit programs, including health and life insurance benefits to certain former salaried and hourly employees. Information regarding the Company’s plans, including the U.S. SERP, is as follows (in millions):

	Three Months Ended June 30,						Six Months Ended June 30,					
	2024			2023			2024			2023		
	U.S.	Non-U.S.		U.S.	Non-U.S.		U.S.	Non-U.S.		U.S.	Non-U.S.	
	Pension	Pension	Other	Pension	Pension	Other	Pension	Pension	Other	Pension	Pension	Other
Components of net periodic cost:												
Service cost	\$ —	\$ 0.3	\$ —	\$ —	\$ 0.1	\$ —	\$ —	\$ 0.6	\$ —	\$ —	\$ 0.3	\$ —
Interest cost	0.4	1.1	—	0.5	1.1	—	0.8	2.2	—	0.9	2.2	—
Expected return on plan assets	—	(0.9)	—	—	(0.8)	—	—	(1.8)	—	—	(1.6)	—
Amortization of prior service cost	—	0.1	—	—	0.1	—	—	0.1	—	—	0.1	—
Amortization of actuarial (gain) loss	(0.1)	0.6	—	(0.1)	0.5	—	(0.1)	1.3	—	(0.1)	1.1	—
Net periodic cost	\$ 0.3	\$ 1.2	\$ —	\$ 0.4	\$ 1.0	\$ —	\$ 0.7	\$ 2.4	\$ —	\$ 0.8	\$ 2.1	\$ —

Three Months Ended September 30, 2024 2023 U.S. Pension Non-U.S. Pension U.S. Pension Non-U.S. Pension U.S. Pension Non-U.S. Pension U.S. Pension Non-U.S. Pension U.S. Pens Components of net periodic cost: Service \$ - \$ - \$ - \$ - \$ 1 \$ - \$ - cost Interest cost - 1 - 1 4 1 3 Expected - (- (- (- (return 1 1 3 2 on plan assets)))) Amortization - 1 - 1 - 2 - 2 of actuarial (gain) loss Net \$ - \$ 1 \$ - \$ 1 \$ 1 \$ 4 \$ 1 \$ 3 periodic cost Nine Months Ended September 30, 2024 2023 ion Non-U.S. Pension 21 ----- Components of Net periodic cost other than the Service cost component are included in Other income (expense) - net in the Condensed Consolidated Statement of Comprehensive Income (Loss). The Service cost component is included in the same line item or items as other compensation costs arising from services rendered by pertinent employees during the period.

NOTE K – L - LITIGATION AND CONTINGENCIES

General

The Company is involved in various legal proceedings, including product liability, general liability, workers' workers' compensation liability, employment, commercial, intellectual property and tax litigation, which have arisen in the normal course of operations. The Company is insured for product liability, general liability, workers' workers' compensation, employer's employer's liability, property damage and other insurable risks required by law or contract, with retained liability or deductibles. The Company records and maintains an estimated liability in the amount of management's management's estimate of the Company's Company's aggregate exposure for such retained liabilities and deductibles. For such retained liabilities and deductibles, the Company determines its exposure based on probable loss estimations, which requires such losses to be both probable and the amount or range of probable loss to be estimable. The Company believes it has made appropriate and adequate reserves and accruals for its current contingencies and the likelihood of a material loss beyond amounts accrued is remote. The Company believes the outcome of such matters, individually and in aggregate, will not have a material adverse effect on its condensed consolidated financial statements. However, outcomes of lawsuits cannot be predicted and, if determined adversely, could ultimately result in the Company incurring significant liabilities which could have a material adverse effect on its results of operations.

Terex Latin América Equipamentos Ltda ICMS Proceedings

Terex Latin America Equipamentos Ltda ("TLA" ICMS Proceedings Terex Latin America Equipamentos Ltda ("TLA") imports Terex products into Brazil through the state of Espírito Santo to its facility in São Paulo. For the 2004 through March 2009 period, TLA used a third-party trading company, SAB, as an agent to process the importation of Terex products. TLA properly paid the Espírito Santo ICMS tax (Brazilian state value-added tax) to SAB for payment to Espírito Santo, which would produce an ICMS credit to be used against imposition of São Paulo ICMS tax. SAB went into bankruptcy and may not have actually remitted to Espírito Santo the ICMS tax amounts paid to it by TLA. The Brazilian state of São Paulo challenged the credit against São Paulo ICMS that TLA claimed. This matter was settled for an immaterial amount in April 2024.

Other

The Company is involved in various other legal proceedings which have arisen in the normal course of its operations. The Company has recorded provisions for estimated losses in circumstances where a loss is probable and the amount or range of possible amounts of the loss is estimable.

Credit Guarantees

The Company may assist customers in their rental, leasing and acquisition of its products by facilitating financing transactions directly between (i) end-user customers, distributors and rental companies and (ii) third-party financial institutions, providing recourse in certain circumstances. The current amount of the maximum liability is generally limited to our customer's customer's remaining payments due to the third-party financial institutions at the time of default; however, it cannot be reasonably estimated due to limited availability of the unique facts and circumstances of

each arrangement, such as whether changes have been made to the structure of the contractual obligation between the funder and customer.

For credit guarantees outstanding as of June 30, 2024 September 30, 2024 and December 31, 2023, the maximum exposure determined was \$78.1 million \$ 81 million and \$89.4 million, \$ 89 million, respectively. Terms of these guarantees coincide with the financing arranged by the customer and generally do not exceed five years. years . The allowance for credit losses on credit guarantees was \$5.0 million \$ 7 million and \$5.3 million \$ 5 million at June 30, 2024 September 30, 2024 and December 31, 2023, respectively.

There can be no assurance that historical experience in used equipment markets will be indicative of future results. The Company's Company's ability to recover losses experienced from its guarantees may be affected by economic conditions in used equipment markets at the time of loss.

22 ----- NOTE L – STOCKHOLDERS’ M - STOCKHOLDERS’ EQUITY

Changes in Accumulated Other Comprehensive Income (Loss).

The table below presents changes in AOCI by component for the three and six nine months ended June 30, 2024 September 30, 2024 and 2023. All amounts are net of tax (in millions).

	Three Months Ended June 30, 2024					Three Months Ended June 30, 2023				
	Debt &					Debt &				
	Derivative Equity Pension					Derivative Equity Pension				
	Hedging Securities Liability					Hedging Securities Liability				
	CTA	Adj.	Adj.	Adj.	Total	CTA	Adj.	Adj.	Adj.	Total
Beginning balance	\$ (262.2)	\$ (1.1)	\$ (2.9)	\$ (49.7)	\$ (315.9)	\$ (261.1)	\$ (4.5)	\$ (3.0)	\$ (46.7)	\$ (315.3)
Other comprehensive income (loss) before reclassifications	(27.1)	0.5	—	(0.1)	(26.7)	11.1	(1.0)	(0.2)	(1.5)	8.4
Amounts reclassified from AOCI	—	(0.7)	—	0.6	(0.1)	—	1.1	—	0.5	1.6
Net other comprehensive income (loss)	(27.1)	(0.2)	—	0.5	(26.8)	11.1	0.1	(0.2)	(1.0)	10.0
Ending balance	\$ (289.3)	\$ (1.3)	\$ (2.9)	\$ (49.2)	\$ (342.7)	\$ (250.0)	\$ (4.4)	\$ (3.2)	\$ (47.7)	\$ (305.3)
	Six Months Ended June 30, 2024					Six Months Ended June 30, 2023				

23 ----- The following table presents the weighted-average assumptions used in the valuations:

	Grant date
	March 15, 2024
Dividend yields	1.15 %
Expected volatility	42.65 %
Risk free interest rate	4.50 %
Expected life (in years)	3

Grant date March 15, 2024 Dividend yields 1.15 % Expected volatility 42.65 % Risk free interest rate 4.50 % Expected life (in years) 3 Share Repurchases

In July 2018, Terex's Terex's Board of Directors ("Board" ("Board")) authorized the repurchase of up to \$300 million \$ 300 million of the Company's Company's outstanding shares of common stock. In December 2022, Terex's Terex's Board authorized the repurchase of up to \$150 million \$ 150 million of the Company's Company's outstanding shares of common stock. The table below presents shares repurchased, inclusive of transactions executed but not settled, by the Company under these programs.

Six Months Ended June 30	Total Number of Shares Repurchased	Amount of Shares Repurchased (in millions)
2024	345,274	\$19.6
2023	736,644	\$33.8

Nine Months Ended Total Number of Amount of Shares Repurchased September 30 Shares Repurchased (in millions)
2024 567,108 \$ 32 2023 736,644 \$ 34 Dividends

The table below presents dividends declared by Terex's Terex's Board and paid to the Company's Company's shareholders:

Year		First Quarter		Second Quarter	
2024	\$	0.17	\$	0.17	
2023	\$	0.15	\$	0.15	

Year First Quarter Second Quarter Third Quarter 2024 \$ 0.17 \$ 0.17 \$ 0.17 2023 \$ 0.15 \$ 0.15 \$ 0.17 In July October 2024, Terex's Terex's Board of Directors declared a dividend of \$0.17 \$ 0.17 per share, which will be paid on September 19, 2024 December 19, 2024 to the Company's Company's shareholders of record as of August 9, 2024.

NOTE M – SUBSEQUENT EVENTS

Transaction Agreement

On July 21, 2024, Terex entered into a Transaction Agreement (the "TA") with Dover Corporation ("Dover") November 8, 2024. Pursuant to the TA, Terex will acquire the subsidiaries of Dover that own and operate Dover's ESG, a fully integrated equipment group serving the solid waste and recycling industry for a value of \$2 billion (the "Transaction"). ESG designs and manufactures refuse collection vehicles, waste compaction equipment, and associated parts and digital solutions. The consideration is being paid in cash and Terex has received committed financing for the Transaction, as described below. The purchase price is subject to post-closing adjustments based upon the level of net working capital, cash and debt in the ESG business at the closing date. The Transaction, which is subject to regulatory clearance and other customary closing conditions, is targeted to close in the second half of 2024.

Commitment Letter

On July 21, 2024, Terex entered into a Commitment Letter (the "Commitment Letter") with UBS Securities LLC ("UBS Securities") and UBS AG, Stamford Branch ("UBS AG" and, together with UBS Securities and their respective affiliates, "UBS") in which UBS committed to provide Terex with an aggregate principal amount of up to \$1,545 million.

Incremental Assumption and Amendment Agreement and Amendment

On July 21, 2024, Terex and certain of its subsidiaries entered into an Incremental Assumption and Amendment Agreement and Amendment with UBS AG (the "Incremental Agreement") relating to the Credit Agreement among Terex, certain of its subsidiaries, the lenders and issuing banks party thereto and CSAG, as administrative agent and collateral agent.

The Incremental Agreement, among other things, establishes delayed draw term loan commitments in the amount of \$455 million to be provided by UBS AG as the initial delayed draw term lender. The Incremental Agreement also amends the Credit Agreement to, among other things, establish the delayed draw term loan commitments and provide for the Transaction to be considered a limited condition acquisition pursuant to the Credit Agreement.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

24 ----- ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS BUSINESS DESCRIPTION

Terex is a global industrial equipment manufacturer of materials processing machinery, waste and aerial recycling solutions, mobile elevating work platforms (MEWPs), and equipment for the electric utility industry. We design, build, and support products used in maintenance, manufacturing, energy, recycling, minerals and materials management, construction, waste and construction applications, recycling, and the entertainment industry. We provide lifecycle support to our customers through our global parts and services organization, and offer complementary digital solutions, designed to help our customers maximize their return on their investment. Certain Terex products and solutions enable customers to reduce their impact on the environment including electric and hybrid offerings that deliver quiet and emission-free performance, products that support renewable energy, and products that aid in the recovery of

useful materials from various types of waste. Our products are manufactured in North America, Europe, Australia and Asia Pacific and sold worldwide. We engage with customers through all stages of the product life cycle, from initial specification to parts and service support. We report our business in the following segments: (i) Materials Processing ("MP") ("MP") and (ii) Aerial Work Platforms ("AWP") ("AWP").

Further information about our reportable segments appears below and in Note B – "Business - "Business Segment Information" Information" in the Notes to Condensed Consolidated Financial Statements.

Non-GAAP Measures

In this document, we refer to various GAAP (U.S. generally accepted accounting principles) and non-GAAP financial measures. These non-GAAP measures may not be comparable to similarly titled measures being disclosed by other companies. Management believes that presenting these non-GAAP financial measures provide investors with additional analytical tools which are useful in evaluating our operating results and the ongoing performance of our underlying businesses because they (i) provide meaningful supplemental information regarding financial performance by excluding impact of one-time items and other items affecting comparability between periods, (ii) permit investors to view performance using the same tools that management uses to budget, make operating and strategic decisions, and evaluate our core operating performance across periods, and (iii) otherwise provide supplemental information that may be useful to investors in evaluating our financial results. We do not, nor do we suggest that investors consider, such non-GAAP financial measures in isolation from, or as a substitute for, financial information prepared in accordance with GAAP.

Non-GAAP measures also include translation effect of foreign currency exchange rate changes on net sales, gross profit, selling, general & administrative ("SG&A" &A") expenses and operating profit.

As changes in foreign currency exchange rates have a non-operating impact on our financial results, we believe excluding effects of these changes assists in assessment of our business results between periods. We calculate the translation effect of foreign currency exchange rate changes by translating current period results using rates that the comparable prior periods were translated at to isolate the foreign exchange component of fluctuation from the operational component.

We calculate a non-GAAP measure of free cash flow. We define free cash flow as Net cash provided by (used in) operating activities less Capital expenditures, net of proceeds from sale of capital assets. We believe this measure of free cash flow provides management and investors further useful information on cash generation or use in our primary operations.

We discuss forward-looking information related to expected earnings per share ("EPS") ("EPS") excluding the impact of potential future acquisitions (other than ESG), divestitures, restructuring and other unusual items. Our 2024 outlook for EPS is a non-GAAP financial measure because it excludes unusual items. The Company is not able to reconcile these forward-looking non-GAAP financial measures to their most directly comparable forward-looking GAAP financial measures without unreasonable efforts because the Company is unable to predict with a reasonable degree of certainty the exact timing and impact of such items. The unavailable information could have a significant impact on the Company's Company's full-year 2024 GAAP financial results. This forward-looking information provides guidance to

investors about our EPS expectations excluding these unusual items that we do not believe are reflective of our ongoing operations.

Working capital is calculated using the Condensed Consolidated Balance Sheet amounts for Receivables (net of allowance) plus Inventories, less Trade accounts payable and Customer advances. We view excessive working capital as an inefficient use of resources, and seek to minimize the level of investment without adversely impacting ongoing operations of the business. Trailing three months annualized net sales is calculated using net sales for the most recent quarter end multiplied by four. The 25 ----- ratio calculated by dividing working capital by trailing three months annualized net sales is a non-GAAP measure we believe measures our resource use efficiency.

Non-GAAP measures also include Net Operating Profit After Tax ("NOPAT" ("NOPAT")) and annualized effective tax rate as adjusted, which are used in the calculation of our after tax return on invested capital ("ROIC" ("ROIC")) (collectively the "Non-GAAP Measures" "Non-GAAP Measures"), which are discussed in detail below.

Overview

Safety is a top priority, not only for our team members, but also our customers. All Terex team members contribute to our effort of continuing to provide products and services for our customers, while maintaining a safe working environment.

We remain focused on executing our multi-year growth plan and continue to invest in new technologies and products across our businesses. Our strategic operational priorities of execution, innovation and growth continue to strengthen our operations and allow us to capitalize on the strong demand in our end-markets. The recently completed acquisition of Environmental Solutions Group ("ESG") strengthens our portfolio. ESG adds a non-cyclical, financially accretive, and market-leading business to our portfolio with tangible synergies in the fast-growing waste and recycling end market. Our operations teams executed well during adapted quickly to changing market conditions and continued to execute at a high level throughout the second quarter of 2024, maintaining their third quarter. Fixed cost management is an area where we have made improvements, for example shifting higher cost production to our Monterrey, Mexico facility. We will continue to focus on reducing fixed costs by leveraging technology, improving deliveries efficiency, and re-thinking operating norms where better approaches are available. We also continue to our customers and continuing with cost reduction and productivity improvement initiatives. We continued our investment in leverage technology and new product development, which are important to help enable us to take advantage of sustainability trends such as recycling, electrification and decarbonization. Company-wide internally, making investments in new product development robotics, automation, and continued deployment of digital customer and dealer solutions are important to help deliver long-term growth. We continued digitizing workstreams to make good progress ramping up us more efficient and more flexible. This represents an important part of our facility in Monterrey, Mexico. As we enter roadmap to continuously become more competitive and more resilient regardless of market dynamics. We adapted quickly to in-quarter channel adjustments and executed at a high level throughout the second half of third quarter. We saw more challenging macro dynamics as the year, we expect to start seeing increased efficiencies from Monterrey, which we believe will enhance long-term margin trajectory of AWP.

Our performance future interest rate cuts and the upcoming U.S. election are casting a shadow of uncertainty leading to more cautious decision-making. Although U.S. construction continues to grow, the rate of growth has slowed, and we

are seeing local projects being deferred until investors have more clarity on the macro environment. Another important factor, particularly in aeriels, is that lead times for new equipment have come down, largely back to pre-pandemic levels. This allows our rental customers to align their equipment delivery schedules more precisely with their requirements. In MP, we continue to see dealers re-balance inventory levels as more of their customers are renting their machines longer. When the second quarter of 2024 reflected healthy customer demand for our products machine is on rent it remains on the dealer's balance sheet and excellent execution by our team members in a dynamic and challenging environment. Net sales of \$1.4 billion were down 2% year-over-year, reflecting a continued weakness in European markets, partially offset by continued strong demand for aerial work platforms and telehandlers in North America. Gross margins decreased by 60 basis points year-over-year due limits their ability to unfavorable mix. Income from operations of \$193 million was down 8% year-over-year. Operating margin of 14.0% was down 100 basis points compared to the prior year. order new machines. Our backlog of \$2.4 billion \$1.6 billion remains significantly above historical levels. Over time, Bookings reflect a return to more normal seasonality and we expect our backlog to normalize to pre-pandemic levels as our lead times have normalized reduced due to global supply chain improvements. While consolidated bookings were down in the second quarter year-over-year, we expect improved bookings in the fourth quarter of 2024 and first quarter of 2025 as we return to more normal season ordering patterns and our annual national contracts are finalized.

MP executed well in the quarter despite lower end-market demand across certain materials processing businesses. a challenging macro environment. For the second third quarter, MP sales declined by 14% 18% to \$499 million \$444 million compared to the second third quarter of 2023, primarily driven by our material handling business. channel adjustments and lower end-market demand in certain areas. MP delivered an operating margin of 15.4% 12.6% for the quarter, down 160 440 basis points as compared to the prior year, which was driven by lower sales volume and unfavorable geographic and product mix, partially offset by mix. MP is continuing to take actions, including factory and other layoffs, reduced work schedules and other cost discipline. Although we are seeing some softness in order activity, MP's backlog of \$558 million remains slightly elevated from historical norms and is returning to pre-pandemic levels.

AWP's second reduction initiatives. AWP's third quarter 2024 net sales were up 7% 2% compared to the prior year, primarily driven by higher demand in North America, however that was lower than we had previously anticipated due to delivery adjustments from our U.S. rental customers as well as improved supply chain our customers adjusted delivery schedules to align with fleet productivity and manufacturing throughput. Construction, infrastructure, and industrial applications are driving demand for Genie products. Examples of such applications for Genie products include data centers, warehouses and manufacturing facilities. shorter equipment lead times. Our Utilities business is benefiting benefits from electric grid expansion modernization and hardening efforts across the U.S. AWP delivered operating margins of 15.2% 10.8% for the quarter, down 100 160 basis points compared to the prior year, driven by Monterrey start-up inefficiencies unfavorable mix and a one-time facility sale gain in the prior year. AWP continues to have a strong backlog of \$1.8 billion.

higher freight costs. In the second third quarter of 2024, our largest market remained North America, which represented approximately 65% 67% of our global sales. As compared to the prior year, sales were up in North America and down in all other major geographies.

We continued to execute our capital allocation strategy in the second third quarter of 2024 as we made strategic investments in our businesses and we returned capital to shareholders. We continued to invest in our businesses with

\$24 million \$29 million deployed for capital expenditures in the second third quarter of 2024 to support business growth. We generated \$42 million \$88 million of free cash flow in the second third quarter of 2024. Through September 30, 2024, we have returned \$66 million to shareholders through share repurchases and dividends. We continue continued to maintain ample liquidity and as of June 30, 2024 September 30, 2024, we had \$879 million \$952 million in available liquidity, with no near-term debt maturities. See "Liquidity "Liquidity and Capital Resources" Resources" for a detailed description of liquidity and working capital levels, including the primary factors affecting such levels, as well as a reconciliation of net cash provided by (used in) operating activities to free cash flow.

26 ----- In connection with the ESG acquisition, we up-sized and extended our revolver and obtained \$2 billion of proceeds from long-term financing. See Note J - "Long-Term Obligations" for a detailed description of our financing terms. As a result of the strong execution of our team members in changing market conditions and the second quarter and our healthy backlog, recent ESG acquisition, we anticipate achieving an adjusted EPS for 2024 of \$7.15 \$5.85 to \$7.45 \$6.25 on sales of \$5.1 \$5.0 to \$5.3 billion \$5.2 billion. Our sales outlook incorporates the latest dialogue with our customers and our suppliers and our current supply chain expectations. It is important to realize we are operating in a challenging macroeconomic environment with many variables and geopolitical uncertainties, so results could change, negatively or positively.

27 ----- ROIC

ROIC and other Non-GAAP Measures (as calculated below) assist in showing how effectively we utilize capital invested in our operations. ROIC is determined by dividing the sum of NOPAT for each of the previous four quarters by the average of Debt less Cash and cash equivalents plus Stockholders' Stockholders' equity for the previous five quarters. NOPAT for each quarter is calculated by multiplying Income (loss) from operations by one minus the annualized effective tax rate, as adjusted. Debt is calculated using amounts for Current portion of long-term debt plus Long-term debt, less current portion. We calculate ROIC using the last four quarters' quarters' NOPAT as this represents the most recent 12-month period at any given point of determination. In order for the denominator of the ROIC ratio to properly match the operational period reflected in the numerator, we include the average of five quarters' quarters' ending balance sheet amounts so that the denominator includes the average of the opening through ending balances (on a quarterly basis) thereby providing, over the same time period as the numerator, four quarters of average invested capital.

In the calculation of ROIC, we adjust the annualized effective tax rate to reflect management's management's expectation of the full-year effective tax rate and amortize the one-time tax benefit derived from recording of a deferred tax asset in relation to our Swiss operations in 2023 to create a measure that is more useful to understanding our operating results and the ongoing performance of our underlying business as shown in the tables below. Our management and Board of Directors ("Board" ("Board")) use ROIC as one measure to assess operational performance, including in connection with certain compensation programs. We use ROIC as a metric because we believe it measures how effectively we invest our capital and provides a better measure to compare ourselves to peer companies to assist in assessing how we drive operational improvement. We believe ROIC measures return on the amount of capital invested in our businesses and is an accurate and descriptive measure of our performance. We also believe adding Debt less Cash and cash equivalents to Stockholders' Stockholders' equity provides a better comparison across similar businesses regarding total capitalization, and ROIC highlights the level of value creation as a percentage of capital invested. As the tables below show, our ROIC at June 30, 2024 September 30, 2024 was 25.9% 23.7%.

28 ----- Amounts described below are reported in millions of U.S. dollars, except for the annualized effective tax rate as adjusted. Amounts are as of and for the three months ended for the periods referenced in the tables below.

	Jun '24	Mar '24	Dec '23	Sep '23	Jun '23
Annualized effective tax rate as adjusted ⁽¹⁾	19.1 %	19.1 %	18.2 %	18.2 %	
Income (loss) from operations	\$ 193.1	\$ 158.3	\$ 115.7	\$ 163.2	
Multiplied by: 1 minus annualized effective tax rate	80.9 %	80.9 %	81.8 %	81.8 %	
Net operating income (loss) after tax	\$ 156.2	\$ 128.1	\$ 94.6	\$ 133.5	
Debt	\$ 665.6	\$ 724.1	\$ 623.2	\$ 708.7	\$ 736.7
Less: Cash and cash equivalents	(319.3)	(364.9)	(370.7)	(352.3)	(297.7)
Debt less Cash and cash equivalents	346.3	359.2	252.5	356.4	439.0
Stockholders' equity	1,823.9	1,731.9	1,672.3	1,496.2	1,432.2
Debt less Cash and cash equivalents plus Stockholders' equity	\$ 2,170.2	\$ 2,091.1	\$ 1,924.8	\$ 1,852.6	\$ 1,871.2

Sep '24 Jun '24 Mar '24 Dec '23 Sep '23 Annualized effective tax rate as adjusted 17.3 % 17.3 % 17.3 % 18.2 % (1) Income (loss) from operations \$ 122 \$ 193 \$ 158 \$ 116 Multiplied by: 1 minus annualized effective tax rate 82.7 % 82.7 % 82.7 % 81.8 % Net operating income (loss) after tax \$ 101 \$ 160 \$ 131 \$ 95 Debt \$ 628 \$ 666 \$ 724 \$ 623 \$ 709 Less: Cash and cash equivalents (352) (319) (365) (371) (352) Debt less Cash and cash equivalents 276 347 359 252 357 Stockholders' equity 1,957 1,824 1,732 1,672 1,496 Debt less Cash and cash equivalents plus Stockholders' equity \$ 2,233 \$ 2,171 \$ 2,091 \$ 1,924 \$ 1,853 (1) The annualized effective tax rate for each 2023 Dec '23 period represents the adjusted full-year 2023 effective tax rate.

June 30, 2024 ROIC	25.9 %
NOPAT as adjusted (last 4 quarters)	\$ 512.4
Average Debt less Cash and cash equivalents plus Stockholders' equity (5 quarters)	\$ 1,982.0

Six Months Ended June 30, 2024	Income (loss) from continuing operations before income taxes	(Provision for) benefit from income taxes	Income tax rate
Reconciliation of annualized effective tax rate:			
As reported	\$ 310.6	\$ (61.4)	19.8 %
Effect of adjustments:			
Tax related to full-year effective tax rate expectation	—	(3.7)	
Tax related to Swiss deferred tax asset	—	5.8	

As adjusted	\$	310.6	\$	(59.3)	19.1 %
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September 30, 2024 ROIC 23.7 % NOPAT as adjusted (last 4 quarters) \$ 487 Average Debt less Cash and cash equivalents plus Stockholders' equity (5 quarters) \$ 2,054 Nine Months Ended Income (loss) from continuing (Provision for) benefit Income tax rate September 30, 2024 operations before income taxes from income taxes Reconciliation of annualized effective tax rate: As reported \$ 410 \$ (73) 17.8 % Effect of adjustments: Tax related to full-year - (5) effective tax rate expectation Tax related to Swiss deferred tax asset - 7 As adjusted \$ 410 \$ (71) 17.3 % 29 ----- RESULTS OF OPERATIONS

Three Months Ended June 30, 2024 September 30, 2024 Compared with Three Months Ended June 30, 2023

September 30, 2023 Consolidated

September 30, 2023 Consolidated

	Three Months Ended June 30,				
	2024		2023		
		% of Sales		% of Sales	% Change In Reported Amounts
	(\$ amounts in millions)				
Net sales	\$ 1,381.7	—	\$ 1,403.1	—	(1.5)%
Gross profit	328.4	23.8 %	342.9	24.4 %	(4.2)%
SG&A expenses	135.3	9.8 %	133.0	9.5 %	1.7 %
Income from operations	193.1	14.0 %	209.9	15.0 %	(8.0)%

Three Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ 1,212 - \$ 1,290 - (6.0) % Gross profit 245 20.2 % 292 22.6 % (16.1) % SG&A expenses 123 10.1 % 129 10.0 % (4.7) % Income from operations 122 10.1 % 163 12.6 % (25.2) % Net sales for the three months ended June 30, 2024 September 30, 2024 decreased \$21.4 million \$78 million when compared to the same period in 2023, primarily due to lower end-market demand in Europe, primarily impacting our materials processing business, across most geographies, partially offset by continued strong healthy demand for aerial work platforms telehandlers and telehandlers utility products in North America.

Gross profit for the three months ended June 30, 2024 September 30, 2024 decreased \$14.5 million \$47 million when compared to the same period in 2023, primarily due to the impact of lower sales volume and unfavorable mix as well as unfavorable mix, partially offset by cost discipline.

higher freight and severance costs. SG&A expenses for the three months ended June 30, 2024 increased \$2.3 million September 30, 2024 decreased \$6 million when compared to the same period in 2023, primarily due to a prior year facility sale gain.

lower compensation cost. Income from operations for the three months ended **June 30, 2024** September 30, 2024 decreased **\$16.8 million** \$41 million when compared to the same period in 2023, primarily due to the impact of lower sales volume and unfavorable geographic and product mix as well as higher freight and severance costs, partially offset by lower SG&A expenses. Materials Processing Three Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ 444 - \$ 541 - (17.9) % Income from operations 56 12.6 % 92 17.0 % (39.1) % Net sales for the three months ended September 30, 2024 decreased \$97 million when compared to the same period in 2023, primarily due to channel adjustments and lower end-market demand across certain product lines and geographies. Income from operations for the three months ended September 30, 2024 decreased \$36 million when compared to the same period in 2023, primarily due to lower sales volume and unfavorable product and geographic mix as well as higher severance costs. 30 -----

----- Aerial Work Platforms Three Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ 769 - \$ 751 - 2.4 % Income from operations 83 10.8 % 93 12.4 % (10.8) % Net sales for the three months ended September 30, 2024 increased \$18 million when compared to the same period in 2023, primarily due to increased demand for telehandlers and utility products in North America, partially offset by lower demand for aerial work platforms as customers adjusted delivery schedules to align with fleet productivity and shorter equipment lead times. Income from operations for the three months ended September 30, 2024 decreased \$10 million when compared to the same period in 2023, primarily due to unfavorable mix as well as higher freight and severance costs. Corporate and Other / Eliminations Three Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ (1) - \$ (2) - * Loss from operations (17) * (22) * 22.7 % * Not a meaningful percentage Loss from operations for the three months ended September 30, 2024 decreased \$5 million when compared to the same period in 2023. The decrease in operating loss is primarily due to lower compensation cost. Interest Expense, Net of Interest Income Interest expense, net of interest income, for the three months ended September 30, 2024 and 2023 was \$10 million and \$15 million, respectively. The decrease in expense is primarily due to lower average borrowings, lower receivable sales and higher interest income. Other Income (Expense) - Net Other income (expense) - net was an expense of \$13 million and income of \$1 million for the three months ended September 30, 2024 and 2023, respectively. The increase in expense is primarily due to transaction costs related to ESG acquisition, higher mark-to-market losses recorded on equity investment, and the negative impact of changes in foreign exchange rates. Income Taxes During the three months ended September 30, 2024, we recognized income tax expense of \$11 million on income of \$99 million, an effective tax rate of 11.1%, as compared to income tax expense of \$30 million on income of \$149 million, an effective tax rate of 20.0%, for the three months ended September 30, 2023. The lower effective tax rate for the three months ended September 30, 2024 when compared with the three months ended September 30, 2023 is primarily due to an increase in favorable discrete items, partially offset by higher tax related to geographic distribution of income. 31 -----

----- Nine Months Ended September 30, 2024 Compared with Nine Months Ended September 30, 2023 Consolidated Nine Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ 3,886 - \$ 3,929 - (1.1) % Gross profit 871 22.4 % 914 23.3 % (4.7) % SG&A expenses 398 10.2 % 393 10.0 % 1.3 % Income from operations 473 12.2 % 521 13.3 % (9.2) % Net sales for the nine months ended September 30, 2024 decreased \$43 million when compared to the same period in 2023, primarily due to lower end-market demand across most geographies, partially offset by increased demand for aerial work platforms, telehandlers and utility products in North America. Gross profit for the nine months ended September 30, 2024 decreased \$43 million when compared to the same period in 2023, primarily due to the impact of lower sales volume and unfavorable mix as well as higher severance costs, partially offset by cost reductions and improved manufacturing throughput. SG&A expenses for the nine months ended September 30, 2024 increased \$5 million when compared to the same period in 2023, primarily due to higher severance costs, technology expenses and

a prior year facility sale gain, partially offset by lower compensation cost. Income from operations for the nine months ended September 30, 2024 decreased \$48 million when compared to the same period in 2023, primarily due to the impact of lower sales volume, unfavorable mix, higher severance costs and a prior year facility sale gain.

increased SG&A expenses, partially offset by cost reduction and improved throughput. Materials Processing

	Three Months Ended June 30,				% Change In Reported Amounts		
	2024		2023				
	% of Sales		% of Sales				
	(\$ amounts in millions)						
Net sales	\$	498.6	—	\$	577.4	—	(13.6)%
Income from operations		77.0	15.4 %		98.2	17.0 %	(21.6)%

Nine Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ 1,463 - \$ 1,672 - (12.5) % Income from operations 205 14.0 % 275 16.4 % (25.5) % Net sales for the three nine months ended June 30, 2024 September 30, 2024 decreased \$78.8 million \$209 million when compared to the same period in 2023, primarily due to channel adjustments and lower end-market demand across certain product lines and geographies as well as inventory rebalancing at our dealers.

geographies. Income from operations for the three nine months ended June 30, 2024 September 30, 2024 decreased \$21.2 million \$70 million when compared to the same period in 2023, primarily due to lower sales volume and unfavorable product mix and geographic mix as well as higher severance costs, partially offset by cost discipline.

reductions. 32 ----- Aerial Work Platforms

	Three Months Ended June 30,				% Change In Reported Amounts
	2024		2023		
	% of Sales		% of Sales		
	(\$ amounts in millions)				
Net sales	\$ 881.8	—	\$ 824.9	—	6.9 %
Income from operations	133.8	15.2 %	133.6	16.2 %	0.1 %

Nine Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ 2,423 - \$ 2,262 - 7.1 % Income from operations 324 13.4 % 310 13.7 % 4.5 % Net sales for the three nine months ended June 30, 2024 September 30, 2024 increased \$56.9 million \$161 million when compared to the same period in 2023, primarily due to healthy increased demand for aerial work platforms, telehandlers and telehandlers utility products in North America.

Income from operations for the **three** nine months ended **June 30, 2024** of \$133.8 million was comparable **September 30, 2024** increased \$14 million when compared to the same period in 2023, **as** primarily due to incremental profit achieved on higher sales volume **was** and improved manufacturing throughput, partially offset by **unfavorable mix**, Monterrey start-up inefficiencies, **higher severance costs** and a prior year facility sale gain.

Corporate and Other / Eliminations

	Three Months Ended June 30,				% Change In Reported Amounts		
	2024		2023				
	% of Sales		% of Sales				
	(\$ amounts in millions)						
Net sales	\$	1.3	—	\$	0.8	—	*
Loss from operations		(17.7)	*		(21.9)	*	19.2 %

Nine Months Ended September 30, 2024 2023 % of % of % Change In Sales Sales Reported Amounts (\$ amounts in millions) Net sales \$ - - \$ (5) - 100.0 % Loss from operations (56) * (64) * 12.5 % * Not a meaningful percentage

Loss from operations for the **three** nine months ended **June 30, 2024** **September 30, 2024** decreased **\$4.2 million** **\$8 million** when compared to the same period in 2023. The decrease in operating loss is primarily due to **lower compensation cost** and the negative impact of changes in foreign exchange rates in the prior **year**.

year, partially offset by higher severance costs. Interest Expense, Net of Interest Income

Interest During the nine months ended September 30, 2024, our interest expense, net of interest income, **for** was \$35 million, or \$7 million lower when compared to the **three months ended June 30, 2024** and same period in 2023, **was** \$13.6 million and \$14.3 million. The decrease in expense is **due** primarily **due** to lower average borrowings, **and** higher interest income **and** lower receivable sales, partially offset by receivable sales at higher interest rates.

Other Income (Expense) **Net**

Other income (expense) **Net** for the **three** nine months ended **June 30, 2024** **September 30, 2024** and 2023 was an expense of **\$5.4 million** **\$28 million** and **\$3.8 million** **\$5 million**, respectively. The increase in expense is primarily due to transaction costs related to ESG acquisition, higher mark-to-market losses recorded on equity **investments**.

investments, and the negative impact of changes in foreign exchange rates. Income Taxes

During the **three** nine months ended **June 30, 2024** **September 30, 2024**, we recognized income tax expense of **\$33.4 million** **\$73 million** on income of **\$174.1 million** **\$410 million**, an effective tax rate of **19.2%** **17.8%**, as compared to income tax expense of **\$32.0 million** **\$85 million** on income of **\$191.8 million** **\$474 million**, an effective tax rate of **16.7%** **18.0%**, for the **three** nine months ended **June 30, 2023** **September 30, 2023**. The **higher** **lower** effective tax rate

for the **three nine** months ended **June 30, 2024** **September 30, 2024** when compared with the **three nine** months ended **June 30, 2023** **September 30, 2023** is primarily due to **higher tax related to geographic distribution of income and less an increase in** favorable discrete items.

33 ----- Gain (Loss) on Disposition of Discontinued Operations - net of taxes

During the **three nine** months ended **June 30, 2023** **September 30, 2023**, the gain (loss) on disposition of discontinued operations - net of tax, primarily relates to post-closing adjustments related to the sales of our former MHPS and mobile cranes businesses.

Six Months Ended June 30, 2024 Compared with Six Months Ended June 30, 2023

Consolidated

Consolidated

	Six Months Ended June 30,				
	2024		2023		
		% of Sales		% of Sales	% Change In Reported Amounts
	(\$ amounts in millions)				
Net sales	\$ 2,674.2	—	\$ 2,638.8	—	1.3 %
Gross profit	\$ 625.7	23.4 %	\$ 621.6	23.6 %	0.7 %
SG&A expenses	\$ 274.3	10.3 %	\$ 264.0	10.0 %	3.9 %
Income from operations	\$ 351.4	13.1 %	\$ 357.6	13.6 %	(1.7)%

Net sales for the six months ended June 30, 2024 increased \$35.4 million when compared to the same period in 2023. The increase in net sales was primarily due to healthy demand for aerial work platforms, telehandlers and utility products in North America, partially offset by lower end-market demand in Europe, primarily impacting our materials processing business.

Gross profit for the six months ended June 30, 2024 increased \$4.1 million when compared to the same period in 2023, primarily due to cost discipline and improved manufacturing throughput, partially offset by unfavorable mix.

SG&A expenses for the six months ended June 30, 2024 increased \$10.3 million when compared to the same period in 2023, primarily due to higher severance, technology expenses and a prior year facility sale gain.

Income from operations for the six months ended June 30, 2024 decreased \$6.2 million when compared to the same period in 2023. The decrease was primarily due to higher SG&A expenses, unfavorable mix and a prior year facility sale gain, partially offset by disciplined cost management and improved throughput.

Materials Processing

	Six Months Ended June 30,				% Change In Reported Amounts
	2024		2023		
	% of Sales		% of Sales		
	(\$ amounts in millions)				
Net sales	\$ 1,018.6	—	\$ 1,131.2	—	(10.0)%
Income from operations	\$ 149.1	14.6 %	\$ 183.5	16.2 %	(18.7)%

Net sales for the six months ended June 30, 2024 decreased \$112.6 million when compared to the same period in 2023, primarily due to lower end-market demand across certain product lines and geographies as well as inventory rebalancing at our dealers.

Income from operations for the six months ended June 30, 2024 decreased \$34.4 million when compared to the same period in 2023, primarily due to the impact of lower sales volume and unfavorable product mix, partially offset by cost discipline.

Aerial Work Platforms

	Six Months Ended June 30,				% Change In Reported Amounts
	2024		2023		
	% of Sales		% of Sales		
	(\$ amounts in millions)				
Net sales	\$ 1,654.5	—	\$ 1,510.8	—	9.5 %
Income from operations	\$ 241.1	14.6 %	\$ 216.7	14.3 %	11.3 %

Net sales for the six months ended June 30, 2024 increased \$143.7 million when compared to the same period in 2023, primarily due to higher demand for aerial work platforms, telehandlers and utility products in North America.

Income from operations for the six months ended June 30, 2024 increased \$24.4 million when compared to the same period in 2023, primarily due to incremental profit achieved on higher sales volume and improved manufacturing throughput, partially offset by Monterrey start-up inefficiencies and a prior year facility sale gain.

Corporate and Other / Eliminations

	Six Months Ended June 30,	
	2024	2023

		% of Sales		% of Sales		% Change In Reported Amounts
		(\$ amounts in millions)				
Net sales	\$ 1.1	—	\$ (3.2)	—		134.4 %
Loss from operations	\$ (38.8)	*	\$ (42.6)	*		8.9 %

* Not a meaningful percentage

Loss from operations for the six months ended June 30, 2024 decreased \$3.8 million when compared to the same period in 2023. The decrease in operating loss is primarily due to the negative impact of changes in foreign exchange rates in the prior year.

Interest Expense, Net of Interest Income

During the six months ended June 30, 2024, our interest expense, net of interest income, was \$25.0 million, or \$2.2 million lower when compared to the same period in 2023, due primarily to lower average borrowings and higher interest income, partially offset by receivable sales at higher interest rates.

Other Income (Expense) – Net

Other income (expense) – net for the six months ended June 30, 2024 and 2023 was an expense of \$15.8 million and \$5.4 million, respectively. The increase in expense is primarily due to higher mark-to-market losses recorded on equity investments.

Income Taxes

During the six months ended June 30, 2024, we recognized income tax expense of \$61.4 million on income of \$310.6 million, an effective tax rate of 19.8%, as compared to income tax expense of \$55.3 million on income of \$325.0 million, an effective tax rate of 17.0%, for the six months ended June 30, 2023. The higher effective tax rate for the six months ended June 30, 2024 when compared with the six months ended June 30, 2023 is primarily due to higher tax related to geographic distribution of income and less favorable discrete items.

Gain (Loss) on Disposition of Discontinued Operations - net of taxes

During the six months ended June 30, 2023, the gain (loss) on disposition of discontinued operations - net of tax, primarily relates to post-closing adjustments related to the sales of our former MHPS and mobile cranes businesses.

LIQUIDITY AND CAPITAL RESOURCES

We are focused on generating cash and maintaining liquidity (cash and availability under our revolving line of credit) for the efficient operation of our business. At **June 30, 2024** **September 30, 2024**, we had cash and cash equivalents of **\$319 million** **\$352 million** and undrawn availability under our revolving line of credit of **\$560 million** **\$600 million**, giving

us total liquidity of approximately \$879 million \$952 million. During the six nine months ended June 30, 2024 September 30, 2024, our liquidity decreased by approximately \$91 million \$19 million from December 31, 2023 primarily due to cash used in capital expenditures, dividends and share repurchases, partially offset by cash generated from operations.

Our main sources of funding are cash generated from operations, including cash generated from the sale of receivables, loans from our bank credit facilities and funds raised in capital markets. We have no significant debt maturities until 2026. 2029. Our actions to maintain liquidity include disciplined management of costs and working capital. Additionally on October 8, 2024, our existing revolving line of credit was increased from \$600 million to \$800 million and the maturity was extended from April 1, 2026 to October 8, 2029. See Note J - "Long-Term Obligations" for additional details on financing transaction. We believe these measures will provide us with adequate liquidity to comply with our financial covenants under our bank credit facility, continue to support internal operating initiatives and meet our operating and debt service requirements for at least the next 12 months from the date of issuance of this quarterly report. See Part I, Item 1A. – "Risk Factors" - "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2023 and Part II Item 1A – "Risk Factors" - "Risk Factors" of this Quarterly Report for a detailed description of the risks resulting from our debt and our ability to generate sufficient cash flow to operate our business.

Our ability to generate cash from operations is subject to numerous factors, including the following:

- . The duration and depth of the global economic volatility resulting from supply chain constraints, inflationary pressures, foreign exchange rate volatility, geopolitical uncertainty and high interest rates.
- . As our sales change, the amount of working capital needed to support our business may change.
- . Many of our customers fund their purchases through third-party finance companies that extend credit based on the creditworthiness of customers and expected residual value of our equipment. Changes either in customers' customers' credit profile or used equipment values may affect the ability of customers to purchase equipment. There can be no assurance that third-party finance companies will continue to extend credit to our customers as they have in the past.
- . Our suppliers extend payment terms to us primarily based on our overall credit rating. Deterioration in our credit rating may influence suppliers' suppliers' willingness to extend terms and in turn accelerate cash requirements of our business.
- . Sales of our products are subject to general economic conditions, weather, competition, translation effect of foreign currency exchange rate changes, and other factors that in many cases are outside our direct control. For example, during periods of economic uncertainty, our customers have delayed purchasing decisions, which in turn reduces cash generated from operations.
- . Availability and utilization of other sources of liquidity such as trade account receivables sales programs.

Typically, we have invested our cash in a combination of highly rated, liquid money market funds and in short-term bank deposits with large, highly rated banks. Our investment objective is to preserve capital and liquidity while earning a market rate of interest.

We seek to use cash held by our foreign subsidiaries to support our operations and continued growth plans through funding of capital expenditures, operating expenses or other similar cash needs of worldwide operations. Most of this cash could be used in the U.S., if necessary, without additional tax expense. Incremental cash repatriated to the U.S.

would not be expected to result in material foreign income and withholding, U.S. federal or state income tax cost. We will continue to seek opportunities to tax-efficiently mobilize and redeploy funds.

34 ----- We had free cash flow of \$42.4 million \$88 million and \$61 million for the three and nine months ended June 30, 2024 and free cash use of \$26.5 million for the six months ended June 30, 2024. September 30, 2024, respectively. The following table reconciles net cash provided by (used in) operating activities to free cash flow (in millions):

	Three Months Ended 6/30/2024	Six Months Ended 6/30/2024
Net cash provided by (used in) operating activities	\$ 66.5	\$ 32.6
Capital expenditures, net of proceeds from sale of capital assets	(24.1)	(59.1)
Free cash flow (use)	\$ 42.4	\$ (26.5)

Three Months Ended Nine Months Ended 9/30/2024 9/30/2024 Net cash provided by (used in) operating activities \$ 117 \$ 149 Capital expenditures, net of proceeds from sale of capital assets (29) (88) Free cash flow (use) \$ 88 \$ 61 Pursuant to terms of our trade accounts receivable factoring arrangements, during the six nine months ended June 30, 2024 September 30, 2024, we sold, without material recourse, approximately \$375 million \$523 million of trade accounts receivable to enhance liquidity.

Working capital as a percent of trailing three month annualized net sales was 22.2% 26.3% at June 30, 2024 September 30, 2024. The following tables show the calculation of our working capital and trailing three months annualized sales as of June 30, 2024 September 30, 2024 (in millions):

	Three Months Ended June 30, 2024
Net sales	\$ 1,381.7
	x 4
Trailing three month annualized net sales	\$ 5,526.8
	As of June 30, 2024
Inventories	\$ 1,232.8
Receivables	719.4
Trade accounts payable	(703.7)
Customer advances	(23.1)
Working capital	\$ 1,225.4

Revolving Three Months Ended September 30, 2024 Net sales \$ 1,212 x 4 Trailing three month annualized net sales \$ 4,848 As of September 30, 2024 Inventories \$ 1,222 Receivables 670 Trade accounts payable (593) Customer

advances (24) Working capital \$ 1,275 We had no revolving line of credit (the "Revolver" "Revolver") borrowings at June 30, 2024 were \$40.0 million September 30, 2024. At June 30, 2024, the weighted average interest rate was 7.09% on the Revolver. For information regarding debt, see Note I – "Long-Term Obligations" J - "Long-Term Obligations" in Notes to Condensed Consolidated Financial Statements.

We remain focused on expanding customer financing solutions in key markets like the U.S., Europe and China. We also anticipate our continued use of Terex Financial Services to drive incremental sales by facilitating customer financing.

financing solutions in key markets. During the six nine months ended June 30, 2024 September 30, 2024, we repurchased 336,092 562,371 shares of common stock for \$19.1 million \$31 million leaving approximately \$113 million \$101 million available for repurchase under our share repurchase programs. Our Board declared a dividend of \$0.17 per share in each of the first, second and second third quarters of 2024, which was were paid to our shareholders. In July October 2024, our Board of Directors declared a dividend of \$0.17 per share, which will be paid on September 19, 2024 December 19, 2024 to our shareholders of record as of August 9, 2024 November 8, 2024.

Our ability to access capital markets to raise funds, through sale of equity or debt securities, is subject to various factors, some specific to us and others related to general economic and/or financial market conditions. These include results of operations, projected operating results for future periods and debt to equity leverage. Our ability to access capital markets is also subject to our timely filing of periodic reports with the Securities and Exchange Commission. In addition, terms of our bank credit facilities and senior notes contain restrictions on our ability to make further borrowings and to sell substantial portions of our assets.

Cash Flows

Cash provided by operations was \$32.6 million \$149 million and \$129.8 million \$269 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively. The decrease in cash provided by operations was primarily driven by lower operating profitability and higher working capital.

35 ----- Cash used in investing activities was \$51.3 million \$80 million and \$21.0 million \$54 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively. The increase in cash used in investing activities relates primarily to higher capital expenditures and lower proceeds from the sale of capital assets and higher capital expenditures, partially offset by lower acquisition and investment activity.

activity and proceeds from sale of marketable securities. Cash used in financing activities was \$22.4 million \$88 million and \$119.0 million \$161 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively. The decrease in cash used in financing activities was primarily due to lower debt repayments and share repurchases, partially offset by lower debt borrowing.

in 2023. OFF-BALANCE SHEET ARRANGEMENTS

Guarantees

We may assist customers in their rental, leasing and acquisition of our products by facilitating financing transactions directly between (i) end-user customers, distributors and rental companies and (ii) third-party financial institutions, providing recourse in certain circumstances. The expectation of losses or non-performance is evaluated based on consideration of historical customer assessments, current financial conditions, reasonable and supportable forecasts, equipment collateral value and other factors. Many of these factors, including the assessment of a customer's ability to pay, are influenced by economic and market factors that cannot be predicted with certainty. Our maximum liability is generally limited to our customer's remaining payments due to the third-party financial institutions at the time of default. In the event of a customer default, we are generally able to recover and dispose of the equipment at a minimum loss, if any, to us. Reserves are recorded for expected loss over the contractual period of risk exposure.

There can be no assurance that our historical experience in used equipment markets will be indicative of future results. Our ability to recover losses experienced from our guarantees may be affected by economic conditions in used equipment markets at the time of loss.

See Note K – "Litigation and Contingencies" in the Notes to Condensed Consolidated Financial Statements for further information regarding our guarantees.

CONTINGENCIES AND UNCERTAINTIES

Foreign Exchange and Interest Rate Risk

Our products are sold in over 100 countries around the world and, accordingly, our revenues are generated in foreign currencies, while costs associated with those revenues are only partly incurred in the same currencies. Primary currencies to which we are exposed are the Euro, British Pound, Chinese Yuan, Indian Rupee, Australian Dollar and Mexican Peso. We purchase hedging instruments to manage variability of future cash flows associated with recognized assets or liabilities due to changing currency exchange rates.

We manage our exposure to interest rate risk by establishing a mix of indebtedness bearing interest at both floating and fixed rates at inception and maintain a ratio of floating and fixed rates on this mix of indebtedness using interest rate derivatives when necessary.

See Note H – "Derivative Financial Instruments" in the Notes to Condensed Consolidated Financial Statements for further information regarding our derivatives and Item 3 "Quantitative and Qualitative Disclosures About Market Risk" for a discussion of the impact changes in foreign currency exchange rates and interest rates may have on our financial performance.

36 ----- Other

We are subject to a number of contingencies and uncertainties including, without limitation, product liability claims, workers' compensation liability, intellectual property litigation, self-insurance obligations, tax examinations, guarantees, class action lawsuits and other matters. See Note K – "Litigation and Contingencies" in the Notes to Condensed Consolidated Financial Statements for more information regarding contingencies and uncertainties. We are insured for product liability, general liability, workers' compensation

compensation, employer's liability, property damage, intellectual property and other insurable risks required by law or contract with retained liability to us or deductibles. Many of the exposures are unasserted or proceedings are at a preliminary stage, and it is not presently possible to estimate the amount or timing of any liability. However, we do not believe these contingencies and uncertainties will, individually or in aggregate, have a material adverse effect on our operations. For contingencies and uncertainties other than income taxes, when it is probable a loss will be incurred and possible to make reasonable estimates of our liability with respect to such matters, a provision is recorded for the amount of such estimate or for the minimum amount of a range of estimates when it is not possible to estimate the amount within the range that is most likely to occur.

We generate hazardous and non-hazardous wastes in the normal course of our manufacturing operations. As a result, we are subject to a wide range of environmental laws and regulations. All of our employees are required to obey all applicable health, safety and environmental laws and regulations and must observe the proper safety rules and environmental practices in work situations. These laws and regulations govern actions that may have adverse environmental effects, such as discharges to air and water, and require compliance with certain practices when handling and disposing of hazardous and non-hazardous wastes. These laws and regulations would also impose liability for the costs of, and damages resulting from, cleaning up sites, past spills, disposals and other releases of hazardous substances, should any such events occur. We are committed to complying with these standards and monitoring our workplaces to determine if equipment, machinery and facilities meet specified safety standards. Each of our manufacturing facilities is subject to an environmental audit at least once every five years to monitor compliance. Also, no incidents have occurred which required us to pay material amounts to comply with such laws and regulations. We are dedicated to ensuring that safety and health hazards are adequately addressed through appropriate work practices, training and procedures. We are committed to reducing injuries and working towards a world-class level of safety practices in our industry.

RECENT ACCOUNTING STANDARDS

Please refer to Note A – “Basis of Presentation” in the accompanying Condensed Consolidated Financial Statements for a summary of recently issued accounting standards.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

37 ----- ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK We are exposed to certain market risks that exist as part of our ongoing business operations and we use derivative financial instruments, where appropriate, to manage these risks. As a matter of policy, we do not engage in trading or speculative transactions. For further information on accounting related to derivative financial instruments, refer to Note H – “Derivative Financial Instruments” in our Condensed Consolidated Financial Statements.

Foreign Exchange Risk

Our products are sold in over 100 countries around the world. The reporting currency for our consolidated financial statements is the U.S. dollar. Certain of our assets, liabilities, expenses, revenues and earnings are denominated in other countries' currencies, including the Euro, British Pound, Chinese Yuan, Indian Rupee, Australian Dollar

and Mexican Peso. Those assets, liabilities, expenses, revenues and earnings are translated into U.S. dollars at the applicable foreign exchange rates to prepare our condensed consolidated financial statements. Therefore, increases or decreases in foreign exchange rates between the U.S. dollar and those other currencies affect the value of those items as reflected in our condensed consolidated financial statements, even if their value remains unchanged in their original currency. Due to continued volatility of foreign exchange rates to the U.S. dollar, fluctuations in foreign exchange rates may have an impact on the accuracy of our financial guidance. Such fluctuations in foreign exchange rates relative to the U.S. dollar may cause our actual results to differ materially from those anticipated and have a material adverse effect on our business or results of operations. We assess foreign currency risk based on transactional cash flows, identify naturally offsetting positions and purchase hedging instruments to partially offset anticipated exposures.

At **June 30, 2024** **September 30, 2024**, we performed a sensitivity analysis on the impact that aggregate changes in the translation effect of foreign exchange rate changes would have on our operating income. Based on this sensitivity analysis, we have determined that a **change in the value strengthening or weakening** of the U.S. dollar relative to other currencies by 10% to amounts already incorporated in the financial statements for the **six nine** months ended **June 30, 2024** **September 30, 2024** would have had approximately a **\$19 million** **\$24 million** impact on the translation effect of foreign exchange rate changes already included in our reported operating income for the period ended **June 30, 2024** **September 30, 2024**.

Interest Rate Risk

We are exposed to interest rate volatility with regard to future issuances of fixed rate debt and existing issuances of variable rate debt. Primary exposure includes movements in benchmark rates. We manage our exposure to interest rate risk by establishing a mix of indebtedness bearing interest at both floating and fixed rates at inception and maintain a ratio of floating and fixed rates on this mix of indebtedness using interest rate derivatives when necessary. At **June 30, 2024** **September 30, 2024**, **approximately 6% less than 1%** of our debt was floating rate debt and the weighted average interest rate of our total debt was **4.25%** **4.06%**.

At **June 30, 2024** **September 30, 2024**, we performed a sensitivity analysis for our financial instruments that have interest rate risk. We calculated the pretax earnings effect on our interest sensitive instruments. Based on this sensitivity analysis, we have determined that an increase of 10% in our average floating interest rates at **June 30, 2024** **September 30, 2024** would not have materially increased interest expense during the period.

38 ----- Commodities Risk

In the absence of labor strikes or other unusual circumstances, substantially all materials and components are normally available from multiple suppliers. However, certain of our businesses receive materials and components from a single source supplier, although alternative suppliers of such materials may be generally available. Delays in our **suppliers' suppliers'** abilities, especially any sole suppliers for a particular business, to provide us with necessary materials and components may delay production at a number of our manufacturing locations, or may require us to seek alternative supply sources. Delays in obtaining supplies may result from a number of factors affecting our suppliers, including capacity constraints, regulatory changes, freight and container availability, labor disputes, **suppliers' suppliers'** impaired financial condition, **suppliers' suppliers'** allocations to other purchasers, weather emergencies, pandemics or acts of war or terrorism. Any delay in receiving supplies could impair our ability to deliver products to our customers and, accordingly, could have a material adverse effect on our business, results of operations and financial condition.

Current and potential suppliers are evaluated regularly on their ability to meet our requirements and standards. We actively manage our material sourcing, and employ various methods to limit risk associated with commodity cost fluctuations and availability. While the overall continuity of material supply into our manufacturing operations has improved from the prior year, we continue to experience intermittent disruptions with certain material types, most notably electronic components. We have designed and implemented plans to mitigate the impact of these risks by using alternate suppliers, expanding our supply base globally, leveraging our overall purchasing volumes to obtain favorable pricing and quantities, developing a closer working relationship with key suppliers and purchasing hedging instruments to partially offset anticipated exposures. However, we anticipate that we will continue to be affected by intermittent material shortages and production delays through the remainder of 2024, though the extent of these disruptions has eased.

Principal materials and components used in our various manufacturing processes include steel, castings, engines, tires, hydraulics, cylinders, drive trains, cab chassis, electric controls and motors, semiconductors, and a variety of other commodities and fabricated or manufactured items. Inflationary pressure on certain purchased components have continued while the cost of U.S. steel has declined in the first half of throughout 2024. Additionally, import of certain purchased components and parts may be impacted by the implications of sanctions preventing the use of iron and steel from Russia in such components and parts. Tariffs on certain Chinese origin goods continue to put pressure on input costs, which we have been able to partially mitigate through the U.S. Government's exclusion process, extended through May 31, 2025, and duty draw back. We also continue to explore other mechanisms to mitigate impacts of tariffs. If we are unable to recover a substantial portion of increased costs from our customers and suppliers or through duty draw back, our business or results of operations could be adversely affected. We will continue to monitor international trade policy and will make adjustments to our supply base where possible to mitigate the impact on our costs. For more information on commodities risk, see Part I, Item 1A. – "Risk Factors" - "Risk Factors" in our Annual Report on Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

ITEM 4. CONTROLS AND PROCEDURES Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure information required to be disclosed in reports we file under the Exchange Act is recorded, processed, summarized and reported within time periods specified in the Securities and Exchange Commission's rules and forms, and such information is accumulated and communicated to our management, including our Chief Executive Officer ("CEO" ("CEO")) and Chief Financial Officer ("CFO" ("CFO")), as appropriate, to allow timely decisions regarding required financial disclosure. In connection with the preparation of this Quarterly Report on Form 10-Q, our management carried out an evaluation, under supervision and with participation of our management, including the CEO and CFO, as of June 30, 2024 September 30, 2024, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) under the Exchange Act. Based upon this evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2024 September 30, 2024.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended June 30, 2024 September 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Effectiveness of any system of controls and procedures is subject to certain limitations, and, as a result, there can be no assurance our controls and procedures will detect all errors or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that objectives of the control system will be attained.

39 ----- PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Item 1. Legal Proceedings We are involved in various legal proceedings, including product liability, general liability, workers' compensation liability, employment, commercial, intellectual property and tax litigation, which have arisen in the normal course of operations. We are insured for product liability, general liability, workers' compensation, employer's liability, property damage and other insurable risks required by law or contract with retained liability to us or deductibles. We believe the outcome of such matters, individually and in aggregate, will not have a material adverse effect on our condensed consolidated financial statements. However, outcomes of lawsuits cannot be predicted and, if determined adversely, could ultimately result in us incurring significant liabilities which could have a material adverse effect on our results of operations.

For information regarding litigation and other contingencies and uncertainties, see Note K L - "Litigation and Contingencies," in the Notes to Condensed Consolidated Financial Statements.

Item 1A. Risk Factors

Item 1A. Risk Factors The risk factors entitled "We may be unable to successfully integrate acquired businesses, including the recently announced agreement to purchase Dover Corporation's Environmental Solutions Group ("ESG") ("ESG"). We may not realize the anticipated benefits of such acquisitions, including the recently announced agreement to purchase acquisition of ESG." Our results of operations going forward may differ materially from any pro forma financial data provided." updates and replaces the prior risk factors entitled "We may face limitations on our ability to integrate acquired businesses." We have also updated the risk factors entitled "Our business is sensitive to general economic conditions, government spending priorities and the cyclical nature of markets we serve." and "We have a significant amount of debt outstanding and must comply with restrictive covenants in our debt agreements." There have been no other material changes in our risk factors previously disclosed in Part I, Item 1A. – "Risk Factors" - "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2023.

We may be unable to successfully integrate acquired businesses, including the recently announced agreement to purchase Dover Corporation's Environmental Solutions Group ("ESG") ("ESG"). We may not realize the anticipated benefits of such acquisitions, including the recently announced agreement to purchase acquisition of ESG.

Our results of operations going forward may differ materially from any pro forma financial data provided. From time to time, we engage in strategic transactions involving risks, including the possible failure to successfully integrate and realize the expected benefits of such transactions. We have consummated many acquisitions in the past and anticipate making additional acquisitions in the future. On July 21, 2024 October 8, 2024, we entered into a transaction with Dover Corporation to acquire its acquired ESG business for \$2 billion. Our ability to realize the anticipated benefits of the purchase, acquisition, including the expected combination tax benefits and synergies, will depend, to a large extent, on our ability to integrate the businesses of both companies. In addition, the consummation of the acquisition is not assured and is subject to certain conditions, including regulatory clearance and other customary closing conditions.

The management of both companies will be required to devote significant attention and resources to the integration process, which may disrupt the business of either or both of the companies and, if implemented ineffectively, could preclude realization of the full benefits we expect. The risks associated with the ESG acquisition and our other past or future acquisitions include:

- the business culture of the acquired business may not match well with our culture;
- we may acquire or assume unexpected liabilities;
- faulty assumptions may be made regarding the integration process;
- unforeseen difficulties may arise in integrating operations and systems;
- we may fail to retain, motivate and integrate key management and other employees of the acquired business;
- higher than expected finance costs may arise due to unforeseen changes in tax, trade, environmental, labor, safety, payroll or pension policies in any jurisdiction in which the acquired business conducts its operations;
- we may experience problems in retaining customers and integrating customer bases; and
- a large acquisition could stretch our resources and divert management's management's attention from existing operations.

The successful integration of any previously acquired or newly acquired business also requires us to implement effective internal control processes in these acquired businesses. While we believe we have successfully integrated acquisitions to date, we cannot ensure that previously acquired or newly acquired companies, including ESG, will operate profitably, that the intended beneficial effect from these acquisitions will be realized and that we will not encounter difficulties in implementing effective internal control processes in these acquired businesses, particularly when the acquired business operates in foreign jurisdictions and/or was privately owned. See the risk factor disclosed in Part I, Item 1A. – "Risk Factors" - "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2023 entitled "We "We must comply with an injunction and related obligations resulting from the settlement of an SEC investigation" investigation" for additional consequences if we were to commit a violation of the reporting and internal control provisions of the federal securities laws. While our evaluation of any potential transaction includes business, legal, compliance and financial due diligence with the goal of identifying and evaluating the material risks involved, these due diligence reviews may not identify all of the issues necessary to accurately estimate the cost and potential risks of a particular acquisition or costs associated with any quality issues with an acquisition target's products or services. In 40 ----- addition, to the extent that we seek or make acquisitions in machinery and industrial businesses that are significantly different from our existing operations, there will be added risks and challenges for managing and integrating these businesses. Further, we may need to consolidate or restructure our acquired or existing facilities, which may require expenditures related to reductions in

workforce and other charges resulting from the consolidations or restructurings, such as the write-down of inventory and lease termination costs. Any of the foregoing could adversely affect our business and results of operations.

Many of these factors will be outside our control and any one of them could result in increased costs, decreases in the amount of expected revenues and diversion of management's time and energy. If we are unable to close or fail to successfully integrate acquired businesses, this could have an adverse effect on our business, financial condition and results of operations.

We also may not realize the expected benefits of any newly acquired business, including expected synergies. For instance, if we are unable to realize expected synergies from the recently announced agreement to purchase ESG acquisition, or the cost to achieve these synergies is greater than expected, then the anticipated benefits of the acquisition may not be realized fully or at all or may take longer to realize than expected.

Further, we may be unable to achieve or maintain our long-term net leverage targets which could result in an event of default under our outstanding debt obligations. See Risk Factor entitled, "We have a significant amount of debt outstanding and must comply with restrictive covenants in our debt agreements." Additionally, in connection with the ESG acquisition, any unaudited pro forma financial data that may be provided is not necessarily indicative of what our actual financial position or results of operations may be. Any unaudited pro forma financial data will be derived from our audited and unaudited financial statements and ESG's audited and unaudited financial statements, and will reflect certain assumptions and adjustments. The assumptions used in preparing unaudited pro forma financial data may not prove to be accurate, and other factors may adversely affect our financial condition or results of operations. Our business is sensitive to general economic conditions, government spending priorities and the cyclical nature of markets we serve. Demand for our products is affected by the general strength of the economies in which we sell our products, customers' perceptions concerning the timing of economic cycles, customers' replacement or repair cycles, prevailing interest rates, residential and non-residential construction spending, government spending priorities, capital expenditure allocations of our customers, the timing of regulatory standard changes, oil and gas related activity and other factors. The last several years have been marked by geopolitical instability, including the conflict between Russia and Ukraine as well as Israel and Hamas, social concerns, supply chain and freight constraints, pandemic, labor shortages and wage increases, high inflation, high interest rates, foreign currency exchange volatility, and continuing concerns of recessions, all of which have increased ongoing economic uncertainty and instability in the global markets. This instability can make it extremely difficult for our customers, our suppliers and us to accurately forecast and plan future business activities. Some of our customers also depend substantially on government funding of highway construction, maintenance and other infrastructure projects. Policies of governments attempting to address local deficit or structural economic issues could have a material impact on our customers and markets. There is an expectation of significant infrastructure and government spending, including in relation to the Infrastructure Investment and Jobs Act, the Inflation Reduction Act and the CHIPS and Science Act. Any decrease or delay in government funding of highway construction and maintenance, other infrastructure projects and overall government spending could cause our revenues and profits to decrease. Recent channel adjustments reflect macro uncertainty, high interest rates, election and geopolitical uncertainties, and shorter delivery lead times. We cannot provide any assurance that there will not be continued, increased global economic weakness and recessions based on the above uncertainties or other factors. If economic conditions in the U.S., Europe and other key markets weaken, we may experience further negative impacts to our net sales, financial condition, profitability and cash flows,

which could result in the need for us to record impairments. We have a significant amount of debt outstanding and must comply with restrictive covenants in our debt agreements.

We On October 8, 2024, we entered into an Incremental Assumption, Borrowing Subsidiary Agreement and Amendment No. 2 to our credit agreement which (i) increased the size of our existing revolving credit facilities to \$800 million and extended the maturity of our existing revolving credit facilities to expire on October 8, 2029, and (ii) provided for a (i) Commitment Letter with UBS new seven-year term loan facility in which UBS committed to provide Terex with an aggregate principal amount of up to \$1,545 million and (ii) \$1,250 million with a maturity date of October 8, 2031. We also issued an Incremental Assumption and Amendment Agreement and Amendment to our Credit Agreement additional \$750 million of senior unsecured notes on October 8, 2024, which establishes delayed draw term loan commitments will mature in the amount of \$455 million to be provided by UBS, in connection with the recently announced agreement to purchase ESG.

2032. Our total long-term debt at June 30, 2024 September 30, 2024 was \$662.2 million, which means that \$ 624 million; following the acquisition of ESG our debt levels will increase have now increased significantly. Our ability to make required payments of principal and interest on our increased debt levels will depend on future performance of our combined businesses, which, to a certain extent, is subject to general economic, financial, competitive and other factors that are beyond our control. In addition, both our current and our future credit agreement contain contains financial and restrictive covenants that may limit our ability to, among other things, borrow additional funds or take advantage of business 41 ----- opportunities. While we are currently in compliance with the financial covenants, increases in our debt or decreases in our earnings could cause us to fail to comply with these financial covenants. Our failure to comply with such covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all our indebtedness or otherwise have a material adverse effect on our financial position, results of operation and debt service capability.

Our increased level of debt and the financial and restrictive covenants contained in our **current and future credit agreements** **agreement** could have important consequences on our financial position and results of operations, including increasing our vulnerability to increases in interest rates because debt under our **current and future credit agreements** **bear** **agreement bears** interest at variable rates.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds Purchases of Equity

Item 2. Securities and Use of Proceeds

Purchases of Equity Securities

The following table provides information about our purchases during the quarter ended June 30, 2024 September 30, 2024 of our common stock that is registered by us pursuant to the Exchange Act.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs (in thousands) (2)
April 1, 2024 - April 30, 2024	54,589	\$61.16	37,843	\$127,131
May 1, 2024 - May 31, 2024	96,731	\$58.78	79,674	\$122,476
June 1, 2024 - June 30, 2024	176,275	\$55.10	172,238	\$112,984
Total	327,595	\$57.20	289,755	\$112,984

Issuer Purchases of Equity Securities Period Total Number of Average Price Total Number of Shares Approximate Shares Purchased Paid per Share
Purchased as Part Dollar Value of (1) of Publicly Announced Shares that May Plans or Programs Yet be Purchased (2) Under the Plans or
Programs (in thousands) (2) July 1, 2024 - 146,281 \$55.42 145,244 \$104,931 July 31, 2024 Aug 1, 2024 - Aug 31, 2024 41,310 \$56.12 40,488
\$102,663 Sep 1, 2024 - Sep 30, 2024 43,959 \$51.03 40,547 \$100,603 Total 231,550 \$54.71 226,279 \$100,603 (1) Amount includes shares of
common stock purchased to satisfy requirements under the Company's Company's deferred compensation obligations to employees.

(2) In December 2022, our Board of Directors authorized the repurchase up to \$150 million \$150 million of our outstanding shares of common stock.

Item 3. Defaults Upon Senior Securities

Item 3. Defaults Upon Senior Securities Not applicable.

Item 4. Mine Safety Disclosures

Item 4. Mine Safety Disclosures Not applicable.

Item 5. Other Information

Item 5. Other Information During the three months ended June 30, 2024 September 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted , modified or terminated a "Rule "Rule 10b5-1 trading arrangement" arrangement" or a "non-Rule "non-Rule 10b5-1 trading arrangement" arrangement" as such terms are defined under Item 408 of Regulation S-K.

Item 6. Exhibits

42 ----- Item 6. Exhibits The exhibits set forth below are filed as part of this Form 10-Q.

Exhibit

No.	Exhibit
31.1	Chief Executive Officer Certification pursuant to Rule 13a-14(a)/15d-14(a). *
31.2	Chief Financial Officer Certification pursuant to Rule 13a-14(a)/15d-14(a). *
32	Chief Executive Officer and Chief Financial Officer Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes – Oxley Act of 2002. **
101.INS	Exhibit No. Exhibit 2.1 Transaction Agreement, dated as of July 21, 2024, by and between Terex Corporation and Dover Corporation (incorporated by reference to Exhibit 2.1 of the Form 8-K Current Report, Commission File No. 1- 10702 , dated October 8, 2024 and filed with the Commission October 9, 2024). 2.2 First Amendment to Transaction Agreement, dated as of October 8, 2024 , by and between Terex Corporation and Dover Corporation (incorporated by reference to Exhibit 2. 2 of the Form 8-K Current Report, Commission File No. 1-10702, dated October 8, 2024 and filed with the Commission October 9, 2024). 4.1 Indenture, dated as of October 8, 2024, among Terex Corporation, the subsidiary guarantors named therein and the Trustee (including the Form of 6.250% Senior Notes due 2032 included therein) (incorporated by reference to Exhibit 4 .1 of the Form 8-K Current Report, Commission File No. 1-10702, dated October 8, 2024 and filed with the Commission October 9, 2024). 10.1 Incremental Assumption and Amendment Agreement and Amendment, dated as of July 21, 2024, among Terex Corporation, certain of its subsidiaries, the lenders and issuing banks party thereto, and UBS AG relating to the Amended and Restated Credit Agreement dated as of April 1, 2021, among Terex Corporation, certain of its subsidiaries, the lenders and issuing banks party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent. * 10.2 Amended and Restated Commitment Letter, dated August 2, 2024, among Terex Corporation, UBS Securities LLC, UBS AG, Stamford Branch, Bank of America, N.A., BofA Securities, Inc., Barclays Bank PLC, JPMorgan Chase Bank, N.A., BNP PARIBAS, BNP Paribas Securities Corp., HSBC Bank USA, National Association, HSBC Securities (USA) Inc., HSBC UK Bank PLC, Mizhuho Bank, Ltd. and Santander Bank, N.A., related to the Commitment Letter dated July 21, 2024, among Terex Corporation, UBS Securities LLC and UBS AG, Stamford Branch.* 10.3 Incremental Assumption Agreement, Borrowing Subsidiary Agreement and Amendment No. 2, dated as of October 8, 2024, among Terex Corporation, certain of its subsidiaries, the lenders and issuing banks party thereto, UBS AG Cayman Islands Branch, as existing administrative agent, and UBS AG, Stamford Branch, as successor administrative agent, relating to the Amended and Restated Credit Agreement, dated as of April 1, 2021, among Terex Corporation, certain of its subsidiaries, the lenders and issuing banks party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (incorporated by reference to Exhibit 10 .1 of the Form 8-K Current Report, Commission File No. 1-10702, dated October 8, 2024 and filed with the Commission October 9, 2024) . 31.1 Chief Executive Officer Certification pursuant to Rule 13a-14(a)/15d-14(a). * 31.2 Chief Financial Officer Certification pursuant to Rule 13a-14(a)/15d-14(a). * 32 Chief Executive Officer and Chief Financial Officer Certification pursuant to 18 U.S.C. Section 1350, as adopted

pursuant to Section 906 of the Sarbanes - Oxley Act of 2002. ** 101.INS XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. 101.SCH XBRL Taxonomy Extension Schema Document. * 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document. * 101.DEF XBRL Taxonomy Extension Definition Linkbase Document. * 101.LAB XBRL Taxonomy Extension Label Linkbase Document. * 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document. * 104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101). * Exhibit filed with this document. ** Exhibit furnished with this document. 43 ----- the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

101.SCH XBRL Taxonomy Extension Schema Document. *

101.CAL XBRL Taxonomy Extension Calculation Linkbase Document. *

101.DEF XBRL Taxonomy Extension Definition Linkbase Document. *

101.LAB XBRL Taxonomy Extension Label Linkbase Document. *

101.PRE XBRL Taxonomy Extension Presentation Linkbase Document. *

104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Exhibit filed with this document.

** Exhibit furnished with this document.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TEREX CORPORATION
(Registrant)

Date: July 31, 2024

/s/ Julie A. Beck

Julie A. Beck

Senior Vice President and Chief Financial Officer

(Principal Financial Officer)

Date: July 31, 2024

/s/ Stephen A. Johnston

Stephen A. Johnston

Vice President, Chief Accounting Officer and Controller

(Principal Accounting Officer)

Date: October 30, 2024 /s/ Julie A. Beck Julie A. Beck Senior Vice President and Chief Financial Officer (Principal Financial Officer) Date: October 30, 2024 /s/ Stephen A. Johnston Stephen A. Johnston Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer) 44 EXECUTION VERSION [[6409592]]

INCREMENTAL ASSUMPTION AND AMENDMENT AGREEMENT AND AMENDMENT dated as of July 21, 2024 (this "Agreement"), relating to the AMENDED AND RESTATED CREDIT AGREEMENT dated as of April 1, 2021 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among days prior to the Delayed Draw Funding Date (and the corresponding period of the prior fiscal year) and (ii) (A) nthe audited combined balance sheet of the Acquired Business for the two most recent fiscal years ended at least 90 days prior to the Delayed Draw Funding Date and the related audited combined statements of income, ostockholders' equity and cash flows for those fiscal years, in each case, together with an "unqualified" audit and opinion issued with respect to such audited financial statements by the Acquired Companies' independent to time parauditor and (B) the unaudited combined balance sheets and the related unaudited combined interim AG, (statements of income, stockholders' equity and cash flows of the Acquired Business for each subsequent as sinterim financial period (other than any fourth fiscal quarter) ended more than 45 days prior to the Delayed Agent") for Draw Funding Date (and the corresponding period of the prior fiscal year), in each case, prepared in accordance with U.S. GAAP. The Lead Arrangers acknowledge receipt of the financial statements of Terex for Draw the periods ended December 31, 2023 and March 31, 2024. 6. The Lead Arrangers shall have received (i) unaudited pro forma statements of income of Terex and its Subsidiaries (after giving effect to the Transactions an ag(as defined in the Commitment Letter and hereinafter referred to as the "Fort Transactions") as if the Fort anTransactions had occurred at the beginning of such period) for the most recent fiscal year of Terex for which audited consolidated financial statements are provided pursuant to clause (i)(A) of paragraph 5 above and for Lenthe most recent interim financial period of Terex for which unaudited consolidated financial statements are provided pursuant to clause (i)(B) of paragraph 5 above if any, and (ii) an unaudited pro forma balance sheet of aTerex and its subsidiaries (after giving effect to the Fort Transactions as if the Fort Transactions had occurred hereinon such date) as of the date of the most recent balance sheet of Terex provided pursuant to clause (i) of paragraph 5 above. For the avoidance of doubt, it is understood that such pro forma financial statements need not be prepared in compliance with Regulation S-X under the Securities Act of 1933, as amended and need not capainclude adjustments for purchase accounting. 7. The Lead Arrangers shall have received all customary coinformation regarding Terex, the Acquired Companies and their respective subsidiaries typically required to complete a confidential information memorandum for the Delayed Draw Term Loan Commitments (together SE(with the financial statements required to be delivered pursuant to paragraphs 5 and 6 above, the "Required Bank Information"). The Lead Arrangers shall have been afforded a period (the "Bank Marketing Period") of at Agleast 15 consecutive business days following receipt of the Required Bank Information to syndicate the Delayed Draw Term Loan Commitments; provided that (x) the Bank Marketing Period shall either be completed on or prior to August 16, 2024 or commence no earlier than September 3, 2024, (y) the days from November 27, ar2024 through and including November 29, 2024 shall not be included when counting such 15 consecutive Delayebusiness day period (and the Bank Marketing Period need not be consecutive to the extent it would have otherwise included any of those days) and (z) the Bank Marketing Period shall either be completed on or prior

to December 20, 2024 or commence no earlier than January 6, 2025. -----

----- [[6409592]] 8. The Lead Arrangers shall have received a certificate from the chief financial officer of Terex substantially in the form attached as Annex I to this Schedule II (or such other form as the Delayed Draw Term Lenders may reasonably agree) certifying that Terex and its Subsidiaries, on a consolidated basis after giving effect to the Fort Transactions, are solvent. 9. Subject to the last paragraph of this Schedule II, the Administrative Agent shall have received a notice of borrowing, customary legal opinions and officers' certificates certifying as to (i) organizational documents, (ii) customary evidence of authorization and (iii) good standing certificates (where the concept is applicable) in jurisdictions of formation/organization, in each case of each Loan Party. 10. Subject to the last paragraph of this Schedule II, (i) each of the entities that comprise the Acquired Business that is required to become a Loan Party pursuant to the terms of the Amended Credit Agreement shall have executed and delivered a supplement to the Guarantee and Collateral Agreement in substantially the form attached as an exhibit thereto (or such other form as the Administrative Agent may reasonably agree) and (ii) all documents and instruments necessary to establish that the Administrative Agent will have a perfected security interest (subject to liens permitted under the Amended Credit Agreement) in the Collateral acquired in the Acquisition shall have been executed (to the extent applicable) and delivered to the Administrative Agent, and, if applicable, be in proper form for filing. 11. The Administrative Agent shall have received confirmation from Terex that Terex has delivered to the Administrative Agent under the Amended Credit Agreement the certificate required by Section 2.27(c)(i) of the Amended Credit Agreement with respect to the Acquisition Term Facility (as defined in the Commitment Letter). 12. The Administrative Agent and the Delayed Draw Term Lenders shall have received, at least three business days prior to the Delayed Draw Funding Date, (a) all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act and (b) if Terex qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to Terex, in each case of clauses (a) and (b), that has been reasonably requested in writing at least 10 business days in advance of the Delayed Draw Funding Date. 13. All thereto costs, fees, expenses (including without limitation legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letters (as defined in the Commitment Letter) shall have been paid to the extent due and to the extent due and payable on the Delayed Draw Funding Date (and, in the case of expenses, invoiced at least three business days prior to the Delayed Draw Funding Date). As used herein: "Acquisition Agreement Representations" shall mean the representations made by, or with respect to, the Acquired Business in the Acquisition Agreement as are material to the interests of the Delayed Draw Term Lenders in their capacity as such, but only to the extent that Terex (or any -----

"Loan" in ----- [[6409592]] of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its obligations (or otherwise decline to consummate the Acquisition) under the terms of the Acquisition Agreement as a result of a breach of any such representations in the Acquisition Agreement. Del: "Bridge Facility" shall mean the 364-day bridge loan facility described in the Commitment Letter. "Specified Representations" shall mean the representations and warranties relating to the Loan Parties set forth in the Amended Credit Agreement relating to corporate existence, power and authority, due authorization, execution and delivery, in each case as they relate to the entering into and performance of the Agreement and Amended Credit Agreement; the enforceability of the Agreement and Amended Credit Agreement; compliance of the transactions with Federal Reserve margin regulations; the Investment Company Act; use of proceeds not in violation of OFAC and other laws applicable to sanctioned persons, the PATRIOT Act and other anti-money laundering laws, the FCPA and other anti-bribery laws; no conflicts between the Agreement or the Amended Credit Agreement and the organization documents of the Loan Parties; solvency of Terex and its Subsidiaries Date" on a consolidated basis on the Delayed Draw Funding Date after giving effect to the Acquisition and the

transactions relating thereto (with solvency to be defined in a manner consistent with the definition set forth in the solvency certificate to be delivered pursuant to paragraph 8 above); and, subject to the limitations set forth in the prior sentence, creation, validity, perfection and priority of security interests. Notwithstanding anything in this Agreement, the Amended Credit Agreement or other undertaking concerning the financing of the Fort the AcTransactions to the contrary, (a) the only representations and warranties the accuracy of which shall be a condition to the availability of the Delayed Draw Term Loans on the Delayed Draw Funding Date shall be (i) the Date, tAcquisition Agreement Representations and (ii) the Specified Representations and (b) the terms of the manrAmended Credit Agreement shall be in a form such that it does not impair availability of the Delayed Draw sTerm Loans on the Delayed Draw Funding Date if the conditions set forth in this Schedule II are satisfied (or attachedwaived by each of the Delayed Draw Term Lenders); provided that, subject to any requirements in the lAmended Credit Agreement, to the extent any security interest in any Collateral is not or cannot be provided "heand/or perfected on the Delayed Draw Funding Date (other than the pledge and perfection of the security Effective interests in (x) the certificated capital stock held by the Loan Parties (to the extent required under the Commitment Letter and the Term Sheets attached thereto) (other than a pledge of any such certificate for any person that is a member of the Acquired Business if such certificate has not been made available to Terex at Wleast two business days prior to the Delayed Draw Funding Date, so long as Terex has used commercially repreasonable efforts to procure delivery thereof, it being agreed that any such certificate may instead be Agreemdelivered within five business days after the Delayed Draw Funding Date) (or otherwise pursuant to arrangements and timing to be agreed by the Administrative Agent in its reasonable discretion) and (y) other enfassets pursuant to which a lien may be perfected by the filing of a financing statement under the Uniform crCommercial Code with the Secretary of State (or other applicable filing office) in the applicable jurisdiction of a jorganization of the Loan Parties) after Terex's use of commercially reasonable efforts to do so, then the delivery and/or perfection of a security interest in such Collateral shall not constitute a condition precedent to Dthe availability of the Delayed Draw Term ----- [[6409592]] Loans on the Delayed Draw Funding Date but shall be required to be delivered within 90 days after the Delayed same effeDraw Funding Date (or otherwise pursuant to arrangements and timing to be mutually agreed by the expreAdministrative Agent in its reasonable discretion). ----- case[[6409592]] ANNEX I TO SCHEDULE II [FORM OF] SOLVENCY CERTIFICATE UBS AG, Stamford Branch, as Administrative Agent 600 Washington Blvd. Stamford, CT 06901 [DATE] Ladies and Gentlemen: This Solvency (Certificate (this "Solvency Certificate") is delivered pursuant to the Incremental Assumption and Amendment tAgreement, dated as of July 21, 2024 (as amended, restated, supplemented and/or otherwise modified from Dtime to time, the "Agreement")), among Terex Corporation (the "Company"), the Subsidiaries of the Company from time to time party thereto (together with the Company, the "Borrowers"), the lenders and issuing banks Confrom time to time party thereto and UBS AG, Stamford Branch, as administrative agent (the "Administrative Agent") and as collateral agent, which relates to the Amended and Restated Credit Agreement dated as of April -----1, 2021 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Credit tAgreement"), among the Borrowers, the lenders and issuing banks from time to time party thereto and the DelaAdministrative Agent. Each capitalized term used herein and not otherwise defined herein shall have the undmeaning assigned to it in the Agreement or the Credit Agreement, as applicable. The undersigned hereby corrcertifies, in his capacity as the Chief Financial Officer of the Company and not in a personal capacity, as follows: (a) I am generally familiar with the businesses and assets of the Company and its Subsidiaries and am duly authorized to execute this Solvency Certificate on behalf of the Company pursuant to the Agreement. (b) EOn the date hereof, immediately after giving effect to the transactions to occur on the Delayed Draw Funding SDate, including the making of each Loan to be made on the Delayed Draw Funding Date and the application of the proceeds thereof, (i) the fair value of the assets of the Company and its Subsidiaries, at a fair valuation, will

exceed their debts and liabilities, subordinated, contingent or otherwise, in each case on a consolidated basis;
DIS(ii) the present fair saleable value of the property of the Company and its Subsidiaries, in each case on a consolidated basis, will be greater than the amount that will be required to pay the probable liabilities on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) each of the Company and its Subsidiaries, in each case on a consolidated basis, HERET(will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and Liabilities ----- [[6409592]] become absolute and matured;
OF ANY and (iv) each of the Company and its Subsidiaries, in each case on a consolidated basis, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is PREnow conducted and is proposed to be conducted following the Delayed Draw Funding Date. In making the foregoing certifications, the undersigned has reviewed the Agreement and such other documents deemed Acrelevant and made such other investigations and inquiries as the undersigned has deemed appropriate, to enable the undersigned to execute this Solvency Certificate on behalf of the Company. -----
----- [[6409592]] IN WITNESS WHEREOF, the undersigned has caused this Solvency Certificate to be executed as of the date first set forth above. By: Name: Title: -----
----- [[6409592]] EXHIBIT A Amended Credit Agreement [Attached] -----
V----- EXHIBIT A [[6410812]] AMENDED AND RESTATED CREDIT AGREEMENT dated Servas of April 1, 2021, among TEREX CORPORATION, CERTAIN OF ITS SUBSIDIARIES, THE LENDERS AND pISSUING BANKS NAMED HEREIN and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative MarAgent and Collateral Agent CREDIT SUISSE LOAN FUNDING LLC and BARCLAYS BANK --PLC, as Joint Lead Arrangers and Joint Bookrunners, and BANK OF AMERICA, N.A., BNP PARIBAS, HSBC rSECURITIES (USA) INC., JPMORGAN CHASE BANK, N.A., MIZUHO BANK, LTD. and SANTANDER BANK, N.A., and as Joint Bookrunners ----- [CS&M Ref. No. 7865-265]
FedeNOTICE TO EUROPEAN BORROWER: Under the Irish Credit Reporting Act 2013, lenders are required to provide personal and credit information for credit applications and credit agreements of 500 and above to the Irish Central Credit Register. This information will be held on the Irish Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements. [[6410812]] -----
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RESTATED CREDIT AGREEMENT dated as of April 1, 2021 (this "Agreement"), among TEREX CORPORATION,
b a Delaware corporation ("Terex"), NEW TEREX HOLDINGS UK LIMITED, with company number 02962659, a
express llimited company organized under the laws of England (the "U.K. Borrower"), TEREX INTERNATIONAL
FINANCIAL SERVICES COMPANY UNLIMITED COMPANY, with company number 327184, a company organized
S under the laws of Ireland (the "European Borrower"), and TEREX AUSTRALIA PTY LTD (ACN 010 671 048), a
term or company organized under the laws of Australia and registered in Queensland, Australia (the "Australian
no "lBorrower"), the Lenders (as defined in Article I), the Issuing Banks (as defined in Article I) and, UBS AG
occ CAYMAN ISLANDS BRANCH, as successor administrative agent to CREDIT SUISSE AG, CAYMAN ISLANDS
b BRANCH, as administrative agent (in such capacity, the "Administrative Agent") and as UBS AG, STAMFORD
BRANCH, as successor collateral agent to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (in such capacity,
inc the "Collateral Agent") for the Lenders. The parties hereto agree as follows: **ARTICLE I Definitions SECTION**

1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

consol "ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans
comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Accepting Lenders" shall have the meaning assigned to such term in Section 2.30(a). "Acquired
Indebtedness" shall mean Indebtedness of a person or any of its subsidiaries (the "Acquired Person") (a)
existing at the time such person becomes a Restricted Subsidiary of Terex or at the time it merges or
consolidates with Terex or any of its Restricted Subsidiaries or (b) assumed in connection with the acquisition
of assets from such person; provided in each case that (i) such Indebtedness was not created in
contemplation of such acquisition, merger or consolidation and (ii) such acquisition, merger or consolidation
is otherwise permitted under this Agreement. "Acquired Person" shall have the meaning assigned to such
term in the definition of the term "Acquired Indebtedness". "Additional L/C Exposure" shall mean at any time
the sum of (a) the aggregate undrawn amount of all outstanding Additional Letters of Credit denominated in
dollars at such time, (b) ----- the Dollar Equivalent of the

aggregate undrawn amount of all outstanding Additional Letters of Credit denominated in any currency other
than dollars at such time, (c) the aggregate principal amount of all disbursements in respect of Additional
Letters of Credit denominated in dollars that have not yet been reimbursed at such time and (d) the Dollar
Equivalent of the aggregate principal amount of all disbursements in respect of Additional Letters of Credit
denominated in any currency other than dollars that have not yet been reimbursed at such time. "Additional
L/C Facility" shall mean any facility entered into by Terex, one or more of the Subsidiary Borrowers and one or
more Additional L/C Issuing Banks from time to time that shall have as its sole purpose the issuance of letters
of credit or bank guarantees (or both, as the case may be) to be used by Terex and one or more of the
Subsidiary Borrowers (including to support the business activities of one or more Restricted Subsidiaries) in
the ordinary course of business and that shall require prompt reimbursement upon any funding of any such
letter of credit or bank guarantee, as the case may be. "Additional L/C Issuing Bank" shall mean any Lender (or

Affiliate of a Lender) that shall issue Additional Letters of Credit pursuant to an Additional L/C Facility.

"Additional Letter of Credit" shall mean each letter of credit or bank guarantee issued pursuant to an Additional L/C Facility. "Additional Subordinated Notes" shall mean subordinated notes issued from time to time by any Loan Party, or assumed by any Loan Party in connection with a Permitted Acquisition, after the Restatement Effective Date; provided that (a) such subordinated notes do not require any scheduled payment of principal prior to a date that is 12 months after the Latest Maturity Date (in effect on the date of issuance of such Additional Subordinated Notes) and (b) the subordination provisions thereof are no less favorable to the Lenders than the analogous provisions of the indenture dated as of July 20, 2007, among Terex, the guarantors identified therein and HSBC Bank USA, National Association, as trustee, pursuant to which Terex's 4% Convertible Senior Subordinated Notes due June 1, 2015 were issued. "Administrative Agent" shall have the meaning assigned to such term in the introductory paragraph to this Agreement. "Administrative Agent Fees" shall have the meaning assigned to such term in Section 2.05(b). "Administrative Questionnaire" shall mean an Administrative Questionnaire in the form of Exhibit A, or such other form as shall be supplied by the Administrative Agent. "Affected Class" shall have the meaning assigned to such term in Section 2.30(a). "Affected Financial Institution" shall mean (a) any EEA Financial Institution or (b) any U.K. Financial Institution.

[[6410812]] ----- "Affiliate" shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified. "Agents" shall have the meaning assigned to such term in Article VIII. "Aggregate Australian Dollar Revolving Credit Exposure" shall mean the aggregate amount of the Lenders' Multicurrency Revolving Credit Exposure in respect of Borrowings and Letters of Credit denominated in Australian Dollars. "Aggregate Contract Loan Exposure" shall mean the sum of the U.S. Contract Loan Exposure and the Multicurrency Contract Loan Exposure. "Aggregate Multicurrency Revolving Credit Exposure" shall mean the aggregate amount of the Lenders' Multicurrency Revolving Credit Exposures. "Aggregate Revolving Credit Exposure" shall mean the sum of the Aggregate U.S. Revolving Credit Exposure and the Aggregate Multicurrency Revolving Credit Exposure. "Aggregate U.S. Revolving Credit Exposure" shall mean the aggregate amount of the Lenders' U.S. Revolving Credit Exposures. "Agreement" shall have the meaning assigned to such term in the introductory paragraph to this Agreement. "Agreement Currency" shall have the meaning assigned to such term in Section 9.16(b). "Alternate Base Rate" shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate (or in the case of a Dollar Loan to a Subsidiary Borrower, the applicable U.S. Base Rate) in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate or Term SOFR for any reason, the Alternate Base Rate shall be determined without regard to clause (b) or (c), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. The term "Prime Rate" shall mean the rate of interest per annum determined from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City and notified to the Borrowers. The term "Federal Funds Effective Rate" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York. Any change in the Alternate Base Rate due to a change in the Prime Rate, the U.S. Base Rate, the Federal Funds Effective Rate or Term SOFR shall be effective on the effective date of such change in the Prime Rate, the U.S. Base Rate, the Federal Funds Effective Rate or Term SOFR, as the case may be. "Alternative Currency" shall mean, (a) with respect to Multicurrency Revolving Loans made to, and Multicurrency Letters of Credit issued for the account of, Terex, the European Borrower or the U.K. Borrower, Pounds, Euro and any other freely available currency or [[6410812]] -----

----- [[6410812]] currencies (other than dollars) from time to time approved by the Administrative Agent, the Multicurrency Swingline Lender, each Lender under the Multicurrency Revolving Facility and the applicable Issuing Bank, as applicable, in each case in its sole discretion, and (b) with respect to Multicurrency Revolving Loans made to, and Multicurrency Letters of Credit issued for the account of, the Australian Borrower, Australian Dollars. "Alternative Currency Benchmark Replacement" shall have the meaning assigned to such term in Section 2.08(h). "Alternative Currency Borrowing" shall mean a Borrowing comprised of Alternative Currency Loans. "Alternative Currency Equivalent" shall mean, on any date of determination, with respect to any amount denominated in dollars in relation to any specified Alternative Currency, the equivalent in such specified Alternative Currency of such amount in dollars, determined by the Administrative Agent pursuant to Section 1.03 using the applicable Exchange Rate then in effect. "Alternative Currency Loan" shall mean any Loan denominated in an Alternative Currency. "Anti-Bribery Laws" shall have the meaning assigned to such term in Section 3.23(c). "Anti-Terrorism Laws" shall have the meaning assigned to such term in Section 3.23(b). "Applicable Creditor" shall have the meaning assigned to such term in Section 9.16(b). "Applicable Credit Rating" shall mean, at any time, the public corporate rating from S&P and the public corporate family rating from Moody's, in each case of Terex at such time. Terex shall promptly inform the Administrative Agent of any change in the Applicable Credit Rating that would result in a change in the Facility Fee. "Applicable Percentage" shall mean, for any day (a) with respect to any U.S. Term Loan or Delayed Draw Term Loan, (i) 2.00% per annum, in the case of a Term SOFR Term Loan, or 1.00% per annum, in the case of an ABR Term Loan, and (b) with respect to any (i) Fixed Rate Revolving Loan, the applicable percentage set forth below under the caption "Fixed Rate Spread - Revolving Loans", (ii) ABR Revolving Loan, the applicable percentage set forth below under the caption "ABR Spread - Revolving Loans", and (iii) SONIA Rate Loan, the applicable percentage set forth below under the caption "SONIA Rate Spread - Revolving Loans", in each case based upon the Consolidated Leverage Ratio as of the relevant date of determination: 1.25% SONIA Rate Spread - Revolving Loans 2.2826% Fixed Rate Spread - Revolving Loans Consolidated Leverage Ratio Category 1 ABR Spread - Revolving Loans 2.25% -----

[[6410812]] Each change in the Applicable Percentage resulting from a change in the Consolidated Leverage Ratio shall be effective with respect to all Revolving Loans, Swingline Loans and Letters of Credit on the date of delivery to the Administrative Agent of the financial statements and certificate required by Section 5.04(a) or (b) and Section 5.04(c), respectively, based upon the Consolidated Leverage Ratio as of the end of the most recent fiscal quarter included in such financial statements so delivered, and shall remain in effect until the date immediately preceding the next date of delivery of such financial statements and certificate indicating another such change. Notwithstanding the foregoing, at any time after the occurrence and during the continuance of an Event of Default, the Consolidated Leverage Ratio shall be deemed to be in Category 1 for purposes of determining the Applicable Percentage. "Asset Sale" shall mean the sale, transfer or other disposition (by way of merger or otherwise and including by way of a Sale and Leaseback) by any Borrower or any Restricted Subsidiary to any person other than any Borrower or any Guarantor of (a) any Equity Interests of any Subsidiary (other than directors' qualifying shares) or (b) any other assets of any Borrower or any Restricted Subsidiary (other than (i) (x) inventory, excess, damaged, obsolete or worn out assets, scrap, Permitted Investments, accounts receivable and/or letters of credit supporting accounts receivable issued to Terex or any Restricted Subsidiary, (y) loans, leases, chattel paper, receivables and other obligations held by Terex Financial Services, in the case of each of (x) and (y), disposed of in the ordinary course of business and, in the case of accounts receivable, consistent with past practice, and (z) sales, transfers or other dispositions constituting investments permitted by Section 6.04(l) and (ii) sales, transfers or other distributions between or among Restricted Subsidiaries which are not Loan Parties); provided that any sale, transfer or other disposition described in clause (a) or (b) above, in each case having a value not in excess of \$15,000,000, shall

be deemed not to be an "Asset Sale" for purposes of this Agreement; and provided, further, that, without limiting the generality of the foregoing and any rights that exist as a result thereof with respect to the sale of accounts receivable, the sale of Program Receivables pursuant to any Receivables Program shall be deemed not to be an "Asset Sale" for the purposes of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the sale to a third party of any loans or leases made to customers by Terex and/or the Restricted Subsidiaries as described in Section 6.04(r) shall be deemed not to be an "Asset Sale" for purposes of this Agreement. Category 3 Less than 2.00 to 1.00 1.75% 2.00% 0.75% 1.7826% 1.00% 2.0326% Greater than or equal to 3.25 to 1.00 Category 2 Greater than or equal to 2.00 to 1.00 but less than 3.25 to 1.00 --

----- "Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee, and accepted by the Administrative Agent, in the form of Exhibit B-1 or such other form as shall be approved by the Administrative Agent. "Australian Borrower" shall have the meaning assigned to such term in the introductory paragraph to this Agreement. "Australian Dollar Sublimit" shall mean \$50,000,000. "Australian Dollars" or "A\$" shall mean the lawful currency of Australia. "Australian Privacy Principles" shall mean the Australian Privacy Principles in Schedule 1 of the Privacy Act 1988 (Cth) of Australia. "Available Tenor" shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof), that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant Section 2.08.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by any applicable Resolution Authority in respect of any liability of any Affected Financial Institution. "Bail-In Legislation" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings. "Bank Bill Rate" shall mean, (a) in relation to an Interest Period for any Fixed Rate Loan denominated in Australian Dollars, the Australian Bank Bill Swap Reference Rate (Bid) administered by the ASX Benchmarks Pty Limited (or any other person which takes over the administration of that rate) for a term equivalent to such Interest Period and displayed on page BBSY of the Reuters Screen (or its successor or equivalent page) (the "BBSY Screen Rate") at or about 11:00 a.m. (Sydney time) on the first day of such Interest Period (but if such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Australian Borrower), (b) if the rate described in sub-paragraph (a) above is not available, the sum of (i) the Australian Bank Bill Swap Reference Rate administered by ASX Benchmarks Pty Limited (or any other person which takes over the administration of that rate) for the relevant period displayed on page BBSW of the Reuters Screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in [[6410812]] --

----- place of Thomson Reuters. If such page or service ceases to be available the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Borrowers, and (ii) 0.05 per annum, and (c) to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the "Bank Bill Rate" shall be the Interpolated Rate. Rates will be expressed as a yield percent per annum to maturity and rounded up, if necessary, to the nearest two decimal places. Notwithstanding the foregoing, if the Bank Bill Rate, determined

as provided above, would otherwise be less than zero, then the Bank Bill Rate will be deemed to be zero. "Benchmark" shall mean (w) with respect to Loans denominated in dollars, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark with respect to Loans denominated in dollars, then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08 (the Term SOFR Reference Rate or such Benchmark Replacement, the "USD Benchmark"), (x) with respect to Loans denominated in Pounds, Daily Simple SONIA, (y) with respect to Loans denominated in Euro, the EURIBO Rate and (z) with respect to Loans denominated in Australian Dollars, the Bank Bill Rate. "Benchmark Replacement" shall mean, with respect to any Benchmark Transition Event for the then-current USD Benchmark, the first alternative rate set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date: (a) Daily Simple SOFR; and (b) the sum of (i) the alternate benchmark rate that has been selected by the Administrative Agent and Terex as the replacement for such Benchmark giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment. If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents. "Benchmark Replacement Adjustment" shall mean, with respect to any replacement of the then-current USD Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and Terex giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the [6410812] ----- replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time. "Benchmark Replacement Conforming Changes" shall mean, with respect to the use or administration of Term SOFR or the administration, adoption or implementation of any Benchmark Replacement or Alternative Currency Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate", the definition of "Business Day", the definition of "U.S. Government Securities Business Day," the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such rate and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents). "Benchmark Replacement Date" shall mean, with respect to any Benchmark, the earliest to occur of the following events with respect to the then-current Benchmark: (a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event",

the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof), permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or (b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date. For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof). [[6410812]] -----

"Benchmark Transition Event" shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark: (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component), or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); and/or (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative. For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof). "Benchmark Unavailability Period" shall mean the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with

Section 2.08 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.08.

[[6410812]] ----- "Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan". "BHC Act Affiliate" of a party shall mean an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party. "Board" shall mean the Board of Governors of the Federal Reserve System of the United States of America. "Borrower DTTP Filing" shall mean an HM Revenue & Customs' Form DTTP2 duly completed and filed by the U.K. Borrower which: (i) where it relates to a U.K. Treaty Lender that is a Lender on the day on which this Agreement is entered into, contains the scheme reference number and jurisdiction of tax residence stated below that U.K. Treaty Lender's name on its signature page to this Agreement and is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or (ii) where it relates to a U.K. Treaty Lender that is a New Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the relevant Assignment and Acceptance and is filed with HM Revenue & Customs within 30 days of that date. "Borrower Purchase Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and Terex, and accepted by the Administrative Agent, in the form of Exhibit B-2 or such other form as shall be approved by the Administrative Agent. "Borrowers" shall mean, collectively, Terex and the Subsidiary Borrowers. "Borrowing" shall mean a group of Loans of a single Type made by the Lenders on a single date and, in the case of a Eurocurrency Borrowing or a Term SOFR Borrowing, as to which a single Interest Period is in effect. "Borrowing Minimum" shall mean \$2,500,000, A\$2,500,000, 2,000,000, 2,000,000 or, in the case of any other Alternative Currency, such amount as may be reasonably specified by the Administrative Agent. "Borrowing Multiple" shall mean \$100,000, A\$100,000, 100,000, 100,000 or, in the case of any other Alternative Currency, such amount as may be reasonably specified by the Administrative Agent. "Borrowing Request" shall mean a request by any Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C. [[6410812]] -----

----- "Borrowing Subsidiary Agreement" shall mean a Borrowing Subsidiary Agreement substantially in the form of Exhibit J-1, or such other form as shall be acceptable to Terex and the Administrative Agent. "Borrowing Subsidiary Termination" shall mean a Borrowing Subsidiary Termination substantially in the form of Exhibit J-2, or such other form as shall be acceptable to Terex and the Administrative Agent. "Business Day" shall mean any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close; provided, however, that (i) when used in connection with a Term SOFR Loan, the term "Business Day" shall exclude any day that is not a U.S. Government Securities Business Day, (ii) when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day that is not a Target Day, (iii) when use in connection with any SONIA Rate Loan, the term "Business Day" shall also exclude any day on which banks are closed for general business in London and (iv) when used in connection with any Calculation Date or determining any date on which any amount is to be paid or made available in an Alternative Currency other than Euro, the term "Business Day" shall also exclude any day on which commercial banks and foreign exchange markets are not open for business in the principal financial center in the country of such Alternative Currency. "Calculation Date" shall mean (a) the date of delivery of each Borrowing Request, (b) the date of issuance, extension or renewal of any Letter of Credit, (c) the date of conversion or continuation of any Borrowing pursuant to Section 2.10 or (d) such additional dates as the Administrative Agent or the Required Lenders shall specify. "Capital Lease Obligations" of any person shall mean the obligations of such person to pay rent or other

amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP. "Casualty" shall have the meaning assigned to such term in the Mortgages. "Casualty Proceeds" shall have the meaning assigned to such term in the Mortgages. "CFC" shall mean (a) any person that is a "controlled foreign corporation", as defined in Section 957(a) of the Code, or (b) any subsidiary of any such person. A "Change in Control" shall be deemed to have occurred if (a) any person or group (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 as in effect on the Restatement Effective Date) shall own directly or indirectly, beneficially or of record, shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Terex; (b) a majority of the seats (other than vacant seats) on the board of directors of Terex shall at any time be occupied by persons who were neither (i) nominated or approved by the board of directors of Terex or the nomination committee thereof, nor (ii) appointed by directors so nominated or approved; (c) any change in control (or similar event, however denominated) with respect to Terex or any of its Restricted Subsidiaries [[6410812]] ----- shall occur under and as defined in any indenture or agreement in respect of Indebtedness in an outstanding principal amount in excess of \$50,000,000 to which Terex or any of its Restricted Subsidiaries is a party; or (d) any person or group shall otherwise directly or indirectly Control Terex. "Change in Law" shall mean (a) the adoption of any law, rule or regulation after the Restatement Effective Date, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Restatement Effective Date or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Sections 2.14 and 2.15, by any lending office of such Lender or by such Lender's or Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Restatement Effective Date; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, and (iii) any law or regulation that implements or applies Basel III Standards (including the Capital Requirement Regulation (EU) no. 575/2013 dated 26 June 2013 and the Capital Requirement Directive 2013/36/EU dated 26 June 2013, in each case, as amended (including, in each case, as such law forms a part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended, including without limitation, by the European Union (Withdrawal Agreement) Act 2020))), shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued; provided, further that, solely for purposes of determining whether a Change in Law has occurred under this Agreement with respect to any U.S. Term Lender, each reference in this definition to the Restatement Effective Date shall be deemed to refer to the Original Closing Date. "Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Multicurrency Revolving Loans, U.S. Revolving Loans, U.S. Term Loans, Delayed Draw Term Loans, Multicurrency Swingline Loans, U.S. Swingline Loans, Incremental Term Loans, Refinancing Term Loans or Refinancing Revolving Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Multicurrency Revolving Credit Commitment, U.S. Revolving Credit Commitment, U.S. Term Loan Commitment, Delayed Draw Term Loan Commitment, Multicurrency Swingline Commitment, U.S. Swingline Commitment, Incremental Term Loan Commitment, Refinancing Term Loan Commitment or Refinancing Revolving Commitment. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. "Collateral" shall mean all the "Collateral" as defined in

any Security Document and shall also include the Mortgaged Properties; provided that the term Collateral shall exclude any voting Equity Interests in any Non-U.S. Subsidiary, CFC or Foreign Subsidiary Holdco, in each case in excess of 65% of the total combined voting power of such Non-U.S. Subsidiary, such CFC or such Foreign Subsidiary Holdco. For the avoidance of doubt, the assets of Excluded Subsidiaries shall not constitute "Collateral". [[6410812]] ----- "Collateral Agent" shall have the meaning assigned to such term in the introductory paragraph to this Agreement. "Commitment" shall mean, with respect to any Lender, such Lender's Multicurrency Revolving Credit Commitment, U.S. Revolving Credit Commitment, U.S. Term Loan Commitment, Delayed Draw Term Loan Commitment, Multicurrency Swingline Commitment, U.S. Swingline Commitment and Incremental Term Loan Commitment (if any). "Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. (s) 1 et seq.), as amended from time to time, and any successor statute. "Condemnation" shall have the meaning assigned to such term in the Mortgages. "Condemnation Proceeds" shall have the meaning assigned to such term in the Mortgages. "Connection Income Taxes" shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes. "Consolidated Capital Expenditures" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or other consideration or accrued as a liability) by Terex or any of its Restricted Subsidiaries during such period that, in accordance with GAAP, are or should be included in "additions to property, plant and equipment" or similar items reflected in the consolidated statement of cash flows of Terex and the Restricted Subsidiaries for such period (including the amount of assets leased by incurring any Capital Lease Obligation or Synthetic Lease Obligation); provided that expenditures for Permitted Acquisitions shall not constitute Consolidated Capital Expenditures. "Consolidated Current Assets" shall mean, as of any date of determination, the total assets that would properly be classified as current assets (other than cash and cash equivalents) of Terex and its Restricted Subsidiaries as of such date, determined on a consolidated basis in accordance with GAAP. "Consolidated Current Liabilities" shall mean, as of any date of determination, the total liabilities (other than, without duplication, (a) the current portion of long-term Indebtedness and (b) outstanding Revolving Loans and Swingline Loans) that would properly be classified as current liabilities of Terex and its Restricted Subsidiaries as of such date, determined on a consolidated basis in accordance with GAAP. "Consolidated EBITDA" shall mean, for any period, Consolidated Net Income for such period, plus, without duplication and to the extent deducted from revenues in determining Consolidated Net Income for such period, the sum of (a) the aggregate amount of Consolidated Interest Expense for such period, (b) the aggregate amount of letter of credit fees paid during such period, (c) the aggregate amount of income and franchise tax expense for such period, (d) all amounts attributable to depreciation and amortization for such period, (e) all non-recurring non-cash charges during such period, (f) all non-cash adjustments made to translate foreign assets and liabilities for changes in foreign exchange rates made in accordance with ASC 830 [[6410812]] ----- and (g) the aggregate amount of all non-cash compensation charges incurred during such period arising from the grant or issuance of Equity Interests, stock options or other equity awards, and minus, without duplication and to the extent added to revenues in determining Consolidated Net Income for such period, (i) all non-recurring non-cash gains during such period and (ii) all non-cash adjustments made to translate foreign assets and liabilities for changes in foreign exchange rates made in accordance with ASC 830, all as determined on a consolidated basis with respect to Terex and its Restricted Subsidiaries in accordance with GAAP. "Consolidated Interest Expense" of Terex and its Restricted Subsidiaries shall mean, for any period, interest expense of Terex and its Restricted Subsidiaries for such period, net of interest income, included in the determination of Consolidated Net Income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by Terex and its Restricted Subsidiaries under Interest Rate Protection Agreements. "Consolidated Leverage

Ratio" shall mean, as of any date of determination, the ratio of (a) Total Debt on such date to (b) Consolidated EBITDA for the most recent period of four consecutive fiscal quarters ended on or prior to such date; provided that to the extent any Permitted Acquisition or Significant Asset Sale has occurred during the most recent period of four consecutive fiscal quarters (or after the end of such period but on or prior to the date of such determination), Consolidated EBITDA shall be determined for such period of four consecutive fiscal quarters on a pro forma basis for such occurrences in accordance with Section 1.05. "Consolidated Net Income" shall mean, for any period, the sum of net income (or loss) for such period of Terex and its Restricted Subsidiaries on a consolidated basis determined in accordance with GAAP, but excluding: (a) any income (or loss) of any person if such person is not a Restricted Subsidiary, except that Terex's equity in the net income of any such person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such person during such period to Terex or a Restricted Subsidiary as a dividend or other distribution; (b) the income (or loss) of any person accrued prior to the date it became a Restricted Subsidiary of Terex or is merged into or consolidated with Terex or such person's assets are acquired by Terex or any of its Restricted Subsidiaries; (c) non-recurring gains (or losses) during such period; and (d) the income of any Restricted Subsidiary that is not a Loan Party to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of that income is prohibited by operation of the terms of its charter or any agreement, instrument, judgment, decree, statute, rule or governmental regulation applicable to such Restricted Subsidiary. "Contract Loan Commitment" shall mean a U.S. Contract Loan Commitment or a Multicurrency Contract Loan Commitment. "Contract Loan Facility" shall mean any bilateral credit facility entered into by a Borrower and a Revolving Credit Lender that complies with the requirements of Section 2.29 pursuant to which such Revolving Credit Lender agrees to make Contract Loans available to such Borrower. [[6410812]] ----- "Contract Loan Revolving Lender" shall have the meaning assigned to such term in Section 9.19. "Contract Loans" shall mean the loans made by a Revolving Credit Lender pursuant to one or more Contract Loan Facilities. A Contract Loan shall be a "U.S. Contract Loan" if deemed to utilize the U.S. Revolving Credit Commitments and shall be a "Multicurrency Contract Loan" if deemed to utilize the Multicurrency Revolving Credit Commitments. "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto. "Covered Entity" shall mean any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. (s) 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. (s) 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. (s) 382.2(b). "Credit Event" shall have the meaning assigned to such term in Section 4.02. "CTA" shall mean the United Kingdom's Corporation Tax Act 2009. "Daily Simple SOFR" shall mean, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion. "Daily Simple SONIA" shall mean, for any day, an interest rate per annum equal to SONIA for the day that is five Business Days prior to (a) if such day is a Business Day, such day or (b) if such day is not a Business Day, the Business Day immediately preceding such day; provided that if such rate as determined above is less than zero, such rate shall be deemed to be zero. Any change in Daily Simple SONIA due to a change in SONIA shall be effective from and including the effective date of such change in SONIA without notice to the Borrowers. "Default" shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

"Defaulting Lender" shall mean any Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit or Swingline Loans within three Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) notified any Borrower, the Administrative Agent, the Issuing [[6410812]] ----- Bank, the Multicurrency Swingline Lender, the U.S. Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit, unless such writing or public statement indicates that such position is based on such Lender's good-faith determination that a condition precedent to funding (specifically identified, including, if applicable, by reference to a specific Default) has not been satisfied, (c) failed, within three Business Days after written request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans; provided that any such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount (other than a de minimis amount) required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, (e) (i) has been adjudicated as, or determined by any Governmental Authority having regulatory authority over such person or its assets to be, insolvent or has a parent company that has been adjudicated as, or determined by any Governmental Authority having regulatory authority over such person or its assets to be, insolvent or (ii) become the subject of a bankruptcy, examinership, administration or insolvency proceeding, or has had a receiver, examiner, conservator, trustee, administrator, assignee for the benefit of creditors or similar person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy, examinership or insolvency proceeding, or has had a receiver, examiner, conservator, trustee, administrator, assignee for the benefit of creditors or similar person charged with reorganization or liquidation of its business or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachments on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (f) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action. "Default Right" shall have the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. (s)(s) 252.81, 47.2 or 382.1, as applicable. "Delayed Draw Funding Date" shall have the meaning assigned to such term in the July 2024 Incremental Assumption and Amendment Agreement. "Delayed Draw Term Lender" shall mean a Lender with a Delayed Draw Term Loan Commitment or an outstanding Delayed Draw Term Loan. "Delayed Draw Term Loan Commitment" shall mean, as to each Lender, its obligation to make a Delayed Draw Term Loan to Terex on the Delayed Draw Funding [[6410812]] ----- Date pursuant to the July 2024 Incremental Assumption and Amendment Agreement, expressed as an amount representing the maximum principal amount of such

Lender's Delayed Draw Term Loan to be made by such Lender, as such amount is set forth opposite such Lender's name on Schedule I to the July 2024 Incremental Assumption and Amendment Agreement or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate amount of the Lenders' Delayed Draw Term Loan Commitments as of the July 2024 Amendment Effective Date is \$455,000,000. "Delayed Draw Term Loan" shall have the meaning assigned to such term in the July 2024 Incremental Assumption and Amendment Agreement. "Delayed Draw Term Loan Repayment Date" shall have the meaning assigned to such term in Section 2.11(a). "Disqualified Equity Interests" shall mean any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the date that is 91 days following the Latest Maturity Date at the time of the issuance of such Equity Interest; provided, however, that (a) any class of Equity Interests of any Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Qualified Equity Interests shall not be deemed to be Disqualified Equity Interests and (b) Equity Interests will not constitute Disqualified Equity Interests solely because of provisions giving holders thereof the right to require repurchase or redemption upon a change in control occurring prior to such date; or (ii) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (a) Indebtedness or (b) any Equity Interest referred to in clause (i) above, in each case at any time prior to the date that is 91 days following the Latest Maturity Date at the time of the issuance of such Equity Interest. "Dollar Borrowing" shall mean a Borrowing comprised of Dollar Loans. "Dollar Equivalent" shall mean, on any date of determination, with respect to any amount denominated in any currency other than dollars, the equivalent in dollars of such amount, determined by the Administrative Agent pursuant to Section 1.03 using the applicable Exchange Rate with respect to such currency at the time in effect. "Dollar Loan" shall mean a Loan denominated in dollars. Dollar Loans may be Dollar Revolving Loans or Dollar Term Loans. "dollars" or "\$" shall mean lawful money of the United States of America. "EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established [6410812] ----- in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent. "EEA Member Country" shall mean any member state of the European Union, Iceland, Liechtenstein and Norway. "EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution. "ECF Period" shall mean the period from July 1 to June 30 of each year, beginning with the period commencing on July 1, 2017. "Engagement Letter" shall mean that certain Engagement Letter dated March 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time), between Credit Suisse Loan Funding LLC and Terex. "environment" shall mean ambient air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, the workplace or as otherwise defined in any Environmental Law. "Environmental Claim" shall mean any written notice of violation, claim, demand, order, directive, cost recovery action or other cause of action by, or on behalf of, any Governmental Authority or any person for damages, injunctive or equitable relief, personal injury (including sickness, disease or death), Remedial Action costs, tangible or intangible property damage, natural resource damages, nuisance, pollution, any adverse effect on the environment caused by any Hazardous Material, or for

fines, penalties or restrictions, resulting from or based upon (a) the existence, or the continuation of the existence, of a Release (including sudden or non-sudden, accidental or non-accidental Releases), (b) exposure to any Hazardous Material, (c) the presence, use, handling, transportation, storage, treatment or disposal of any Hazardous Material or (d) the violation or alleged violation of any Environmental Law or Environmental Permit. "Environmental Law" shall mean any and all applicable present and future treaties, laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the presence, management, Release or threatened Release of any hazardous or toxic material or to health and safety matters. "Environmental Permit" shall mean any permit, approval, authorization, certificate, license, variance, filing or permission required by or from any Governmental Authority pursuant to any Environmental Law. "Equipment Loans" shall have the meaning assigned to such term in Section 6.04(r). "Equipment Receivables" shall mean all rental fleet equipment, loans secured by equipment, leases or rental agreements (whether now existing or arising in the future) of Terex [[6410812]] ----- or any of the Restricted Subsidiaries, and any assets related thereto including all instruments, chattel paper or general intangibles relating thereto, all payments and other rights under insurance policies or warranties related thereto, all disposition proceeds received upon sale thereof, all rights under manufacturers' repurchase programs or guaranteed depreciation programs relating thereto, all credit enhancements related thereto, all leases, loans or rental agreements related thereto, all collateral securing such assets, all contracts and all guarantees or other obligations in respect of such assets, proceeds of such assets and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions or similar transactions involving such assets. "Equity Interests" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any person. "EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time. "ERISA Affiliate" shall mean any trade or business (whether or not incorporated) that, together with Terex, is treated as a single employer under Section 414(b) or (c) of the Code, or solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code. "ERISA Event" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan; (b) the adoption of any amendment to a Plan that would require the provision of security pursuant to Section 401(a)(29) of the Code; (c) the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, whether or not waived, under any Plan; (d) the filing of an application for a waiver of the minimum funding standard with respect to any Plan; (e) the incurrence of any liability under Title IV of ERISA with respect to the termination of any Plan or the incurrence of Withdrawal Liability by Terex or any of its ERISA Affiliates from any Multiemployer Plan; (f) the receipt by Terex or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to the intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the receipt by Terex or any ERISA Affiliate of any notice concerning a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA, or is in an endangered, critical and declining, or critical status, within the meaning of Section 305 of ERISA; (h) the occurrence of a "prohibited transaction" with respect to which Terex or any of its Subsidiaries is a "disqualified person" (within the meaning of Section 4975 of the Code) or with respect to which Terex or any such Subsidiary could otherwise be liable; (i) the incurrence of any other liability by Terex or any of its ERISA Affiliates to the PBGC or to any Plan or any trust established under Title IV of ERISA; and (j) any Non-U.S. Benefit Event. [[6410812]] -----

----- "Erroneous Payment" has the meaning assigned to it in Article VIII. "Erroneous Payment Return Deficiency" has the meaning assigned to it in Article VIII. "Erroneous Payment Subrogation Rights" has the meaning assigned to it in Article VIII. "EURIBO Rate" shall mean, with respect to any Eurocurrency Borrowing denominated in Euro for any Interest Period, the rate per annum equal to the euro interbank offered rate administered by the European Money Markets Institute on Reuters Screen EURIBOR01 (or another commercially available source providing quotations of such rate as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Target Days prior to the commencement of such Interest Period, for deposits in Euro (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided that if such rate is not available at such time for any reason, then the "EURIBO Rate" for such Interest Period shall be the Interpolated Rate. Notwithstanding the foregoing, (i) except to the extent otherwise provided in the applicable Incremental Assumption Agreement, the "EURIBO Rate" in respect of any Interest Period applicable to any Term Borrowings will be deemed to be 0.75% per annum if the EURIBO Rate for such Interest Period calculated pursuant to the foregoing provisions would otherwise be less than 0.75% per annum and (ii) if the EURIBO Rate applicable to any Revolving Loan for any Interest Period, determined as provided above, would otherwise be less than zero, then the EURIBO Rate applicable to such Revolving Loan for such Interest Period will be deemed to be zero. "Euro" or "€" shall mean the single currency of the European Union as constituted by the Treaty on European Union as adopted as lawful currency by certain member states under legislation of the European Union for European Monetary Union. "Eurocurrency", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the EURIBO Rate. "European Borrower" shall have the meaning assigned to such term in the introductory paragraph to this Agreement. Notwithstanding the foregoing, for purposes of Sections 2.20 and 2.32, the term "European Borrower" shall include any other Borrower under this Agreement that is organized under Irish law or any of whose payments under any Loan Document would otherwise be treated as having an Irish source for Irish tax purposes. "Event of Default" shall have the meaning assigned to such term in Article VII. "Excess Cash Flow" shall mean, for any ECF Period, the excess of (a) the sum, without duplication, of (i) Consolidated EBITDA for such ECF Period, (ii) extraordinary or non-recurring cash receipts of Terex and its Restricted Subsidiaries, if any, during such ECF Period and not included in Consolidated EBITDA and (iii) reductions to non-cash working capital of Terex and its Restricted Subsidiaries for such ECF Period (i.e., the decrease, if any, in Consolidated Current Assets minus Consolidated Current Liabilities from the beginning to the end of such ECF Period), over (b) the sum, without duplication, of (i) the amount of any cash income taxes payable by Terex and its Restricted Subsidiaries with respect to such ECF Period, [[6410812]] -----
----- (ii) cash interest paid by Terex and its Restricted Subsidiaries during such ECF Period, (iii) Consolidated Capital Expenditures committed or made in cash during such ECF Period (and not deducted from Excess Cash Flow in any prior year), (iv) scheduled principal repayments of Indebtedness made by Terex and its Restricted Subsidiaries during such ECF Period, (v) optional prepayments of the principal of Term Loans (other than (i) Voluntary Prepayments and (ii) prepayments made pursuant to Section 9.04(l)) and reductions of Revolving Credit Commitments during such ECF Period, but only to the extent that such prepayments and reductions do not occur in connection with a refinancing of all or any portion of the Loans, (vi) extraordinary or non-recurring expenses and losses to the extent paid in cash by Terex and its Restricted Subsidiaries, if any, during such ECF Period and not included in Consolidated EBITDA and (vii) additions to non-cash working capital for such ECF Period (i.e., the increase, if any, in Consolidated Current Assets minus Consolidated Current Liabilities from the beginning to the end of such ECF Period); provided that, to the extent otherwise included therein, the Net Cash Proceeds of Asset Sales and the net cash proceeds of equity issuances by Terex or any of its Subsidiaries shall be excluded from the calculation of Excess Cash Flow.

"Exchange Rate" shall mean, on any day, with respect to any currency other than dollars (for purposes of determining the Dollar Equivalent) or any Alternative Currency (for purposes of determining the Alternative Currency Equivalent with respect to such Alternative Currency), the rate at which such currency may be exchanged into dollars or the applicable Alternative Currency, as the case may be, as set forth at approximately 11:00 a.m., New York City time, on such date on the applicable Bloomberg Key Cross Currency Rates Page. In the event that any such rate does not appear on any Bloomberg Key Cross Currency Rates Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates selected by the Administrative Agent for such purpose, or, at the discretion of the Administrative Agent, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., local time in such market, on such date for the purchase of dollars or the applicable Alternative Currency, as the case may be, for delivery two Business Days later; provided that, if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any other reasonable method it deems appropriate to determine such rate, and such determination shall be presumed correct absent manifest error. "Excluded Subsidiary" shall mean (a) each Unrestricted Subsidiary and (b) each Subsidiary that is a CFC or a Foreign Subsidiary Holdco. "Excluded Swap Obligations" shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof). If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal. [[6410812]] -----

----- "Excluded Taxes" shall mean any of the following Taxes imposed on or with respect to, or required to be withheld or deducted from a payment to, the Administrative Agent, any Lender or an Issuing Bank: (i) Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes of the Administrative Agent, any Lender or an Issuing Bank (or any Transferee), in each case (A) imposed by the jurisdiction under the laws of which the Administrative Agent, such Lender or such Issuing Bank (or Transferee) is organized or incorporated, or the jurisdiction in which the Administrative Agent's, such Lender's or such Issuing Bank's (or Transferee's) principal office or applicable lending office is located (or any political subdivision thereof) or (B) that are Other Connection Taxes, (ii) Taxes attributable to such recipient's failure to comply with Section 2.20(f), (iii) in the case of a Lender or Issuing Bank (or Transferee thereof), Taxes imposed by a Governmental Authority in the United States, the United Kingdom, Ireland or Australia, in each case on amounts payable to or for the account of such Lender or Issuing Bank (or Transferee thereof) with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (x) such Lender or Issuing Bank (or Transferee thereof) acquires such interest in the Loan or Commitment (other than pursuant to an assignment made at the request of any Borrower) or (y) such Lender or Issuing Bank (or Transferee thereof) changes its lending office, except in each case to the extent that pursuant to Section 2.20, amounts with respect to such Taxes were payable either to the assignor of such Lender or Issuing Bank (or Transferee thereof) immediately before such Lender or Issuing Bank (or Transferee thereof) acquired the applicable interest in such Loan or Commitment or to such Lender or Issuing Bank (or Transferee thereof) immediately before it changed its lending office, (iv) Taxes arising under FATCA and (v) in relation to a Loan made to, or a Letter of Credit issued for the account of, the Australian Borrower, Taxes required to be withheld pursuant to a direction under section 255 of the Income Tax Assessment Act 1936 (Cth) or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

"Existing Credit Agreement" shall mean that certain Credit Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof), among Terex, the subsidiaries of Terex party thereto, the lenders and issuing banks party thereto and Credit Suisse AG, as administrative agent and collateral agent. "Existing Letter of Credit" shall mean each letter of credit (a) issued under the Existing Credit Agreement, (b) outstanding on the Restatement Effective Date and (c) listed in Schedule 1.01(c). "Existing Notes" shall mean Terex's 5.625% senior unsecured notes due 2025. "Existing Notes Refinancing" shall mean the redemption, repurchase, repayment or other acquisition for value of the Existing Notes by Terex. "Facility Fee" shall have the meaning assigned to such term in Section 2.05(a). "FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), the Treasury Department's regulations promulgated thereunder and the intergovernmental agreements entered into pursuant thereto (and any law or [[6410812]] ----- regulation pursuant to, or in respect of, such intergovernmental agreements) and any agreement entered into pursuant to Section 1471(b)(1) of the Code. "FATCA Deduction" shall mean a deduction or withholding for a payment under this Agreement required by FATCA. "FCPA" shall have the meaning assigned to such term in Section 3.23(c). "Federal Funds Effective Rate" shall have the meaning assigned to such term in the definition of "Alternate Base Rate". "Fees" shall mean the Facility Fees, the Administrative Agent Fees, the L/C Participation Fees, the Issuing Bank Fees and the U.S. Term Loan Upfront Fees. "Financial Covenant Default" shall have the meaning assigned to such term in paragraph (d) of Article VII. "Financial Officer" of any person shall mean the chief financial officer, a Vice President-Finance, principal accounting officer, Treasurer or Controller of such person and any other officer or similar official thereof responsible for financial matters of such person (or any other person reasonably acceptable to the Administrative Agent). "Finsub" shall mean one or more bankruptcy-remote legal entities that are wholly owned Unrestricted Subsidiaries of Terex organized solely for the purpose of engaging in a Receivables Program. "Fixed Rate", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate, the EURIBO Rate or the Bank Bill Rate. "Floor" shall mean the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the then-applicable Benchmark. "Floor Plan Guarantees" shall mean Guarantees (including but not limited to repurchase or remarketing obligations) by Terex or a Restricted Subsidiary incurred in the ordinary course of business consistent with past practice of Indebtedness incurred by a franchise dealer, or other purchaser or lessor, for the purchase of inventory manufactured or sold by Terex or a Restricted Subsidiary, the proceeds of which Indebtedness is used solely to pay the purchase price of such inventory to such franchise dealer or other purchaser or lessor and any related reasonable fees and expenses (including financing fees); provided, however, that (a) to the extent commercially practicable, the Indebtedness so Guaranteed is secured by a perfected first priority Lien on such inventory in favor of the holder of such Indebtedness and (b) if Terex or such Restricted Subsidiary is required to make payment with respect to such Guarantee, Terex or such Restricted Subsidiary will have the right to receive either (i) title to such inventory, (ii) a valid assignment of a perfected first priority Lien in such inventory or (iii) the net proceeds of any resale of such inventory. [[6410812]] ----- "Foreign Subsidiary Holdco" shall mean any Subsidiary that is a U.S. Person or U.S. Subsidiary and has no material assets other than Equity Interests in one or more CFCs. "Fort Acquisition" shall mean the acquisition by Terex, directly or indirectly, of all of the issued and outstanding equity interests of certain companies and other assets identified to the Delayed Draw Term Lenders prior to the date of the July 2024 Incremental Assumption and Amendment Agreement under the code name "Fort" (such companies, the "Acquired Companies" and, collectively with their respective

subsidiaries and with such assets, the "Acquired Business") pursuant to the Fort Acquisition Agreement. "Fort Acquisition Agreement" shall mean that certain Transaction Agreement, dated as of July 21, 2024, by and between Terex and Dover Corporation, a Delaware corporation. "Fronting Exposure" shall mean, at any time there is a Defaulting Lender, (a) with respect to any Issuing Bank, such Defaulting Lender's applicable Pro Rata Percentage of the outstanding L/C Disbursements with respect to Letters of Credit issued by such Issuing Bank other than L/C Disbursements as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Credit Lenders or cash collateralized in accordance with the terms hereof, (b) with respect to the U.S. Swingline Lender, such Defaulting Lender's applicable Pro Rata Percentage of outstanding applicable U.S. Swingline Loans made by the U.S. Swingline Lender other than U.S. Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other U.S. Revolving Credit Lenders, and (c) with respect to the Multicurrency Swingline Lender, such Defaulting Lender's applicable Pro Rata Percentage of outstanding applicable Multicurrency Swingline Loans made by the Multicurrency Swingline Lender other than Multicurrency Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Multicurrency Revolving Credit Lenders. "GAAP" shall mean generally accepted accounting principles in effect in the United States applied on a consistent basis. "Governmental Authority" shall mean the government of the United States of America, the United Kingdom, Australia, Ireland, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank). "Granting Lender" shall have the meaning assigned to such term in Section 9.04(j). "Guarantee" of or by any person shall mean any obligation, contingent or otherwise, of such person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness **[[6410812]]** ----- of the payment of such Indebtedness or (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; provided, however, that the term "Guarantee" shall not include (i) endorsements for collection or deposit in the ordinary course of business and (ii) Floor Plan Guarantees except to the extent that they appear as debt on the balance sheet of Terex and its consolidated Restricted Subsidiaries. "Guarantee and Collateral Agreement" shall mean the Guarantee and Collateral Agreement dated as of the Original Closing Date, among Terex, the Subsidiaries of Terex party thereto and the Collateral Agent for the benefit of the Secured Parties. "Guarantors" shall mean Terex and the Subsidiary Guarantors. "Hazardous Materials" shall mean all explosive or radioactive materials, substances or wastes, hazardous or toxic materials, substances or wastes, pollutants, solid, liquid or gaseous wastes, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls ("PCBs") or PCB-containing materials or equipment, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law. "Hedging Agreement" shall mean any Interest Rate Protection Agreement or any foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement. "HMRC DT Treaty Passport Scheme" shall mean the HM Revenue & Customs double taxation treaty passport scheme. "Incremental Assumption Agreement" shall mean an Incremental Assumption Agreement in form and substance reasonably satisfactory to the Administrative Agent and Terex, among

Terex, the applicable Borrower, the Administrative Agent and each Incremental Term Lender and/or existing or additional Revolving Credit Lender party thereto. "Incremental Assumption Agreement and Amendment No. 2" shall mean that certain Incremental Assumption Agreement and Amendment No. 2 dated as of February 28, 2018, among Terex, the other Loan Parties party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent. "Incremental Term Lender" shall mean a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan. "Incremental Term Loan Commitment" shall mean the commitment of any Lender, established pursuant to Section 2.27, to make Incremental Term Loans to one or more Borrowers, as applicable. "Incremental Term Loan Maturity Date" shall mean the final maturity date of any Incremental Term Loan, as set forth in the applicable Incremental Assumption Agreement. [[6410812]] -----

----- "Incremental Term Loan Repayment Date" shall mean each date regularly scheduled for the payment of principal of any Incremental Term Loan, as set forth in the applicable Incremental Assumption Agreement. "Incremental Term Loans" shall mean term loans made by one or more Lenders to one or more Borrowers pursuant to Section 2.01(cd). Incremental Term Loans may be made in the form of additional Term Loans of any Class or, to the extent permitted by Section 2.27 and provided for in the relevant Incremental Assumption Agreement, Other Term Loans. "Indebtedness" of any person shall mean, without duplication, (a) all obligations of such person for borrowed money or advances of any kind, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person upon which interest charges are customarily paid, (d) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person, (e) all obligations of such person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such person of Indebtedness of others, (h) all Capital Lease Obligations and Synthetic Lease Obligations of such person, (i) all obligations of such person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements, (j) all obligations of such person as an account party in respect of letters of credit, (k) all obligations of such person as an account party in respect of bankers' acceptances and (l) the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Equity Interests of such person. The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner, to the extent such Indebtedness is recourse to such person either expressly or by operation of law. Notwithstanding the foregoing, obligations of Terex or any Restricted Subsidiary in respect of the sale or purported sale of Retained Recourse Equipment Loans shall only be included as Indebtedness to the extent of the Retained Recourse Amount thereof. "Indemnified Taxes" shall mean Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document. "Ineligible Assignee" shall mean (i) Terex or any Affiliate of Terex (other than as expressly contemplated by Section 9.04(l)), (ii) any natural person (or any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, any natural person), (iii) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof, or (iv) a Person that at the time of such assignment, is the subject of Sanctions. "Information" shall have the meaning assigned to such term in Section 9.17. [[6410812]] -----

"Interest Coverage Ratio" shall mean, for any period, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense for such period payable in cash. "Interest Payment Date" shall mean, with respect to any Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a

part and, in the case of a Term SOFR Borrowing or Eurocurrency Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to any Borrowing, and, in addition, the date of any prepayment of any Fixed Rate Borrowing or conversion of any Term SOFR Borrowing to an ABR Borrowing. "Interest Period" shall mean (a) as to any Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 3 or 6 months thereafter, (b) as to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending seven days thereafter (provided that the Borrowers, collectively, shall not be permitted to elect a seven-day interest period more than one time a month) or on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 3 or 6 months thereafter (or 12 months or less than a month, if agreed to by all applicable Lenders) (and, in the case of an Alternative Currency Borrowing maturing or required to be repaid in less than seven days, the date thereafter requested by the applicable Borrower and agreed to by the Administrative Agent), as the applicable Borrower may elect, (c) as to any ABR Borrowing or any SONIA Rate Borrowing, the period commencing on the date of such Borrowing and ending on the earliest of (i) the next succeeding March 31, June 30, September 30 or December 31, and (ii) the Revolving Credit Maturity Date or the Term Loan Maturity Date, as applicable, and (d) as to any Fixed Rate Borrowing bearing interest by reference to the Bank Bill Rate, the period commencing on the date of such Borrowing and ending on the date (more than 7 but not more than 92 days thereafter) as the Australian Borrower may elect; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period. "Interpolated Rate" shall mean, in relation to the EURIBO Rate or the Bank Bill Rate for any Borrowing, the rate which results from interpolating on a linear basis between: (a) (x) in the case of the EURIBO Rate, the rate appearing on the Reuters screen (or another commercially available source as designated by the Administrative Agent from time to time) for the EURIBO Rate, or (y) in the case of the Bank Bill Rate, the BBSY Screen Rate (or if the BBSY Screen Rate ceases to be available, such other source as the Administrative Agent may specify from time to time after consultation with the Australian Borrower), in each case, for the longest period (for which that rate is available) which is less than the Interest Period for such Borrowing and (b) the rate appearing on such screen or other source, as the case may be, for the shortest period (for which that rate is available) which exceeds the Interest Period for such Borrowing, (x) in the case of the EURIBO Rate, as of approximately 11:00 a.m., London time, two Target Days prior to, or [[6410812]] -----
----- (y) in the case of the Bank Bill Rate, as of approximately 11:00 a.m., Sydney time, on the date of, the commencement of such Interest Period. "Interest Rate Protection Agreement" shall mean any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or similar agreement or arrangement entered into in the ordinary course of business of any Borrower or any Restricted Subsidiary and not solely for speculation. "Irish Companies Act" shall mean the Companies Act 2014 of Ireland. "Irish Loan Party" shall mean any Borrower or Guarantor that is organized under Irish law or any of whose payments under any Loan Document would otherwise be treated as having an Irish source for Irish tax purposes. "Irish Qualifying Jurisdiction" shall mean: (a) a member state of the European Union (other than Ireland); or (b) to the extent not a member state of the European Union, a jurisdiction with which Ireland has entered into an Irish Tax Treaty that either has the force of law by virtue of section 826(1) of the TCA or which will have the force of law on completion of the procedures set out in section 826(1) of the TCA. "Irish Qualifying Lender" shall mean a Lender which at the time the payment of interest on the relevant Loan or Commitment is made, is,

beneficially entitled to the interest payable to that Lender by such Borrower and: (a) which is a bank (within the meaning of Section 246 (1) of the TCA) which is carrying on a bona fide banking business in Ireland (for the purposes of Section 246(3)(a) of the TCA); or (b) which is an authorised credit institution under the terms of Directive 2013/36/EU and has duly established a branch in Ireland having made all necessary notifications to its home state competent authorities required thereunder in relation to its intention to carry on banking business in Ireland and such credit institution is recognised by the Revenue Commissioners in Ireland as carrying on a bona fide banking business in Ireland (for the purposes of Section 246(3) of the TCA); or (c) which is a body corporate: (i) which, by virtue of the law of an Irish Qualifying Jurisdiction, is resident in the Irish Qualifying Jurisdiction for the purposes of tax and where that jurisdiction imposes a tax that generally applies to interest receivable in that jurisdiction, by companies from sources outside that jurisdiction; or (ii) in receipt of interest under this Agreement which: [[6410812]] -----

----- (A) is exempted from the charge to Irish income tax pursuant to the terms of an Irish Tax Treaty in force on the date the relevant interest is paid; or (B) would be exempted from the charge to Irish income tax pursuant to the terms of an Irish Tax Treaty signed on or before the date on which the relevant interest is paid but not in force on that date, assuming that such Irish Tax Treaty had the force of law by virtue of section 826(1) TCA on that date; provided that, in the case of both (i) and (ii) above, such body corporate does not provide its commitment in connection with a trade or business which is carried on in Ireland by it through a branch or agency in Ireland; or (d) which is a company that is incorporated in the U.S. and is taxed in the U.S. on its worldwide income provided that such company does not provide its commitment in connection with a trade or business which is carried on in Ireland by it through a branch or agency in Ireland; or (e) which is a U.S. limited liability company, where the ultimate recipients of the interest payable to that limited liability company satisfy the requirements set out in (c) or (d) above and the business conducted through the limited liability company is so structured for market reasons and not for tax avoidance purposes, provided that such limited liability company does not provide its commitment in connection with a trade or business which is carried on by it, or them, in Ireland through a branch or agency; or (f) which is a body corporate: (i) which advances money in the ordinary course of a trade which includes the lending of money and whose lending office is located in Ireland; and (ii) in whose hands any interest payable under this Agreement is taken into account in computing the trading income of that body corporate; and (iii) which has complied with the notification requirements set out in Section 246(5)(a) of the TCA; or (g) which is a qualifying company (within the meaning of Section 110 of the TCA); or (h) which is an investment undertaking (within the meaning of Section 739B of the TCA); or (i) which is an Irish Treaty Lender; or (j) which is an exempt approved scheme within the meaning of Section 774 of the TCA. "Irish Treaty Lender" shall mean a Lender other than a Lender falling within paragraph (c), (d) or (e) of the definition of Irish Qualifying Lender which is beneficially entitled to the [[6410812]] ----- interest payable to it by such Borrower,

is treated as a resident of an Irish Treaty State for the purposes of an Irish Tax Treaty and does not carry on a business in Ireland through a permanent establishment (as defined in the relevant Irish Tax Treaty) with which that Lender's participation in this Agreement is effectively connected and which, subject to the completion of procedural formalities, such as self-certification forms, is entitled to exemption from Irish tax on interest or income from debt claims under an Irish Tax Treaty. "Irish Treaty State" shall mean a jurisdiction having a double taxation agreement (an "Irish Tax Treaty") with Ireland which is in effect and makes provision for full exemption, or full refund, from tax imposed by Ireland on interest and income from debt claims. "Issuing Bank" shall mean, as the context may require, (a) each Revolving Credit Lender as of the Restatement Effective Date, (b) any Lender that may become an Issuing Bank pursuant to Section 2.23(i) or 2.26, with respect to Letters of Credit issued by such Lender, and (c) with respect to each Existing Letter of Credit, the Lender that issued such Existing Letter of Credit. "Issuing Bank Fees" shall have the meaning assigned to

such term in Section 2.05(c). "ITA" shall mean the United Kingdom's Income Tax Act 2007. "Joint Bookrunners" shall mean, collectively, Credit Suisse Loan Funding LLC and Barclays Bank PLC, in their capacities as joint lead arrangers and joint bookrunners, and Bank of America, N.A., BNP Paribas, HSBC Securities (USA) Inc., JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. And Santander Bank, N.A., in their capacities as joint bookrunners. "Judgment Currency" shall have the meaning assigned to such term in Section 9.16(b). "July 2024 Amendment Effective Date" shall mean the date on which the conditions precedent set forth in Section 5 of the July 2024 Incremental Assumption and Amendment Agreement shall have been satisfied, which date is July 21, 2024. "July 2024 Incremental Assumption and Amendment Agreement" shall mean that certain Incremental Assumption and Amendment Agreement dated as of July 21, 2024, among Terex, the other Loan Parties party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent. "JV Finco" shall mean a special purpose entity, in which Terex or a Restricted Subsidiary owns an Equity Interest, with the balance owned by one or more financial institutions, formed primarily for the purpose of financing purchases by customers of Terex and the Restricted Subsidiaries of goods and services offered by Terex and its Subsidiaries. "Latest Maturity Date" on any date shall mean the latest maturity date applicable on such date to Term Loans (including Incremental Term Loans and Other Term Loans) or Revolving Credit Commitments hereunder. "L/C Commitment" shall mean the commitment of each Issuing Bank to issue Letters of Credit pursuant to Section 2.23. The initial amount of each Issuing Bank's L/C Commitment is set forth on Schedule 2.01 or, if an Issuing Bank has been designated in accordance with Section [[6410812]] ----- 2.23(i) or Section 2.26, is the amount set forth for such Issuing Bank as its L/C Commitment in the Register. "L/C Disbursement" shall mean a payment or disbursement made by an Issuing Bank pursuant to a Letter of Credit. An L/C Disbursement shall be a "U.S. L/C Disbursement" if made in respect of a U.S. Letter of Credit and a "Multicurrency L/C Disbursement" if made in respect of a Multicurrency Letter of Credit. "L/C Exposure" shall mean at any time the sum of (a) the U.S. L/C Exposure and (b) the Multicurrency L/C Exposure. "L/C Participation Fee" shall have the meaning assigned to such term in Section 2.05(c). "Lender Presentation" shall mean the Lender Presentation of Terex used in connection with the syndication of the credit facilities provided for herein. "Lenders" shall mean (a) the financial institutions listed on Schedule 2.01 (other than any such financial institution that has ceased to be a party hereto pursuant to an Assignment and Acceptance) and (b) any financial institution that has become a party hereto pursuant to an Assignment and Acceptance or pursuant to an Incremental Assumption Agreement (including pursuant to the July 2024 Incremental Assumption and Amendment Agreement). Unless the context clearly indicates otherwise, the term "Lenders" shall include the Swingline Lenders. "Letter of Credit" shall mean (a) any letter of credit issued pursuant to Section 2.23 and (b) any Existing Letter of Credit. A Letter of Credit shall be a "U.S. Letter of Credit" if issued or deemed issued under the U.S. Revolving Credit Commitments and shall be a "Multicurrency Letter of Credit" if issued or deemed issued under the Multicurrency Revolving Credit Commitments. "Lien" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities. "Limited Condition Acquisition" shall mean (a) a Permitted Acquisition, including by means of a merger, amalgamation or consolidation, by Terex or one or more of its Restricted Subsidiaries, the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing or in connection with which any fee or expense would be payable by Terex or one or more of its Restricted Subsidiaries to the seller or target in the event financing to consummate the acquisition is not obtained as contemplated by the definitive acquisition agreement and (b) the Fort Acquisition. "Limited Condition

Representations" shall mean the representations and warranties set forth in Sections 3.01 (other than clause (c) thereof), 3.02 (other than clause (b)(iii) thereof), 3.03, 3.11, 3.12, 3.19, 3.22 and 3.23. [[6410812]] -----

----- "Limited Recourse Receivables Financing" shall mean a receivables financing with a customary market structure and with limited or no recourse to any Loan Party or any Restricted Subsidiary, other than through the provision of undertakings that are customary in receivables securitization or receivables financing transactions. A transaction will be considered to be a Limited Recourse Receivables Financing if treated as a true sale of the related receivables for accounting purposes, even if the financing provider has limited or partial recourse to any Loan Party or any Restricted Subsidiary. "Loan Documents" shall mean this Agreement, the Security Documents, each Borrowing Subsidiary Agreement, each Borrowing Subsidiary Termination, each Incremental Assumption Agreement, each Refinancing Facility Agreement and each Loan Modification Agreement. "Loan Modification Agreement" shall mean a loan modification agreement in form and substance reasonably satisfactory to the Administrative Agent, Terex, each applicable Borrower, each applicable Guarantor and one or more Accepting Lenders. "Loan Modification Offer" shall have the meaning assigned to such term in Section 2.30(a). "Loan Parties" shall mean the Borrowers and the Guarantors. "Loans" shall mean the Revolving Loans, the Term Loans and the Swingline Loans. "Local Time" shall mean, in relation to any Borrowing by (a) Terex, New York City time, (b) the U.K. Borrower or the European Borrower, London time, and (c) the Australian Borrower, Melbourne time. "Margin Stock" shall have the meaning assigned to such term in Regulation U. "Material Adverse Effect" shall mean (a) a materially adverse effect on the business, assets, operations, prospects or condition, financial or otherwise, of Terex and the Restricted Subsidiaries, taken as a whole, (b) material impairment of the ability of the Loan Parties to perform their obligations under the Loan Documents or (c) material impairment of the rights of, remedies of or benefits available to the Lenders under any Loan Document. "Material First Tier Non-U.S. Subsidiary" shall mean (a) any Non-U.S. Subsidiary listed on Schedule 1.01(d) and (b) each other first tier Non-U.S. Subsidiary of Terex or a Subsidiary Guarantor which, as of the last day of any fiscal quarter, satisfies either of the following tests: (i) such Non-U.S. Subsidiary's total tangible assets (after intercompany eliminations) exceeds 3% of consolidated total tangible assets of Terex and its Subsidiaries; or (ii) such Non-U.S. Subsidiary's revenue for the last twelve months ending as of the last day of such fiscal quarter exceeds 3% of the revenue for the last twelve months [[6410812]] -----

-- ending as of the last day of such fiscal quarter of Terex and its Subsidiaries, determined on a consolidated basis in accordance with GAAP. "Material Owned Real Property" shall mean real property located in the United States of America which is owned by Terex or a Subsidiary Guarantor with a fair market value in excess of \$10,000,000. "Material U.S. Restricted Subsidiary" shall mean a U.S. Subsidiary (other than an Excluded Subsidiary) that is a Restricted Subsidiary and that either (a) is an obligor (by Guarantee or otherwise) in respect of Indebtedness for borrowed money in an aggregate principal amount in excess of \$25,000,000 at any time outstanding or (b) as of the last day of any fiscal quarter, satisfies either of the following tests: (i) such Subsidiary's total tangible assets (after intercompany eliminations) exceeds 3% of consolidated total tangible assets of Terex and its Subsidiaries; or (ii) such Subsidiary's revenue for the last twelve months ending as of the last day of such fiscal quarter exceeds 3% of the revenue for the last twelve months ending as of the last day of such fiscal quarter of Terex and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided, that, if on the last day of any fiscal quarter of Terex, U.S. Subsidiaries that are Restricted Subsidiaries and that on such date are not otherwise Loan Parties shall in the aggregate have either combined consolidated total tangible assets in excess of 10% of the consolidated total tangible assets of Terex and its Subsidiaries or combined consolidated revenues for the last twelve month period ending on such date in excess of 10% of the consolidated revenues of Terex and its Subsidiaries for such period, in each case on a consolidated basis in accordance with GAAP, then Terex shall promptly cause one or more of such

Subsidiaries to become Loan Parties so that neither of such thresholds is exceeded. Notwithstanding the foregoing, a Specified Subsidiary shall not become a Material U.S. Restricted Subsidiary pursuant to clause (a) of this definition as a result of any obligations in respect of the Existing Notes on the Restatement Effective Date. "Moody's" shall mean Moody's Investors Service, Inc., or any successor thereto. "Mortgaged Properties" shall mean the Material Owned Real Properties with respect to which a Mortgage is in effect on the Restatement Effective Date or is thereafter executed and delivered in accordance with Section 5.11. "Mortgages" shall mean the mortgages, deeds of trust, assignments of leases and rents, modifications and other security documents delivered pursuant to Section 5.11, each substantially in the form of Exhibit E. "Multicurrency Contract Loan Commitment" shall mean the commitment of a Revolving Credit Lender to make Multicurrency Contract Loans pursuant to Section 2.29. [[6410812]] -----

----- "Multicurrency Contract Loan Exposure" shall mean, at any time, the aggregate principal amount of all outstanding Multicurrency Contract Loans at such time. "Multicurrency L/C Exposure" shall mean at any time the sum of (a) the aggregate undrawn amount of all outstanding Multicurrency Letters of Credit denominated in dollars at such time, (b) the Dollar Equivalent of the aggregate undrawn amount of all outstanding Multicurrency Letters of Credit denominated in Alternative Currencies at such time, (c) the aggregate principal amount of all L/C Disbursements in respect of Multicurrency Letters of Credit denominated in dollars that have not yet been reimbursed at such time and (d) the Dollar Equivalent of the aggregate principal amount of all L/C Disbursements in respect of Multicurrency Letters of Credit denominated in Alternative Currencies that have not yet been reimbursed at such time. The Multicurrency L/C Exposure of any Revolving Credit Lender at any time shall mean its Pro Rata Percentage of the total Multicurrency L/C Exposure at such time. "Multicurrency Revolving Credit Borrowing" shall mean a Borrowing comprised of Multicurrency Revolving Loans. "Multicurrency Revolving Credit Commitment" shall mean, with respect to each Multicurrency Revolving Credit Lender, the commitment of such Multicurrency Revolving Credit Lender to make Multicurrency Revolving Loans and to acquire participations in Multicurrency L/C Disbursements hereunder as set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Multicurrency Revolving Credit Lender assumed its Multicurrency Revolving Credit Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such Multicurrency Revolving Credit Lender pursuant to Section 9.04. The aggregate principal amount of the Multicurrency Revolving Credit Commitments on the Restatement Effective Date is \$300,000,000. "Multicurrency Revolving Credit Exposure" shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount of all outstanding Multicurrency Revolving Loans of such Lender at such time denominated in dollars, (b) the Dollar Equivalent of the aggregate principal amount of all outstanding Multicurrency Revolving Loans of such Lender that are Alternative Currency Loans at such time and (c) the aggregate amount of such Lender's Multicurrency L/C Exposure and Multicurrency Swingline Exposure at such time. "Multicurrency Revolving Credit Lender" shall mean a Lender with a Multicurrency Revolving Credit Commitment or an outstanding Multicurrency Revolving Loan. "Multicurrency Revolving Loans" shall mean the revolving loans made by the Multicurrency Revolving Credit Lenders to a Borrower pursuant to clause (ii) of Section 2.01(b). Multicurrency Revolving Loans may be denominated in dollars or Alternative Currencies. "Multicurrency Swingline Commitment" shall mean the commitment of the Multicurrency Swingline Lender to make loans pursuant to Section 2.22. "Multicurrency Swingline Exposure" shall mean, at any time, the sum of (a) the aggregate principal amount of all outstanding Multicurrency Swingline Loans at such time [[6410812]] -----

- denominated in dollars and (b) the Dollar Equivalent of the aggregate principal amount of all outstanding Multicurrency Swingline Loans that are Alternative Currency Loans at such time. The Multicurrency Swingline Exposure of any Multicurrency Revolving Credit Lender at any time shall equal its Pro Rata Percentage of the

aggregate Multicurrency Swingline Exposure at such time. "Multicurrency Swingline Lender" shall mean any Lender (or its Affiliate) designated as such by Terex with the consent of the Administrative Agent (which shall not be unreasonably withheld or delayed) and such Lender, and its successors and assigns, in its capacity as lender of Multicurrency Swingline Loans hereunder. "Multicurrency Swingline Loan" shall mean any loan made by the Multicurrency Swingline Lender pursuant to its Multicurrency Swingline Commitment. "Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA. "Net Cash Proceeds" shall mean (a) with respect to any Asset Sale, the cash proceeds (including cash proceeds subsequently received (as and when received) in respect of non-cash consideration initially received and including all insurance settlements and condemnation awards in excess of \$15,000,000 from any single event or series of related events), net of (i) transaction expenses (including reasonable broker's fees or commissions, legal fees, accounting fees, investment banking fees and other professional fees, transfer and similar taxes and Terex's good faith estimate of income taxes paid or payable in connection with the receipt of such cash proceeds), (ii) amounts provided as a reserve, in accordance with GAAP, including pursuant to any escrow arrangement, against any liabilities under any indemnification obligations associated with such Asset Sale (provided that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds), (iii) in the case of insurance settlements and condemnation awards, amounts previously paid by Terex and its Restricted Subsidiaries to replace or restore the affected property, and (iv) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by the asset sold in such Asset Sale and is required to be repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such asset); provided, however, that if (A) Terex shall deliver a certificate of a Financial Officer to the Administrative Agent at the time of receipt thereof setting forth Terex's intent to reinvest such proceeds in productive assets of a kind then used or usable in the business of Terex and its Restricted Subsidiaries within 365 days of receipt of such proceeds and (B) no Default or Event of Default shall have occurred and shall be continuing at the time of such certificate or at the proposed time of the application of such proceeds, such proceeds shall not constitute Net Cash Proceeds except to the extent not so used at the end of such 365-day period, at which time such proceeds shall be deemed to be Net Cash Proceeds, and (b) with respect to any issuance or disposition of Indebtedness, the cash proceeds thereof, net of all taxes and customary fees, commissions, costs and other expenses (including reasonable broker's fees or commissions, legal fees, accounting fees, investment banking fees and other professional fees, and underwriter's discounts and commissions) incurred in connection therewith. [[6410812]]

----- "New Lender" shall mean any Lender which becomes a party to this Agreement after the date of this Agreement. "New Senior Notes" shall mean the 5.00% Senior Notes due 2029 issued on the Restatement Effective Date by Terex pursuant to the New Senior Notes Indenture in an initial aggregate principal amount of \$600,000,000. "New Senior Notes Indenture" shall mean the indenture, dated as of the Restatement Effective Date, among Terex, the guarantors identified therein and HSBC Bank USA, National Association, as trustee, as supplemented and amended from time to time in accordance with the requirements thereof and hereof, pursuant to which the New Senior Notes were issued.

"New Senior Notes Issuance" shall mean the issuance by Terex of the New Senior Notes. "Non-Defaulting Lender" shall mean, at any time, each Lender that is not a Defaulting Lender at such time. "Non-U.S. Base Rate" shall have the meaning assigned to such term in the definition of the term "Non-U.S. Base Rate Loans".

"Non-U.S. Base Rate Loans" shall mean Loans in any Alternative Currency the rate of interest applicable to which is based upon the rate of interest per annum maintained by the Administrative Agent as the rate of interest (in the absence of a Fixed Rate) determined by it with the approval of a majority in interest of the Lenders participating in such Loan to be the average rate charged to borrowers of similar quality as the applicable Borrower of such Loans in such Alternative Currency (the "Non-U.S. Base Rate"). Notwithstanding

anything to the contrary contained herein, Loans may be made or maintained as Non-U.S. Base Rate Loans only to the extent specified in Section 2.02(f), 2.08 or 2.15. "Non-U.S. Benefit Event" shall mean, with respect to any Non-U.S. Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Non-U.S. Pension Plan or to appoint a trustee or similar official to administer any such Non-U.S. Pension Plan, or alleging the insolvency of any such Non-U.S. Pension Plan and (d) the incurrence of any liability in excess of \$25,000,000 (or the Dollar Equivalent thereof in another currency) by Terex or any of its Subsidiaries under applicable law on account of the complete or partial termination of such Non-U.S. Pension Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction that is prohibited under any applicable law and could reasonably be expected to result in the incurrence of any liability by Terex or any of its Subsidiaries, or the imposition on Terex or any of its Subsidiaries of any fine, excise tax or penalty resulting from any noncompliance with any applicable law, in each case in excess of \$25,000,000 (or the Dollar Equivalent thereof in another currency). [[6410812]] ----- "Non-U.S. Lender" shall mean any Lender that not a U.S. Person. "Non-U.S. Pension Plan" shall mean any "employee pension benefit plan" as defined in Section 3(2) of ERISA maintained or contributed to by Terex or any Subsidiary or with respect to which any such entities could reasonably be expected to have any current, future or contingent liability or responsibility, that is not subject to United States law and is maintained for or contributed to on behalf of employees whose principal place of employment is outside the United States. "Non-U.S. Subsidiary" shall mean any Subsidiary that is not a U.S. Subsidiary. "North Atlantic Guarantee Agreement" shall mean the North Atlantic Guarantee Agreement dated as of the Original Closing Date, among the U.K. Borrower, the European Borrower and the Collateral Agent for the benefit of the Secured Parties. "Obligations" shall mean all obligations defined as "Obligations" in any of the Security Documents. Notwithstanding the foregoing, the term "Obligations" as used herein and in any other Loan Document shall exclude Excluded Swap Obligations. "OFAC" shall have the meaning assigned to such term in Section 3.23(a). "Original Closing Date" shall mean January 31, 2017, which was the effective date of the Existing Credit Agreement. "Other Connection Taxes" shall mean, with respect to any recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document). "Other Taxes" shall have the meaning assigned to such term in Section 2.20(b). "Other Term Loans" shall mean with respect to any Class of Term Loans, Incremental Term Loans that have terms different from such Class. "Participant Register" shall have the meaning assigned to such term in Section 9.04(f)(ii). "Participating Member State" shall mean any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union. "Payment Location" shall mean an office, branch or other place of business of any Borrower. "Payment Recipient" has the meaning assigned to it in Article VIII. [[6410812]] ----- "PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA. "Perfection Certificate" shall mean the Perfection Certificate substantially in the form of Exhibit B to the Guarantee and Collateral Agreement. "Performance Letter of Credit" shall mean (a) each Letter of Credit listed on Schedule 1.01(c) and identified as a "Performance Letter of Credit" and (b) each Letter of Credit issued after the Restatement Effective Date if (i) the applicable Borrower identifies such Letter of Credit at the time it requests the same as a Performance

Letter of Credit and (ii) such Letter of Credit requires payment by the Issuing Bank only in the event that the applicable Borrower fails to perform a nonfinancial contractual obligation. In the event the Administrative Agent reasonably determines that the Board or any other relevant Governmental Authority would determine that a Letter of Credit previously identified as a Performance Letter of Credit should be considered instead as a financial standby letter of credit, then such a Letter of Credit will cease to qualify as a Performance Letter of Credit from and after the date of notice of such determination by the Administrative Agent to Terex. "Permitted Acquisitions" shall mean (a) acquisitions (in a single transaction or a series of related transactions) of not less than 50.1% of the outstanding Equity Interests of any corporation, partnership, a division of any corporation or any similar business unit (or of all or substantially all the assets and business of any of the foregoing) engaged in a Related Business, so long as Terex shall have delivered to the Administrative Agent a certificate certifying that at the time of and immediately after giving effect to such acquisition and the financing therefor, no Default or Event of Default shall have occurred and be continuing and (b) the Fort Acquisition. "Permitted Amendments" shall have the meaning assigned to such term in Section 2.30(b). "Permitted Investments" shall mean: (a) direct obligations of the United States of America or by any of its agencies or instrumentalities, in each case maturing within ten years from the date of acquisition thereof; (b) direct obligations of any State of the United States of America (or any political subdivision or public instrumentality thereof), domestic or foreign corporations, or domestic or foreign commercial banking institutions having, at such date of acquisition, a rating of at least "A" by S&P or "A2" by Moody's, in each case maturing within eighteen months from the date of acquisition thereof; (c) investments in commercial paper and variable rate notes maturing within one year from the date of acquisition thereof and having, at such date of acquisition, the highest short-term credit rating obtainable from S&P or from Moody's; (d) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market, checking or demand deposit accounts issued or offered by, (i) the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof or (ii) a commercial banking institution organized and located in a country recognized by the United States of America, in each case that has a combined capital and surplus and undivided profits of not less than \$250,000,000 (or the Dollar Equivalent thereof in another currency); (e) repurchase obligations with a term of not more than ninety days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (c) above; (f) (i) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (a) through (e) above or (ii) enhanced yield funds or European money market funds having, at such date of acquisition, a rating of at least "A" by S&P or "A2" by Moody's and that are capable of being fully liquidated at their respective net asset values at any time within ten Business Days; (g) deposits by one or more of Terex's Subsidiaries with the European Borrower and Terex, and deposits by Terex with the European Borrower, in each case, for cash management purposes in the ordinary course of business; (h) dollars, Euros or the currency of any country having a long-term credit rating of at least "A" by S&P or "A2" by Moody's and any other foreign currency held by Terex or any of the Restricted Subsidiaries in the ordinary course of business; and (i) other short-term investments utilized by Non-U.S. Subsidiaries in accordance with normal investment practices for cash management. "person" or "Person" shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, other business entity or government, or any agency or political subdivision thereof. "Plan" shall mean any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which Terex or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA. "Pounds" and " "

shall mean pounds sterling in lawful currency of the United Kingdom. "PPSA" shall mean the Personal Property Securities Act 2009 (Cth). "Prime Rate" shall have the meaning assigned to such term in the definition of the term "Alternate Base Rate". "Pro Rata Percentage" shall mean, with respect to the U.S. Revolving Credit Commitment or the Multicurrency Revolving Credit Commitment, as the case may be, of any Revolving Credit Lender at any time, the percentage of the aggregate amount of the Total U.S. Revolving Credit Commitment or the Total Multicurrency Revolving Credit Commitment, [[6410812]] -----

----- respectively, represented by such Lender's U.S. Revolving Credit Commitment or Multicurrency Revolving Credit Commitment. "Program Receivables" shall mean all Trade Receivables and Equipment Receivables originated and owned by Terex or any Restricted Subsidiary and sold pursuant to a Receivables Program. "PTE" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time. "Purchase Money Indebtedness" shall mean any Indebtedness of a person to any seller or other person incurred to finance the acquisition (including in the case of a Capital Lease Obligation or Synthetic Lease Obligation, the lease) of any after acquired real or personal tangible property or assets related to the business of Terex or its Restricted Subsidiaries and which is incurred substantially concurrently with such acquisition and is secured only by the assets so financed. "QFC" shall have the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D). "Qualified Equity Interests" shall mean any Equity Interests other than Disqualified Equity Interests. "Receivables Program" shall mean, collectively, (a) the sale of, or transfer of interests in, Program Receivables to Finsub, directly or indirectly, in exchange for consideration equal to the fair market value of such Program Receivables (i.e., a "true sale"), (b) the sale of, or transfer of interests in, such Program Receivables by Finsub to special purpose trusts or other funding vehicles which are not Affiliates of Terex and (c) other sales or transfers of Program Receivables pursuant to a Limited Recourse Receivables Financing; provided, in each case, that recourse to any Loan Party or any Restricted Subsidiary in connection with such transactions is limited to the extent customary for similar transactions. "Refinancing Commitment" shall mean a Refinancing Revolving Commitment or a Refinancing Term Loan Commitment. "Refinancing Facility Agreement" shall mean a Refinancing Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among Terex, any other applicable Borrower, the Administrative Agent and one or more Refinancing Lenders, establishing Refinancing Commitments and effecting such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.33. "Refinancing Indebtedness" shall have the meaning assigned to such term in Section 6.01(m). "Refinancing Lenders" shall mean, collectively, the Refinancing Revolving Lenders and the Refinancing Term Lenders. [[6410812]] ----- "Refinancing Loans" shall mean, collectively, the Refinancing Revolving Loans and the Refinancing Term Loans. "Refinancing Revolving Commitments" shall have the meaning assigned to such term in Section 2.33(a). "Refinancing Revolving Lender" shall have the meaning assigned to such term in Section 2.33(a). "Refinancing Revolving Loans" shall have the meaning assigned to such term in Section 2.33(a). "Refinancing Term Lender" shall have the meaning assigned to such term in Section 2.33(a). "Refinancing Term Loan Commitments" shall have the meaning assigned to such term in Section 2.33(a). "Refinancing Term Loans" shall have the meaning assigned to such term in Section 2.33(a). "Register" shall have the meaning given such term in Section 9.04(d). "Regulation T" shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof. "Regulation U" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof. "Regulation X" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof. "Related Business" shall mean any business that is the same, similar or otherwise reasonably related, ancillary or complementary to the businesses of Terex and its Restricted Subsidiaries on the Restatement Effective Date.

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Material in, into, onto or through the environment. "Relevant Governmental Body" shall mean the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto. "Remedial Action" shall mean (a) "remedial action" as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(24), and (b) all other actions required by any Governmental Authority or voluntarily [[6410812]] -----

----- undertaken to: (i) clean up, remove, treat, abate or in any other way address any Hazardous Material in the environment; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not migrate or endanger or threaten to endanger public health, welfare or the environment; or (iii) perform studies and investigations in connection with, or as a precondition to, (i) or (ii) above. "Repayment Dates" shall mean the U.S. Term Loan Repayment Dates, the Delayed Draw Term Loan Repayment Dates and, unless the context shall otherwise require, shall include any Incremental Term Loan Repayment Dates. "Repricing Transaction" shall mean (a) any prepayment or repayment of any Term Loans with the proceeds of, or any conversion of, any Term Loans into other bank loans (including any additional loans made under this Agreement pursuant to Section 2.27 or Section 2.33) for the purpose of prepaying, repaying or replacing all or any of the Term Loans and having or resulting in an initial yield (calculated by the Administrative Agent using the same methodology described in Section 2.27(b)) less than the yield (calculated by the Administrative Agent as aforesaid) of the Loans being prepaid, repaid or replaced or (b) any amendment to this Agreement, the purpose of which is to reduce the yield of all or any of the Term Loans. "Required Lenders" shall mean, at any time, Lenders having outstanding Loans (excluding Swingline Loans), L/C Exposure, Swingline Exposure and unused Revolving Credit Commitments and Term Loan Commitments representing more than 50% of the sum of all Loans outstanding (excluding Swingline Loans), L/C Exposure, Swingline Exposure and unused Revolving Credit Commitments and Term Loan Commitments at such time; provided, however, that the Revolving Loans, L/C Exposure, Swingline Exposure and unused Revolving Credit Commitments of any Defaulting Lender shall be disregarded in the determination of Required Lenders at any time, provided, further, that for purposes of declaring the Loans to be due and payable pursuant to Article VII, the outstanding Contract Loans of the Lenders shall be included in their respective Loans in determining the Required Lenders. Solely for purposes of determining the Required Lenders on any date, any amounts denominated in an Alternative Currency shall be translated into dollars at the Dollar Equivalent in effect on the most recent Calculation Date. "Required Revolving Credit Lenders" shall mean, at any time, Revolving Credit Lenders having outstanding Revolving Loans (excluding Swingline Loans), L/C Exposure, Swingline Exposure and unused Revolving Credit Commitments representing more than 50% of the sum of all Revolving Loans outstanding (excluding Swingline Loans), L/C Exposure, Swingline Exposure and unused Revolving Credit Commitments at such time; provided, however, that the Revolving Loans, L/C Exposure, Swingline Exposure and unused Revolving Credit Commitments of any Defaulting Lender shall be disregarded in the determination of Required Revolving Credit Lenders at any time. Solely for purposes of determining the Required Revolving Credit Lenders on any date, any amounts denominated in an Alternative Currency shall be translated into dollars at the Dollar Equivalent in effect on the most recent Calculation Date. [[6410812]] ----- "Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any U.K. Financial Institution, a U.K. Resolution Authority. "Responsible Officer" of any person shall mean any executive officer or Financial Officer of such person and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement (or any other person reasonably acceptable to the Administrative

Agent). "Restatement Agreement" shall mean the Amendment and Restatement Agreement dated as of April 1, 2021, relating to this Agreement. "Restatement Effective Date" shall mean April 1, 2021, which was the Restatement Effective Date under (and as defined in) the Restatement Agreement. "Restricted Subsidiary" shall mean each direct or indirect Subsidiary of Terex that is not an Unrestricted Subsidiary. "Retained Recourse Amount" shall have the meaning assigned to such term in the definition of the term "Retained Recourse Equipment Loans". "Retained Recourse Equipment Loans" shall mean Equipment Loans sold by Terex or a Restricted Subsidiary to a person that is not an Affiliate of Terex in a transaction (a) that is not part of the Receivables Program and (b) in which the purchaser of such Equipment Loans (or its successors or assigns) has recourse to Terex or a Restricted Subsidiary for all or a portion of the payment of such Equipment Loans (with the aggregate amount of such recourse being referred to herein as the "Retained Recourse Amount"). "Revolving Credit Availability Period" shall mean the period commencing with the Restatement Effective Date and ending on the Revolving Credit Maturity Date. "Revolving Credit Borrowing" shall mean a Multicurrency Revolving Credit Borrowing or a U.S. Revolving Credit Borrowing. "Revolving Credit Commitment" shall mean a Multicurrency Revolving Credit Commitment or a U.S. Revolving Credit Commitment. "Revolving Credit Exposure" shall mean, with respect to any Lender at any time, the sum of such Lender's U.S. Revolving Credit Exposure and Multicurrency Revolving Credit Exposure. "Revolving Credit Lender" shall mean a Multicurrency Revolving Credit Lender or a U.S. Revolving Credit Lender. "Revolving Credit Maturity Date" shall mean the earlier of (i) April 1, 2026; provided that if on any date prior to April 1, 2026 (any such date, a "Reference Date"), any of the U.S. Term Loans or Indebtedness incurred to refinance or otherwise extend the maturity date of the U.S. Term Loans or of other refinancing Indebtedness in respect thereof is outstanding and scheduled to mature or similarly become due on the date that is 91 days after the Reference Date, [[6410812]] ----- the Revolving Credit Maturity Date shall instead be the Reference Date; provided, further, that if any such day is not a Business Day, the Revolving Credit Maturity Date shall be the Business Day immediately preceding such day and (ii) the date of termination in whole of the Revolving Credit Commitments pursuant to Section 2.09 or Article VII. "Revolving Loans" shall mean the U.S. Revolving Loans and the Multicurrency Revolving Loans. "S&P" shall mean S&P Global Ratings, or any successor thereto. "Sale and Leaseback" shall have the meaning set forth in Section 6.03. "Sanctions" shall have the meaning assigned to such term in Section 3.23(a). "SEC" shall mean the Securities and Exchange Commission, or any successor thereto. "Secured Parties" shall have the meaning assigned to such term in the Guarantee and Collateral Agreement. "Security Documents" shall mean the Mortgages, the Guarantee and Collateral Agreement, the North Atlantic Guarantee Agreement and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.11. "Senior Secured Leverage Ratio" shall mean, on any date, the ratio of (a) Total Debt that is secured by Liens incurred under Section 6.02(b), (k) or (o) (or Section 6.02(l) if in respect of the foregoing) on such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date; provided that to the extent any Permitted Acquisition or Significant Asset Sale has occurred during the most recent period of four consecutive fiscal quarters (or after the end of such period but on or prior to the date of such determination), Consolidated EBITDA shall be determined for such period of four consecutive fiscal quarters on a pro forma basis for such occurrences in accordance with Section 1.05. "Significant Asset Sale" shall mean any sale, transfer, lease or other disposition by Terex or any Restricted Subsidiary to any person other than Terex or a Restricted Subsidiary of all or substantially all of the assets of, or a majority of the Equity Interests in, a person, or a division or line of business or other business unit of a person if such person, division, line of business or other business unit contributed (i) more than 7.5% of, (ii) a negative EBITDA contribution of greater than 5% (on an absolute value basis) of or (iii) a negative EBITDA contribution of greater than \$8,500,000 to, the Consolidated EBITDA of

Terex and the Restricted Subsidiaries during the most recent period of four consecutive fiscal quarters preceding the date of such transaction for which financial statements are available. "SOFR" shall mean a rate equal to the secured overnight financing rate as administered by the SOFR Administrator. [[6410812]] -----

----- "SOFR Administrator" shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate). "SONIA" means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator's Website on the immediately succeeding Business Day. "SONIA Administrator" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average). "SONIA Administrator's Website" means the Bank of England's website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time. "SONIA Rate" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to Daily Simple SONIA. "SPC" shall have the meaning assigned to such term in Section 9.04(j). "Specified Subsidiary" shall mean each Subsidiary listed on Schedule 1.01(f). "subsidiary" shall mean, with respect to any person (herein referred to as the "parent"), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. "Subsidiary" shall mean any subsidiary of Terex. "Subsidiary Borrowers" shall mean the U.K. Borrower, the European Borrower, the Australian Borrower and any other Restricted Subsidiary designated as a Subsidiary Borrower by Terex in accordance with Section 9.22. "Subsidiary Guarantors" shall mean each person listed on Schedule 1.01(b) and each other person that becomes party to the Guarantee and Collateral Agreement as a Guarantor, and the permitted successors and assigns of each such person; provided, that the term Subsidiary Guarantor shall exclude Excluded Subsidiaries. "Swap Obligation" shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of (s) 1a(47) of the Commodity Exchange Act. "Swingline Commitment" shall mean a U.S. Swingline Commitment or a Multicurrency Swingline Commitment. [[6410812]] -----

----- "Swingline Exposure" shall mean at any time the sum of (a) the U.S. Swingline Exposure and (b) the Multicurrency Swingline Exposure. "Swingline Lender" shall mean (a) with respect to U.S. Swingline Commitments and U.S. Swingline Loans, the U.S. Swingline Lender, and (b) with respect to Multicurrency Swingline Commitments and Multicurrency Swingline Loans, the Multicurrency Swingline Lender. "Swingline Loans" shall mean the U.S. Swingline Loans and the Multicurrency Swingline Loans. "Swingline Multiple" shall mean \$250,000, 250,000 or 250,000 or, in the case of any other Alternative Currency, such amount as may be reasonably specified by the Administrative Agent. "Synthetic Lease" shall mean a lease of property or assets (other than inventory) designed to permit the lessee (a) to claim depreciation on such property or assets under U.S. tax law and (b) to treat such lease as an operating lease or not to reflect the leased property or assets on the lessee's balance sheet under GAAP. "Synthetic Lease Obligations" shall mean, as to any person, an amount equal to the sum of (a) the obligations of such person to pay rent or other amounts under any Synthetic Lease which are attributable to principal and, without duplication, (b) the amount of any purchase price payment under any Synthetic Lease assuming the lessee exercises the option to purchase the leased property at the end of the lease term. "Target Day" shall mean any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in Euro. "Tax Authority" shall mean any revenue, customs, fiscal or governmental

authority competent to impose or collect any taxation (or any interest, fine, surcharge or penalty relating thereto). "Tax Credit" shall mean a credit against, relief or remission for, or repayment of, any Tax. "Tax Deduction" shall mean a deduction or withholding for or on account of Tax from a payment under a Loan Document, other than a FATCA Deduction. "Tax Payment" shall mean either (a) the increase in a payment made by any U.K. Loan Party to a Lender under Section 2.31(b) (Tax Gross-Up) or by any Irish Loan Party to a Lender under Section 2.32(b) (Tax Gross-Up) or (b) a payment under Section 2.31(c) (Tax Indemnity) or Section 2.32(d) (Tax Indemnity). [[6410812]] ----- "Taxes" shall mean all current or future taxes, duties, levies, imposts, deductions, charges or withholdings (including backup withholdings) imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto. "TCA" shall mean the Taxes Consolidation Act 1997 (as amended) of Ireland. "Terex" shall have the meaning assigned to such term in the introductory paragraph of this Agreement. "Terex Financial Services" shall mean Terex Financial Services, Inc., a Delaware corporation. "Term Borrowing" shall mean a Borrowing comprised of Term Loans. "Term Lender" shall mean any U.S. Term Lender, any Delayed Draw Term Lender and any Incremental Term Lender. "Term Loan Commitments" shall mean the U.S. Term Loan Commitments, the Delayed Draw Term Loan Commitments and, unless the context shall otherwise require, after the effectiveness of any Incremental Term Loan Commitment or Refinancing Term Loan Commitment, shall include such Incremental Term Loan Commitment or Refinancing Term Loan Commitment. "Term Loan Maturity Date" shall mean (a) with respect to the U.S. Term Loans, January 31, 2024 and (b) with respect to the Delayed Draw Term Loans, the date that is seven years after the Delayed Draw Funding Date. "Term Loans" shall mean the U.S. Term Loans, the Delayed Draw Term Loans and, unless the context shall otherwise require, shall include any Incremental Term Loans, any Other Term Loans and any Refinancing Term Loans. "Term SOFR" shall mean, (a) for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m., New York City time, on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three [[6410812]] ----- U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and (b) for any calculation with respect to an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "ABR Term SOFR Determination Day") that is two U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m., New York City time, on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such ABR SOFR Determination Day; provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than zero, then Term SOFR will

be deemed to be zero. "Term SOFR Administrator" shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion). "Term SOFR Reference Rate" shall mean the forward-looking term rate based on SOFR. "Total Debt" shall mean, as of any date of determination, without duplication, the aggregate principal amount of Indebtedness of Terex and its Restricted Subsidiaries outstanding as of such date, determined on a consolidated basis (other than Indebtedness of the type referred to in clauses (i) and (j) of the definition of the term "Indebtedness", except to the extent of any unreimbursed drawings under Indebtedness of the type referred to in clause (j) of such definition). For purposes of calculating on any date (x) the Consolidated Leverage Ratio, and (y) solely for purposes of Sections 2.13 and 6.11, the Senior Secured Leverage Ratio, the amount of Total Debt on such date shall be reduced by the amount, if any, that cash on the balance sheet of Terex and its consolidated Restricted Subsidiaries on such date exceeds \$5,000,000. "Total Multicurrency Revolving Credit Commitment" shall mean, at any time, the aggregate amount of the Multicurrency Revolving Credit Commitments, as in effect at such time. "Total Revolving Credit Commitment" shall mean, at any time, the aggregate amount of the Revolving Credit Commitments, as in effect at such time. "Total U.S. Revolving Credit Commitment" shall mean, at any time, the aggregate amount of the U.S. Revolving Credit Commitments, as in effect at such time. [[6410812]] ----- "Trade Receivables" shall mean all trade receivables and related security (including all related contract rights, collections, records, lockboxes and bank accounts in the name of or transferred to the name of Finsub, goods, security deposits, guarantees and other agreements or arrangements (including all Liens) supporting or securing payment of the Program Receivables) originated and owned by Terex or any Restricted Subsidiary and sold pursuant to the Receivables Program. "Transactions" shall mean, collectively, (a) the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party and the making of the borrowings hereunder, (b) the issuance of the New Senior Notes, (c) the consummation of the Existing Notes Refinancing and (d) the payment of related fees and expenses. "Transferee" shall mean any transferee or assignee, including a participation holder, of the Administrative Agent, any Lender or any Issuing Bank. "Type", when used in respect of any Loan or Borrowing, shall refer to the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined and the currency in which such Loan or the Loans comprising such Borrowing is denominated. For purposes hereof, the term "Rate" shall include Term SOFR, the EURIBO Rate, the Bank Bill Rate, the Alternate Base Rate, Daily Simple SONIA and the rate with respect to any Non-U.S. Base Rate Loan, and currency shall include dollars and any Alternative Currency permitted hereunder. "UCC" shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction. "U.K. Borrower" shall have the meaning assigned to such term in the introductory paragraph to this Agreement. Notwithstanding the foregoing, for purposes of Sections 2.20 and 2.31, the term "U.K. Borrower" shall include any other Borrower under this Agreement that is organized under English law or any of whose payments under any Loan Document would otherwise be treated as having a United Kingdom source for United Kingdom tax purposes. "U.K. Financial Institution" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms. "U.K. Loan Party" shall mean any Loan Party that is organized under English law or any of whose payments under any Loan Document would otherwise be treated as having a United Kingdom source for United Kingdom tax purposes. "U.K. Non-Bank Lender" shall mean: [[6410812]] -----
----- (a) a Lender (which falls within clause (a)(ii) of the definition of U.K. Qualifying Lender) which is a party to this Agreement and which has provided a U.K. Tax Confirmation to the Administrative Agent; and (b) an

assignee which gives a U.K. Tax Confirmation in the Assignment and Acceptance which it executes on becoming a party. "U.K. Qualifying Lender" shall mean: (a) a Lender (other than a Lender within paragraph (b) below) which is beneficially entitled to interest payable to that Lender in respect of a Loan and is: (i) a Lender: (A) that is a bank (as defined for the purpose of section 879 of the ITA) making a Loan; or (B) in respect of a Loan by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that such Loan was made, and, in each case, which is within the charge to United Kingdom corporation tax with respect to any payments of interest made in respect of that Loan or would be within such charge as respects such payments apart from Section 18A of the CTA; or (ii) a Lender which is: (A) a company resident in the United Kingdom for United Kingdom tax purposes; (B) a partnership, each member of which is: (1) a company so resident in the United Kingdom; or (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of Section 19 of the CTA) the whole of any share of interest payable in respect of that Loan that falls to it by reason of Part 17 of the CTA; or (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that Loan in computing the chargeable profits (within the meaning of Section 19 of the CTA) of that company; or (iii) a U.K. Treaty Lender; or [[6410812]] -----

----- (b) a building society (as defined for the purposes of section 880 of the ITA) making a Loan. "U.K. Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any U.K. Financial Institution. "U.K. Tax Confirmation" shall mean a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender by the U.K. Borrower in respect of a Loan is either: (a) a company resident in the United Kingdom for United Kingdom tax purposes; or (b) a partnership each member of which is: (i) a company so resident in the United Kingdom; or (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of Section 19 of the CTA) the whole of any share of interest payable in respect of that Loan that falls to it by reason of Part 17 of the CTA; or (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that Loan in computing the chargeable profits (within the meaning of Section 19 of the CTA) of that company. "U.K. Treaty Lender" shall mean a Lender which, on the date a payment of interest falls due under this Agreement: (a) is treated as a resident of a U.K. Treaty State for the purposes of the relevant U.K. Tax Treaty; (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender Loan is effectively connected; and (c) fulfills any conditions of the relevant U.K. Tax Treaty which must be fulfilled for residents of the relevant U.K. Treaty State to be paid interest without the deduction of United Kingdom Tax (assuming the completion of any procedural formalities). "U.K. Treaty State" shall mean a jurisdiction having a double taxation agreement (a "U.K. Tax Treaty") with the United Kingdom which makes provision for full exemption from, or a full refund of, Taxes on interest imposed by the United Kingdom. [[6410812]] ----- "Unadjusted Benchmark Replacement" shall mean the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment. "Unrestricted Subsidiary" shall mean each Subsidiary listed on Schedule 1.01(e), and each other Subsidiary that is designated as an Unrestricted Subsidiary by Terex pursuant to and in compliance with Section 6.13, in each case, unless and until such Subsidiary is designated or redesignated as a Restricted Subsidiary pursuant to and in compliance with Section 6.13. No Unrestricted Subsidiary may own any Equity Interests of a Restricted Subsidiary. "U.S. Base Rate" shall mean, for any day in the jurisdiction of any Subsidiary Borrower, a rate per annum equal to the greater of (a) the Prime Rate and (b) the rate of interest determined from time to time by the Administrative Agent as its base rate in effect at its

principal office in such jurisdiction for determining interest rates on commercial loans made in such jurisdiction and denominated in dollars. "U.S. Borrower" shall mean Terex and each other Subsidiary Borrower that is a U.S. Subsidiary. "U.S. Contract Loan Commitment" shall mean the commitment of a Revolving Credit Lender to make U.S. Contract Loans pursuant to Section 2.29. "U.S. Contract Loan Exposure" shall mean, at any time, the aggregate principal amount of all outstanding U.S. Contract Loans at such time. "USD Benchmark" shall have the meaning assigned to such term in the definition of "Benchmark". "U.S. Government Securities Business Day" shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. "U.S. L/C Exposure" shall mean at any time the sum of (a) the aggregate undrawn amount of all outstanding U.S. Letters of Credit at such time and (b) the aggregate principal amount of all U.S. L/C Disbursements that have not yet been reimbursed at such time. The U.S. L/C Exposure of any U.S. Revolving Credit Lender at any time shall mean its Pro Rata Percentage of the total U.S. L/C Exposure at such time. "U.S. Person" shall mean any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Revolving Credit Borrowing" shall mean a Borrowing comprised of U.S. Revolving Loans. "U.S. Revolving Credit Commitment" shall mean, with respect to each U.S. Revolving Credit Lender, the commitment of such U.S. Revolving Credit Lender to make U.S. Revolving Loans and to acquire participations in U.S. L/C Disbursements and U.S. Swingline Loans hereunder as set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which [[6410812]] ----- such U.S. Revolving Credit Lender assumed its U.S. Revolving Credit Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such U.S. Revolving Credit Lender pursuant to Section 9.04. The aggregate principal amount of the U.S. Revolving Credit Commitments on the Restatement Effective Date is \$300,000,000. "U.S. Revolving Credit Exposure" shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount of all outstanding U.S. Revolving Loans of such Lender at such time and (b) the aggregate amount of such Lender's U.S. L/C Exposure and U.S. Swingline Exposure at such time. "U.S. Revolving Credit Lender" shall mean a Lender with a U.S. Revolving Credit Commitment or an outstanding U.S. Revolving Loan.

"U.S. Revolving Loans" shall mean the revolving loans made by the U.S. Revolving Credit Lenders to Terex pursuant to clause (i) of Section 2.01(b). Each U.S. Revolving Loan shall be denominated in dollars and shall be a Term SOFR Revolving Loan or an ABR Revolving Loan. "U.S. Subsidiary" shall mean a Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia. "U.S. Swingline Commitment" shall mean the commitment of the U.S. Swingline Lender to make loans pursuant to Section 2.22. "U.S. Swingline Exposure" shall mean at any time the aggregate principal amount at such time of all outstanding U.S. Swingline Loans. The U.S. Swingline Exposure of any U.S. Revolving Credit Lender at any time shall equal its Pro Rata Percentage of the aggregate U.S. Swingline Exposure at such time. "U.S. Swingline Lender" shall mean any Lender (or its Affiliate) designated as such by Terex with the consent of the Administrative Agent (which shall not be unreasonably withheld or delayed) and such Lender, and its successors and assigns, in each case in its capacity as lender of U.S. Swingline Loans hereunder. "U.S. Swingline Loan" shall mean any loan made by the U.S. Swingline Lender pursuant to its U.S. Swingline Commitment. "U.S. Tax Compliance Certificate" shall have the meaning assigned to such term in Section 2.20(f)(ii)(B)(3). "U.S. Term Lender" shall mean a Lender with a U.S. Term Loan Commitment or an outstanding U.S. Term Loan. "U.S. Term Loan Commitment" shall have the meaning assigned to the term "Incremental U.S. Term Loan Commitment" in the Incremental Assumption Agreement and Amendment No. 2. [[6410812]] ----- "U.S. Term Loan Repayment Date" shall have the meaning assigned to such term in Section 2.11(a). "U.S. Term Loans" shall have the meaning

assigned to the term "Incremental U.S. Term Loans" in the Incremental Assumption Agreement and Amendment No. 2. "USA PATRIOT Act" shall mean The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)). "VAT" shall mean: (a) any value added tax imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto; (b) to the extent not included in paragraph (a) above, any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (c) any other Tax of a similar nature to the Taxes referred to in paragraph (a) or paragraph (b) above, whether imposed in a member state of the EU in substitution for, or levied in addition to, the Taxes referred to in paragraph (a) or paragraph (b) above or imposed elsewhere. "Voluntary Prepayment" shall mean a prepayment of principal of Term Loans pursuant to Section 2.12(a) in any ECF Period to the extent that such prepayment reduces the scheduled installments of principal due in respect of Term Loans in any subsequent ECF Period. "wholly owned Subsidiary" of any person shall mean a subsidiary of such person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the equity or 100% of the ordinary voting power or 100% of the general partnership interests are, at the time any determination is being made, owned, controlled or held by such person or one or more wholly owned subsidiaries of such person or by such person and one or more wholly owned subsidiaries of such person. "Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA. "Withholding Agent" shall have the meaning assigned to such term in Section 2.20(g). "Write-Down and Conversion Powers" shall mean (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any U.K. Financial Institution or any contract or instrument under which that liability arises, to convert all [[6410812]] ----- or part of that liability into shares, securities or obligations of such Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, (a) any reference in this Agreement to any Loan Document shall mean such Loan Document as amended, restated, supplemented or otherwise modified from time to time, (b) any reference in this Agreement to any law or regulation shall mean such law or regulation as amended, restated, supplemented or otherwise modified from time to time, and (c) all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, however, that if Terex notifies the Administrative Agent that Terex wishes to amend any covenant in Article VI or any related definition to eliminate the effect of any change in GAAP occurring after the date of this Agreement on the operation of such covenant (or if the Administrative Agent notifies Terex that the Required Lenders wish to amend Article VI or any related definition for such purpose), then Terex's and its Restricted Subsidiaries' compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either

such notice is withdrawn or such covenant is amended in a manner satisfactory to Terex and the Required Lenders. Notwithstanding anything to the contrary herein, all accounting and financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under ASC 825 to value any Indebtedness or other liabilities of any Loan Party at "fair value", as defined therein.

SECTION 1.03. Exchange Rates. On each Calculation Date, the Administrative Agent shall determine the Exchange Rate as of such Calculation Date to be used for calculating relevant Dollar Equivalent and Alternative Currency Equivalent amounts. The Exchange Rates so determined shall become effective on such Calculation Date, shall remain effective until the next succeeding Calculation Date and shall for all purposes of this Agreement (other than any provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any amounts between the applicable currencies.

SECTION 1.04. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurocurrency Loan") or by Class and Type (e.g., a "Eurocurrency Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurocurrency Borrowing") or by Class and Type (e.g., a "Eurocurrency Revolving Borrowing").

SECTION 1.05. Pro Forma Calculations. With respect to any period of four consecutive fiscal quarters during which any Permitted Acquisition or Significant Asset Sale occurs (and for purposes of determining whether an acquisition is a Permitted Acquisition or would result in a Default or an Event of Default), the Consolidated Leverage Ratio, Interest Coverage Ratio and Senior Secured Leverage Ratio shall be calculated with respect to such period on a pro forma basis after giving effect to such Permitted Acquisition or Significant Asset Sale (including, without duplication, (a) all pro forma adjustments required by Article 11 of Regulation S-X under the Securities Act of 1933, as amended, and (b) pro forma adjustments for cost savings (net of continuing associated expenses) to the extent such cost savings have been realized or are reasonably expected to be realized within 12 months following such Permitted Acquisition or Significant Asset Sale; provided that all such adjustments shall be reasonably acceptable to the Administrative Agent and shall be set forth in a reasonably detailed certificate of a Financial Officer of Terex), using, for purposes of making such calculations, the historical financial statements of Terex and the Restricted Subsidiaries which shall be reformulated as if such Permitted Acquisition or Significant Asset Sale, and any other Permitted Acquisitions or Significant Asset Sales that have been consummated during the period, had been consummated on the first day of such period.

SECTION 1.06. Irish Law Terms. In this Agreement, where it relates to an Irish Loan Party, references to "examiner" and "examinership" shall have the meaning given to such terms in the Irish Companies Act.

SECTION 1.07. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 1.08. Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR or Daily Simple SONIA, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Daily Simple

SONIA or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Daily Simple SONIA, any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Daily Simple SONIA or any other Benchmark, or any component definition [[6410812]] -----
 ----- thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.09. Syndicated Loan. The parties acknowledge and agree that this Agreement is a syndicated credit agreement for the purposes of the Corporations Act 2001 (Cth) of Australia. **ARTICLE II The Credits**

2.01. Commitments and Loans. (a) [Reserved]. (b) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, (i) each U.S. Revolving Credit Lender agrees, severally and not jointly, to make U.S. Revolving Loans to Terex, in dollars, at any time and from time to time during the Revolving Credit Availability Period, and until the earlier of the Revolving Credit Maturity Date and the termination of the U.S. Revolving Credit Commitment of such U.S. Revolving Credit Lender in accordance with the terms hereof, in an aggregate principal amount at any time outstanding that will not result in such U.S. Revolving Credit Lender's U.S. Revolving Credit Exposure exceeding such U.S. Revolving Credit Lender's U.S. Revolving Credit Commitment, and (ii) each Multicurrency Revolving Credit Lender agrees, severally and not jointly, to make Multicurrency Revolving Loans to the Borrowers, at any time and from time to time during the Revolving Credit Availability Period, and until the earlier of the Revolving Credit Maturity Date and the termination of the Multicurrency Revolving Credit Commitment of such Multicurrency Revolving Credit Lender in accordance with the terms hereof, in dollars (in the case of each Borrower), Euro, Pounds and any other Alternative Currency (in the case of Terex, the European Borrower and the U.K. Borrower) and Australian Dollars (in the case of the Australian Borrower) in an aggregate principal amount at any time outstanding that will not result in (x) such Multicurrency Revolving Credit Lender's Multicurrency Revolving Credit Exposure exceeding such Multicurrency Revolving Credit Lender's Multicurrency Revolving Credit Commitment or (y) the Aggregate Australian Dollar Revolving Credit Exposure exceeding the Australian Dollar Sublimit. (c) Subject to the terms and conditions, and relying on the representations and warranties, set forth in the July 2024 Incremental Assumption and Amendment Agreement and herein, each Delayed Draw Term Lender agrees, severally and not jointly, pursuant to the July 2024 Incremental Assumption and Amendment Agreement, to make Delayed Draw Term Loans to Terex, in dollars, on the Delayed Draw Funding Date in a principal amount not exceeding such Lender's Delayed Draw Term Loan Commitment. [[6410812]] -----
 ----- (cd) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly, if such Lender has so committed pursuant to Section 2.27, to make Incremental Term Loans to one or more Borrowers as shall be designated by Terex, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment and otherwise on the terms and subject to the conditions set forth in any Incremental Assumption Agreement to which such Lender may become a party. (de) Within the limits set forth in paragraph (b) of this Section 2.01 and subject to the terms, conditions and limitations set forth herein, the Borrowers may borrow, pay or prepay and reborrow Revolving Loans. Amounts paid or prepaid in respect of Term Loans may

not be reborrowed. SECTION 2.02. Loans. (a) Each Loan (other than Swingline Loans) shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Term Loan Commitments or Revolving Credit Commitments; provided, however, that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Except for Loans deemed made pursuant to Section 2.02(f), the Loans comprising any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum (except with respect to any Incremental Term Loan, to the extent otherwise provided in the applicable Incremental Assumption Agreement) or (ii) equal to the remaining available balance of the applicable Commitments. (b) Subject to Sections 2.08 and 2.15, (i) each Dollar Borrowing made by any U.S. Borrower shall be comprised entirely of ABR Loans or Term SOFR Loans as such U.S. Borrower may request pursuant to Section 2.03, (ii) each Dollar Borrowing made by a Subsidiary Borrower (other than a U.S. Borrower), and each Alternative Currency Borrowing (other than a Borrowing denominated in Pounds), shall be comprised entirely of Fixed Rate Loans and (iii) each Borrowing denominated in Pounds shall be comprised entirely of SONIA Rate Loans. Each Lender may at its option make any Loan (including any Alternative Currency Loan) by causing any domestic or foreign branch or other Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; provided, however, that no Borrower shall be entitled to request any Borrowing that, if made, would result in more than 20 Fixed Rate Borrowings outstanding hereunder at any time. For purposes of the foregoing, Borrowings having different Interest Periods or denominated in different currencies, regardless of whether they commence on the same date, shall be considered separate Borrowings. (c) Except with respect to Loans made pursuant to Section 2.02(f), each Lender shall make each Dollar Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Administrative Agent may designate not later than 11:00 a.m., Local Time, and the Administrative Agent shall, promptly upon receipt thereof, credit the amounts so received to an account as designated by Terex on behalf of the applicable Borrower in the applicable Borrowing [[6410812]] ----- Request or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders. Each Lender shall make each Alternative Currency Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in the jurisdiction of the applicable Alternative Currency as the Administrative Agent may designate for such purposes not later than 11:00 a.m., Local Time, and the Administrative Agent shall, promptly upon receipt thereof, credit the amounts so received to an account as designated by the applicable Borrower in the applicable Borrowing Request or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders. (d) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with paragraph (c) above and the Administrative Agent may, in reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and the applicable Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such

amount is made available to such Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of any Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds in the applicable currency (which determination shall be conclusive absent manifest error). If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement. (e) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request any Interest Period with respect to any Fixed Rate Borrowing that would end after the Revolving Credit Maturity Date, the Term Loan Maturity Date or the Incremental Term Loan Maturity Date, as the case may be. (f) If any Issuing Bank shall not have received from any Borrower the payment required to be made by it pursuant to Section 2.23(e) within the time specified in such Section, such Issuing Bank will promptly notify the Administrative Agent of the L/C Disbursement and the Administrative Agent will promptly notify each U.S. Revolving Credit Lender or Multicurrency Revolving Credit Lender, as applicable, of such L/C Disbursement and its Pro Rata Percentage thereof. In the case of Letters of Credit denominated in dollars, each applicable Revolving Credit Lender shall pay by wire transfer of immediately available funds to the Administrative Agent not later than 2:00 p.m., Local Time, on such date (or, if such Revolving Credit Lender shall have received such notice later than 12:00 (noon), Local Time, on any day, not later than 10:00 a.m., Local Time, on the immediately following Business Day), an amount in dollars equal to such Lender's Pro Rata Percentage of such L/C Disbursement (it being understood that such amount shall be deemed to constitute an ABR U.S. Revolving Loan or Multicurrency Revolving Loan, as applicable, of such Lender and such payment shall be [[6410812]] ----- deemed to have reduced the L/C Exposure), and the Administrative Agent will promptly pay to the applicable Issuing Bank amounts so received by it from the Revolving Credit Lenders. In the case of Letters of Credit denominated in Pounds, Euro or Australian Dollars, each Multicurrency Revolving Credit Lender shall pay by wire transfer of immediately available funds to the Administrative Agent not later than 2:00 p.m., Local Time, on the immediately following Business Day, an amount in such Alternative Currency equal to such Lender's Pro Rata Percentage of such L/C Disbursement (it being understood that such amount shall be deemed to constitute an Alternative Currency Revolving Loan of such Lender and such payment shall be deemed to have reduced the Multicurrency L/C Exposure), and the Administrative Agent will promptly pay to the applicable Issuing Bank amounts so received by it from the Revolving Credit Lenders. In the case of Letters of Credit denominated in any Alternative Currency other than Pounds, Euro or Australian Dollars, the Administrative Agent shall notify each Multicurrency Revolving Credit Lender of the Dollar Equivalent of the L/C Disbursement and of such Revolving Credit Lender's Pro Rata Percentage thereof, and each Revolving Credit Lender shall pay by wire transfer of immediately available funds to the Administrative Agent not later than 2:00 p.m., Local Time, on such date (or, if such Revolving Credit Lender shall have received such notice later than 12:00 (noon), Local Time, on any day, not later than 10:00 a.m., Local Time, on the immediately following Business Day), an amount in dollars equal to such Lender's Pro Rata Percentage of the Dollar Equivalent of such L/C Disbursement (it being understood that such amount shall be deemed to constitute an ABR Multicurrency Revolving Loan of such Lender and such payment shall be deemed to have reduced the Multicurrency L/C Exposure), and the Administrative Agent will promptly pay to the applicable Issuing Bank amounts so received by it from the Revolving Credit Lenders. The Administrative Agent will promptly pay to the applicable Issuing Bank any amounts received by it from any Borrower pursuant to Section 2.23(e) prior to the time that any Revolving Credit Lender makes any payment pursuant to this paragraph (f); any such amounts received by the Administrative Agent thereafter will be promptly remitted by the Administrative Agent to the Revolving Credit Lenders that shall have made such payments and to the applicable Issuing Bank, as their interests may appear. If any Revolving Credit Lender

shall not have made its Pro Rata Percentage of such L/C Disbursement available to the Administrative Agent as provided above, such Lender and the applicable Borrower severally agree to pay interest on such amount, for each day from and including the date such amount is required to be paid in accordance with this paragraph to but excluding the date such amount is paid, to the Administrative Agent for the account of the applicable Issuing Bank at (i) in the case of any Borrower, a rate per annum equal to the interest rate applicable to Revolving Loans pursuant to Section 2.06(a), and (ii) in the case of such Lender, for the first such day, a rate determined by the Administrative Agent to represent its cost of overnight funds in the applicable currency, and for each day thereafter, (A) if such L/C Disbursement is denominated in dollars, the Alternate Base Rate, and (B) if such L/C Disbursement is denominated in an Alternative Currency, the applicable Non-U.S. Base Rate.

SECTION 2.03. Borrowing Procedure. In order to request a Borrowing (other than a Swingline Loan or a deemed Borrowing pursuant to Section 2.02(f), as to which this Section 2.03 shall not apply), the applicable Borrower shall hand deliver or fax to the Administrative Agent a duly completed Borrowing Request (or telephone the Administrative Agent, promptly confirmed with a written and duly completed Borrowing Request) (a) in the case of a Term SOFR Borrowing (other than an Alternative Currency Borrowing), not later than 12:00 (noon), Local Time, three Business Days before a proposed Borrowing, (b) in the [[6410812]] -----

----- case of an Alternative Currency Borrowing, not later than 12:00 (noon), Local Time, three Business Days (or, in the case of an Alternative Currency Borrowing denominated in (i) Australian Dollars, four Business Days and (ii) Pounds, two Business Days) before the date of the proposed Borrowing and (c) in the case of an ABR Borrowing, not later than 12:00 (noon), New York City time, on the day (which shall be a Business Day) of the proposed Borrowing. Each Borrowing Request (including a telephonic Borrowing Request) shall be irrevocable, shall be signed by the applicable Borrower and shall specify the following information: (i) whether such Borrowing is to be a Term Borrowing of a particular Class, a U.S. Revolving Credit Borrowing or a Multicurrency Revolving Credit Borrowing, (ii) if such Borrowing is to be a Multicurrency Revolving Credit Borrowing, whether such Borrowing is to be a Dollar Borrowing or an Alternative Currency Borrowing; (iii) if such Borrowing is to be denominated in dollars, whether it is to be a Term SOFR Borrowing or an ABR Borrowing; (iv) the date of such Borrowing (which shall be a Business Day); (v) the number and location of the account to which funds are to be disbursed (which shall be an account that complies with the requirements of Section 2.02(c)); (vi) the amount of such Borrowing; (vii) if such Borrowing is to be an Alternative Currency Borrowing, the Alternative Currency of such Borrowing; and (viii) if such Borrowing is to be a Fixed Rate Borrowing, the initial Interest Period with respect thereto; provided, however, that, notwithstanding any contrary specification in any Borrowing Request, each requested Borrowing shall comply with the requirements set forth in Section 2.02. If no election is made as to whether a Revolving Credit Borrowing is to be a U.S. Revolving Credit Borrowing or a Multicurrency Revolving Credit Borrowing, then such Borrowing shall be deemed to be a U.S. Revolving Credit Borrowing if denominated in dollars and a Multicurrency Revolving Credit Borrowing if denominated in an Alternative Currency. If no election as to the currency of a Borrowing is specified in any such notice, then the requested Borrowing shall be denominated in dollars. If no election as to the Type of Borrowing is specified in any such notice, then the requested Borrowing shall be an ABR Borrowing if denominated in dollars or a Fixed Rate Borrowing if denominated in an Alternative Currency. If no Interest Period with respect to any Fixed Rate Borrowing is specified in any such notice, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.03 (and the contents thereof), of each Lender's portion of the requested Borrowing and the account to which Loans made in connection with the requested Borrowing are to be wired.

SECTION 2.04. Evidence of Debt; Repayment of Loans. (a) (i) Each Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender entitled thereto, on the Revolving Credit

Maturity Date, the then unpaid principal amount of each Revolving Loan made to such Borrower, and (ii) Terex hereby unconditionally promises to pay to the Administrative Agent (A) for the account of the U.S. Swingline Lender, the then unpaid principal amount of each U.S. Swingline Loan, on the last day of the Interest Period applicable to such Loan or, if earlier, on the Revolving Credit Maturity Date, (B) for the account of the Multicurrency Swingline Lender, the then unpaid principal amount of each Multicurrency Swingline Loan, on the last day of the Interest Period applicable to such Loan or, if earlier, on the Revolving Credit Maturity Date, and (C) for the account of each U.S. Term Lender entitled thereto, the principal amount of each U.S. Term Loan of such U.S. Term Lender as provided in Section 2.11(a). [[6410812]] -----

----- (b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement. (c) The Administrative Agent shall maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from each Borrower or any Guarantor and each Lender's share thereof. (d) The entries made in the accounts maintained pursuant to paragraphs (b) and (c) above shall be prima facie evidence of the existence and amounts of the obligations therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of any Borrower to repay the Loans made to such Borrower in accordance with their terms. (e) Any Lender may request that

Loans made by it be evidenced by a promissory note. In such event, the applicable Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in substantially the form set forth in Exhibit I-1, I-2 or I-3, as applicable, or otherwise in a form and substance reasonably acceptable to the Administrative Agent and Terex. SECTION

2.05. Fees. (a) Terex agrees to pay to each Lender in dollars, through the Administrative Agent, on the last Business Day of March, June, September and December in each year and on each date on which any Revolving Credit Commitment of such Lender shall expire or be terminated as provided herein, a facility fee (a "Facility Fee") equal to 0.50% per annum on the daily amount of the Revolving Credit Commitments of such Lender (but not the L/C Commitments, the Swingline Commitments or the Contract Loan Commitments, none of which commitments shall, for the avoidance of doubt, reduce the Revolving Credit Commitments of such Lender on which the Facility Fee shall be paid) during the preceding quarter (or other period commencing on the Restatement Effective Date or ending with the Revolving Credit Maturity Date or ending with the date on which the Revolving Credit Commitments of such Lender shall expire or be terminated); provided, however, that (i) such rate shall be 0.375% per annum with respect to any day on which the Applicable Credit Rating shall be BB- or better from S&P and Ba3 or better from Moody's, in each case with no negative outlook, and no Event of Default shall have occurred and be continuing; provided that such adjustment shall be given effect solely from and after the date on which Terex shall have provided written notice to the Administrative Agent with respect to the effectiveness of such Applicable Credit Ratings and (ii) if any Revolving Credit Exposure remains outstanding following any such expiration or termination of the Revolving Credit Commitments, the Facility Fees solely with respect to such Revolving Credit Exposure shall continue to accrue for so long as such Revolving Credit Exposure remains outstanding and shall be payable on demand. All Facility Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days. The Facility Fee due to each Lender shall [[6410812]] ----- commence to accrue on the Restatement Date and shall cease to accrue on the date on which the Revolving Credit Commitment of such Lender shall expire or be terminated as provided herein and there is not any remaining Revolving Credit

Exposure. (b) Terex agrees to pay to the Administrative Agent in dollars, for its own account, the administrative fees from time to time agreed to in writing by the Borrowers and the Administrative Agent (the "Administrative Agent Fees"). For the avoidance of doubt, the Administrative Agent Fees payable pursuant to the fee letter dated January 19, 2017, between Terex and Credit Suisse Securities (USA) LLC shall continue to be payable on the terms set forth therein, notwithstanding the termination of any of the credit facilities under the Existing Credit Agreement. (c) Terex agrees to pay (i) to each U.S. Revolving Credit Lender and each Multicurrency Revolving Credit Lender, through the Administrative Agent, on the last Business Day of March, June, September and December of each year and on the date on which the Revolving Credit Commitment of such Lender shall be terminated as provided herein, a fee (an "L/C Participation Fee") calculated on such Lender's Pro Rata Percentage of the daily aggregate U.S. L/C Exposure and Multicurrency L/C Exposure, respectively (excluding the portion thereof attributable to unreimbursed L/C Disbursements) during the preceding quarter (or shorter period commencing with the date on which any L/C Exposure arises hereunder or ending with the Revolving Credit Maturity Date or ending with the date on which all Letters of Credit have been canceled or have expired and the Revolving Credit Commitments of all Lenders shall have been terminated) at a rate equal to (A) in the case of Performance Letters of Credit, 50% of the Applicable Percentage from time to time used to determine the interest rate on Revolving Credit Borrowings comprised of Fixed Rate Loans pursuant to Section 2.06, and (B) in the case of all other Letters of Credit, 100% of the Applicable Percentage from time to time used to determine the interest rate on Revolving Credit Borrowings comprised of Fixed Rate Loans pursuant to Section 2.06, and (ii) to each Issuing Bank with respect to each Letter of Credit issued by it on the last Business Day of March, June, September and December in each year and on each date on which any Revolving Credit Commitment shall expire or be terminated as set forth herein a fronting fee equal to 0.125% per annum (or such other percentage as may be agreed upon by Terex and such Issuing Bank, with the consent of the Administrative Agent, not to be unreasonably withheld or delayed) on the amount of Letters of Credit issued by such Issuing Bank and outstanding during the preceding quarter (or other period commencing on the date on which any L/C Exposure arises hereunder or ending with the Revolving Credit Maturity Date or ending with the date on which the Revolving Credit Commitments shall expire or be terminated) (the "Issuing Bank Fees"). All L/C Participation Fees and Issuing Bank Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days and shall be payable in dollars. (d) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders, except that the Issuing Bank Fees shall be paid directly to the applicable Issuing Bank. Once paid, none of the Fees shall be refundable under any circumstances.

SECTION 2.06. Interest on Loans. (a) Subject to the provisions of Section 2.07, the Loans comprising each ABR Borrowing, including each U.S. Swingline Loan, shall ~~[[6410812]]~~ ----- bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be) at a rate per annum equal to the sum of (i) the Alternate Base Rate and (ii) the Applicable Percentage for such Loans in effect from time to time. (b) Subject to the provisions of Section 2.07, each Non-U.S. Base Rate Loan, including each Multicurrency Swingline Loan, shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days or, in the case of Non-U.S. Base Rate Loans denominated in Pounds or Australian Dollars, 365 or 366 days, as the case may be) at a rate per annum equal to the sum of (i) the rate set forth in the definition of the term "Non-U.S. Base Rate Loans" and (ii) the Applicable Percentage for ABR Revolving Loans in effect from time to time. (c) Subject to the provisions of Section 2.07, the Loans comprising each Fixed Rate Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days or, in the case of Fixed Rate Loans denominated in Pounds or Australian Dollars, 365 or 366 days, as the case may be) at a rate per annum equal to the sum of (i) Term SOFR, the EURIBO Rate or the Bank Bill Rate, as applicable, for the Interest

Period in effect for such Borrowing and (ii) the Applicable Percentage for such Loans in effect from time to time. (d) Subject to the provisions of Section 2.07, the Loans comprising each SONIA Rate Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days) at a rate per annum equal to the sum of (i) Daily Simple SONIA and (ii) the Applicable Percentage for such Loans in effect from time to time. (e) Interest on each Loan shall be payable (i) on the Interest Payment Dates applicable to such Loan except as otherwise provided in this Agreement and (ii) in the currency in which such Loan is denominated. The applicable Alternate Base Rate, Term SOFR, EURIBO Rate, Bank Bill Rate or Daily Simple SONIA for each Interest Period or day within an Interest Period, as the case may be, shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. SECTION 2.07. Default Interest. If any Borrower shall default in the payment of the principal of or interest on any Loan made to such Borrower or any other amount becoming due from such Borrower hereunder, by acceleration or otherwise, or under any other Loan Document, such Borrower shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount to but excluding the date of actual payment (after as well as before judgment) (a) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to Section 2.06 plus 2%, (b) in the case of reimbursement obligations with respect to L/C Disbursements owing in dollars, the rate applicable to ABR Revolving Loans plus 2%, (c) in the case of reimbursement obligations with respect to L/C Disbursements owing in Alternative Currencies, the rate applicable to Non-U.S. Base Rate Loans that are Revolving Loans for the applicable Alternative Currency plus 2% and (d) in the case of any interest payable on any Loan or reimbursement obligation with respect to any L/C Disbursement, any Facility Fee or other amount payable hereunder, at a rate per annum equal to the rate applicable to ABR Loans (or, in the case of interest, fees or amounts owing on account of obligations denominated in Alternative Currencies, Non-U.S. Base Rate Loans) that [[6410812]] -----
----- are U.S. Term Loans or Revolving Loans, as applicable, plus 2% (or, in the case of fees, reimbursements or any such other amounts that do not relate to Term Loans or the Revolving Credit Exposure, the Alternate Base Rate plus 3.00%). SECTION 2.08. Alternate Rate of Interest. (a) In the event, and on each occasion, that (i) on the day two Business Days prior to the commencement of any Interest Period for a Term SOFR Borrowing or a Eurocurrency Borrowing, as applicable, the Administrative Agent shall have determined that (A) deposits in the principal amounts of the Loans comprising such Borrowing are not generally available in the relevant market, (B) the rates at which such deposits are being offered will not adequately and fairly reflect the cost to any Lender of making or maintaining its Eurocurrency Loan during such Interest Period, (C) Term SOFR will not adequately and fairly reflect the cost to any Lender of making or maintaining its Term SOFR Loan during such Interest Period or (D) reasonable means do not exist for ascertaining Term SOFR or the EURIBO Rate, as applicable; provided that, no Benchmark Transition Event shall have occurred at such time with respect to the applicable Benchmark, or (ii) before 5:00 p.m. (Sydney time) on the Business Day after the first day of an Interest Period for a Bank Bill Rate Borrowing, the Administrative Agent receives a notification from a Lender or Lenders (whose Loans in a Bank Bill Rate Borrowing collectively exceed 35% of the relevant Bank Bill Rate Borrowing) that as a result of market circumstances not limited to it (whether or not those circumstances, or their effect on any such Lender's cost of funds, subsist on the date it becomes a Lender), the cost to it of funding its portion of that Bank Bill Rate Borrowing (from whatever source it may reasonably select) would be in excess of the Bank Bill Rate, as the case may be, the Administrative Agent shall, as soon as practicable thereafter, give written notice explaining such determination or notification to the applicable Borrower and the Lenders. (b) In the event of any such determination by the Administrative Agent under clause (a)(i) of this Section 2.08, until the Administrative Agent shall have advised such Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, any request by such Borrower for a Term SOFR Borrowing pursuant to Section 2.03 or 2.10 shall

be deemed to be a request for an ABR Borrowing and any request by such Borrower for a Eurocurrency Borrowing denominated in any Alternative Currency pursuant to Section 2.03 or 2.10 shall be deemed to be a request for a Non-U.S. Base Rate Loan, and in the event of any such notification to the Administrative Agent under clause (a)(ii) of this Section 2.08, the Bank Bill Rate shall be the rate reasonably determined by the relevant Lender or Lenders to be its or their cost of funds, provided that if the Administrative Agent or the Australian Borrower so requires, the Administrative Agent and the Australian Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest (and any substitute basis of interest pursuant to this proviso shall only apply with the prior consent of all the Lenders providing such Bank Bill Rate Loan and the Australian Borrower, and then shall be binding on all such parties). Each determination by the Administrative Agent or a Lender hereunder shall be conclusive absent manifest error. (c) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have **[[6410812]]** ----- occurred prior to any setting of the then-current USD Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such USD Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m., New York City time, on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document, so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis. (d) In connection with the use, administration, adoption or implementation of a Benchmark Replacement with respect to the then-current USD Benchmark, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. (e) The Administrative Agent will promptly notify Terex and the Lenders of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a USD Benchmark pursuant to Section 2.08(f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to this Section 2.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.08. (f) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current USD Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information

service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous [[6410812]] ----- definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor. (g) Upon Terex's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Borrowers may revoke any request for a Term SOFR Borrowing or a conversion to or continuation of Term SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the applicable Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans and (ii) any outstanding affected Term SOFR Loans will be deemed to have been converted to ABR Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Alternate Base Rate. (h) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or Terex or the Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to Terex) that Terex or the Required Lenders (as applicable) have determined that a Benchmark Transition Event has occurred with respect to the applicable Benchmark for any Alternative Currency, then, reasonably promptly after such determination by the Administrative Agent or receipt by the Administrative Agent of such notice, as applicable, the Administrative Agent and Terex may amend this Agreement solely for the purpose of replacing the Benchmark for such Alternative Currency in accordance with this Section 2.08 with an alternate benchmark rate giving due consideration to any evolving or then existing convention for similar syndicated credit facilities syndicated in the United States and denominated in the applicable Alternative Currency for such alternative benchmarks and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar syndicated credit facilities syndicated in the United States and denominated in the applicable Alternative Currency for such Benchmarks, each of which adjustments or methods for calculating such adjustments shall be published on one or more information services as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated (any such proposed rate, an "Alternative Currency Benchmark Replacement"), and any such amendment shall become effective at 5:00 p.m., New York City time, on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and Terex unless, prior to such time, Lenders constituting the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment. Such Alternative Currency Benchmark Replacement for the applicable Alternative Currency shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Alternative [[6410812]] ----- Currency Benchmark Replacement shall be applied in a manner as otherwise reasonably determined by the Administrative Agent. (i) If no Alternative Currency Benchmark Replacement has been determined for the applicable Alternative Currency and the

circumstances under Section 2.08(h) above exist or a Benchmark Replacement Date has occurred with respect to such Alternative Currency (as applicable), the Administrative Agent shall promptly so notify Terex and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurocurrency Loans (or SONIA Rate Loans, if applicable) in such Alternative Currency shall be suspended (to the extent of the affected Eurocurrency Loans or Interest Periods (or SONIA Rate Loans, if applicable)). Upon receipt of such notice (i) the applicable Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Eurocurrency Loans (or SONIA Loans, as the case may be) in each such affected Alternative Currency (to the extent of the affected Alternative Currency Loans or Interest Periods) or, failing that, will be deemed to have converted each such request into a request for a borrowing of ABR Loans denominated in dollars in the Dollar Equivalent of the amount specified therein and (ii) any outstanding affected Eurocurrency Loans or SONIA Rate Loans, at the applicable Borrower's election, shall either be (x) converted into a borrowing of ABR Loans denominated in dollars in the Dollar Equivalent of the amount of such outstanding Eurocurrency Loans at the end of the applicable Interest Period (or, in the case of SONIA Rate Loans, on the next Business Day following notification by the Administrative Agent) or (y) be prepaid at the end of the applicable Interest Period (or, in the case of SONIA Rate Loans, on the next Business Day following notification by the Administrative Agent) in full; provided that if no election is made by the applicable Borrower by the earlier of the date that is (A) three Business Days after receipt by Terex of such notice and (B) the last day of the current Interest Period for the applicable Borrowing, the applicable Borrower shall be deemed to have elected clause (x) above.

Notwithstanding anything to the contrary contained herein, any definition of an Alternative Currency Benchmark Replacement for any Alternative Currency shall provide that in no event shall such Alternative Currency Benchmark Replacement be less than zero for all purposes of this Agreement. (j) In connection with the implementation of an Alternative Currency Benchmark Replacement for any Alternative Currency, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes with respect to the applicable Alternative Currency from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrowers. SECTION 2.09.

Termination and Reduction of Commitments. (a) Any Revolving Credit Commitments and the Swingline Commitments shall automatically terminate on the Revolving Credit Maturity Date. Any L/C Commitment shall automatically terminate on the earlier to occur of (i) the termination of the Revolving Credit Commitments and (ii) the date that is five Business Days prior to the Revolving Credit Maturity Date. The Delayed Draw Term Loan Commitments established under the July 2024 Incremental Assumption and Amendment Agreement shall terminate as set forth therein. Any [[6410812]] ----- Incremental Term Loan Commitment shall terminate as provided in the applicable Incremental Assumption Agreement. (b) Upon at least three Business Days' prior irrevocable written or fax notice to the Administrative Agent, Terex may at any time in whole permanently terminate, or from time to time in part permanently reduce, the U.S. Term Loan Commitments, the Delayed Draw Term Loan Commitments, the U.S. Revolving Credit Commitments or the Multicurrency Revolving Credit Commitments; provided, however, that (i) each partial reduction of the U.S. Term Loan Commitments, the Delayed Draw Term Loan Commitments, the U.S. Revolving Credit Commitments or the Multicurrency Revolving Credit Commitments shall be in an integral multiple of \$1,000,000 and in a minimum amount of \$5,000,000, (ii) the Total U.S. Revolving Credit Commitment shall not be reduced to an amount that is less than the sum of (x) the Aggregate U.S. Revolving Credit Exposure at the time and (y) the U.S. Contract Loan Exposure at such time and (iii) the Total Multicurrency Revolving Credit Commitment shall not be reduced to an amount that is less than the sum of (x) the Aggregate Multicurrency Revolving Credit Exposure at the time and (y) the Multicurrency Contract Loan Exposure at such time. Notwithstanding anything to the contrary contained in this Section 2.09(b), a termination notice of the U.S.

Term Loan Commitments, the Delayed Draw Term Loan Commitments, the U.S. Revolving Credit Commitments or the Multicurrency Revolving Credit Commitments delivered by Terex may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by Terex (by written or fax notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. (c) Each reduction in the Term Loan Commitments or the Revolving Credit Commitments of a Class hereunder shall be made ratably among the Lenders in accordance with their applicable Commitments. Terex shall pay to the Administrative Agent for the account of the applicable Lenders, on the date of each termination or reduction of any Revolving Credit Commitments, the Facility Fees on the amount of the Revolving Credit Commitments so terminated or reduced, accrued to but excluding the date of such termination or reduction.

SECTION 2.10. Conversion and Continuation of Borrowings. Each Borrower shall have the right at any time upon prior irrevocable notice to the Administrative Agent (a) not later than 1:00 p.m., New York City time, one Business Day prior to conversion, to convert any Term SOFR Borrowing into an ABR Borrowing, (b) not later than 12:00 (noon), Local Time, three Business Days prior to conversion or continuation (or in the case of a continuation of a Fixed Rate Borrowing denominated in Australian Dollars, four Business Days prior to continuation), to convert any ABR Borrowing into a Term SOFR Borrowing or to continue any Fixed Rate Borrowing as a Fixed Rate Borrowing in the same currency for an additional Interest Period, and (c) not later than 12:00 (noon), Local Time, three Business Days prior to conversion (or in the case of a conversion of a Fixed Rate Borrowing denominated in Australian Dollars, four Business Days prior to conversion), to convert the Interest Period with respect to any Fixed Rate Borrowing to another permissible Interest Period, subject in each case to the following: [[6410812]] -----

----- (i) each conversion or continuation shall be made pro rata among the Lenders in accordance with the respective principal amounts of the Loans comprising the converted or continued Borrowing; (ii) if less than all the outstanding principal amount of any Borrowing shall be converted or continued, then each resulting Borrowing shall satisfy the limitations specified in Sections 2.02(a) and 2.02(b) regarding the principal amount and maximum number of Borrowings of the relevant Type; (iii) each conversion shall be effected by each Lender and the Administrative Agent by recording for the account of such Lender the new Loan of such Lender resulting from such conversion and reducing the Loan (or portion thereof) of such Lender being converted by an equivalent principal amount; (iv) accrued interest on any Fixed Rate Loan (or portion thereof) being converted shall be paid by such Borrower at the time of conversion; (v) if any Fixed Rate Borrowing is converted at a time other than the end of the Interest Period applicable thereto, such Borrower shall pay, upon demand, any amounts due to the Lenders pursuant to Section 2.16; (vi) any portion of a Borrowing (other than an Alternative Currency Borrowing) maturing or required to be repaid in less than 14 days may not be converted into or continued as a Fixed Rate Borrowing; (vii) any portion of a Term SOFR Borrowing that cannot be converted into or continued as a Term SOFR Borrowing by reason of the immediately preceding clause shall be automatically converted at the end of the Interest Period in effect for such Borrowing into an ABR Borrowing, and any portion of an Alternative Currency Borrowing required to be repaid in less than 14 days may be converted, with the consent of the Administrative Agent (which shall not be unreasonably withheld), to an Interest Period ending on the date that such Borrowing is required to be repaid; (viii) no Interest Period may be selected for any Term SOFR Term Borrowing that would end later than a Repayment Date, occurring on or after the first day of such Interest Period if, after giving effect to such selection, the aggregate outstanding amount of (A) the Term SOFR Term Borrowings with Interest Periods ending on or prior to such Repayment Date and (B) the ABR Term Borrowings would not be at least equal to the principal amount of Term Borrowings to be paid on such Repayment Date; and (ix) upon notice to any Borrower from the Administrative Agent given at the request of the Required Lenders, after the occurrence and during the continuance of a Default or Event of Default, (A) no outstanding Dollar Borrowing may be converted

into, or continued as, a Term SOFR Borrowing, (B) unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (C) no Interest Period in excess of one month may be selected for any Alternative Currency Borrowing. [[6410812]] -----

----- Each notice pursuant to this Section 2.10 shall be irrevocable and shall refer to this Agreement and specify (i) the identity and amount of the Borrowing that the applicable Borrower requests be converted or continued, (ii) whether such Borrowing is to be converted to or continued as a Fixed Rate Borrowing or an ABR Borrowing, (iii) if such notice requests a conversion, the date of such conversion (which shall be a Business Day) and (iv) if such Borrowing is to be converted to or continued as a Fixed Rate Borrowing, the Interest Period with respect thereto. If no Interest Period is specified in any such notice with respect to any conversion to or continuation as a Fixed Rate Borrowing, such Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall advise the Lenders of any notice given pursuant to this Section 2.10 and of each Lender's portion of any converted or continued Borrowing. If such Borrower shall not have given notice in accordance with this Section 2.10 to continue any Borrowing into a subsequent Interest Period (and shall not otherwise have given notice in accordance with this Section 2.10 to convert such Borrowing), such Borrowing shall, at the end of the Interest Period applicable thereto (unless repaid pursuant to the terms hereof), (i) in the case of a Dollar Borrowing, automatically be continued as an ABR Borrowing and (ii) in the case of an Alternative Currency Borrowing, automatically be continued into a new Interest Period of one month's duration. Notwithstanding any contrary provisions herein, the currency of an outstanding Borrowing may not be changed in connection with any conversion or continuation of such Borrowing.

SECTION 2.11. Repayment of Term Borrowings. (a) (i) Terex shall pay to the Administrative Agent, for the account of the U.S. Term Lenders, on the last Business Day of each March, June, September and December of each year (each such date being called a "U.S. Term Loan Repayment Date"), commencing on the last Business Day of September 2017, a principal amount of the U.S. Term Loans (as adjusted from time to time pursuant to Sections 2.12(b), 2.13(e), 2.27(d) and 9.04(l)) equal to \$1,000,000, with the balance payable on the Term Loan Maturity Date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment. (ii) Terex shall pay to the Administrative Agent, for the account of the Delayed Draw Term Lenders, on the last Business Day of each March, June, September and December of each year (each such date being called a "Delayed Draw Term Loan Repayment Date"), commencing on the second full fiscal quarter ending after the Delayed Draw Funding Date, an amount equal to 0.25% of the aggregate principal amount of the Delayed Draw Term Loans made on the Delayed Draw Funding Date (as adjusted from time to time pursuant to Sections 2.12(b), 2.13(e), 2.27(d) and 9.04(l)). (b) To the extent not previously paid, all applicable Term Loans shall be due and payable on the applicable Term Loan Maturity Date, together with accrued and unpaid interest on the principal amount to be paid to but excluding the date of payment. (c) The applicable Borrower shall pay to the Administrative Agent, for the account of the Lenders, on each Incremental Term Loan Repayment Date, a principal amount of the Other Term Loans (as adjusted from time to time pursuant to Sections 2.12(b) and 2.13(e)) equal to the amount set forth in the applicable Incremental Assumption Agreement, together in [[6410812]] -----

----- each case with accrued and unpaid interest on the principal amount to be paid to, but excluding, the date of such payment. (d) All repayments pursuant to this Section 2.11 shall be subject to Section 2.16, but shall otherwise be without premium or penalty.

SECTION 2.12. Prepayment. (a) Each Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, upon prior written or fax notice (or telephone notice promptly confirmed by written or fax notice) to the Administrative Agent (i) in the case of a prepayment of a Fixed Rate Borrowing, given before 12:00 (noon), Local Time, three Business Days before such prepayment, (ii) in the case of a prepayment of ABR Loans, given before 12:00 (noon), Local Time, on the day (which shall be a Business Day) of such prepayment, (iii) in the

case of a prepayment of SONIA Rate Loans, given before 1:00 p.m., Local Time, two Business Days before such prepayment and (iv) in the case of a prepayment of Non-U.S. Base Rate Loans, given before 1:00 p.m. Local Time, one Business Day before such prepayment; provided, however, that each partial prepayment shall be in an amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. (b) Optional prepayments of Term Loans shall be allocated among any outstanding Classes of Term Loans of the applicable Borrower as specified by the applicable Borrower and applied (A) first, against the remaining scheduled installments of principal due in respect thereof under Sections 2.11(a) and 2.11(c), respectively, in the next twelve months in the order of maturity and (B) second, pro rata against such remaining scheduled installments of principal of such Borrower. (c) Each notice of prepayment shall specify the prepayment date and the principal amount of each Borrowing (or portion thereof) of such Borrower to be prepaid, shall be irrevocable and shall commit the applicable Borrower to prepay such Borrowing by the amount stated therein on the date stated therein. All prepayments under this Section 2.12 shall be subject to Section 2.16 but, except as provided in Section 2.12(d), otherwise without premium or penalty. Notwithstanding anything to the contrary contained in this Section 2.12(c), a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by Terex (by written or fax notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. All prepayments under this Section 2.12 shall be accompanied by accrued interest on the principal amount being prepaid to but excluding the date of payment.

SECTION 2.13. Mandatory Prepayments. (a) In the event of any termination of all the U.S. Revolving Credit Commitments or Multicurrency Revolving Credit Commitments, (i) each Borrower shall repay or prepay (A) all its outstanding U.S. Revolving Credit Borrowings or Multicurrency Revolving Credit Borrowings, as applicable, and (B) all its outstanding Multicurrency Swingline Loans (in the case of a termination of the Multicurrency Revolving Credit Commitments) and (ii) Terex shall repay or prepay all outstanding U.S. Swingline Loans (in the case of a termination of the U.S. Revolving Credit Commitments), in each case on the date of any such termination. In the event of any partial reduction of the U.S. Revolving Credit Commitments or Multicurrency Revolving Credit [[6410812]] ----- Commitments, then at or prior to the effective date of such reduction, the Administrative Agent shall notify the Borrowers and the applicable Revolving Credit Lenders of the Aggregate U.S. Revolving Credit Exposure or Aggregate Multicurrency Revolving Credit Exposure, as applicable, after giving effect thereto. If at any time, as a result of such a partial reduction or termination, as a result of fluctuations in exchange rates or otherwise, (x) the Aggregate U.S. Revolving Credit Exposure plus the U.S. Contract Loan Exposure would exceed the Total U.S. Revolving Credit Commitment, (y) the Aggregate Multicurrency Revolving Credit Exposure plus the Multicurrency Contract Loan Exposure would exceed the Total Multicurrency Revolving Credit Commitment or (z) the Aggregate Australian Dollar Revolving Credit Exposure would exceed the Australian Dollar Sublimit, then the applicable Borrower or Borrowers shall (1) on the date of such reduction or termination of Revolving Credit Commitments or (2) within three Business Day following notice from the Administrative Agent of any such fluctuation in exchange rate or otherwise, repay or prepay Revolving Credit Borrowings or Swingline Loans (or a combination thereof) and/or cash collateralize Letters of Credit in an amount sufficient to eliminate such excess. (b) Not later than the third Business Day following the receipt of Net Cash Proceeds in respect of any Asset Sale (other than (i) any Asset Sale the Net Cash Proceeds of which are not greater than \$15,000,000 from any single event or series of related events, or (ii) Asset Sales the aggregate Net Cash Proceeds of which are not greater than \$50,000,000 in any fiscal year of Terex), the outstanding Term Loans shall be prepaid in accordance with Section 2.13(f) in an aggregate principal amount equal to 100% of such Net Cash Proceeds. (c) In the event that Terex or any Restricted Subsidiary shall receive Net Cash Proceeds from the issuance or incurrence of any Indebtedness for money borrowed (other than Indebtedness for money borrowed permitted pursuant to Section 6.01), then,

substantially simultaneously with (and in any event not later than the third Business Day next following) the receipt of such Net Cash Proceeds, 100% of such Net Cash Proceeds shall be used to prepay outstanding Term Loans in accordance with Section 2.13(f). (d) No later than 60 days after the end of each ECF Period, outstanding Term Loans shall be prepaid in accordance with Section 2.13(f) in an aggregate principal amount equal to 50% of Excess Cash Flow for the ECF Period then ended minus Voluntary Prepayments during such ECF Period; provided, however, that no such prepayment shall be required for an ECF Period if the Senior Secured Leverage Ratio as of the end of such ECF Period was less than 2.75 to 1.00. (e) In the event that there shall occur any Casualty or Condemnation and, pursuant to the applicable Mortgage, the Casualty Proceeds or Condemnation Proceeds, as the case may be, are required to be used to prepay the Term Loans, then the outstanding Term Loans shall be prepaid in accordance with Section 2.13(f) in an aggregate principal amount equal to 100% of such Casualty Proceeds or Condemnation Proceeds, as the case may be. (f) Each prepayment of outstanding Term Loans required to be made pursuant to any paragraph of this Section 2.13 shall be allocated pro rata between the U.S. Term Loans and the other Classes of Term Loans then outstanding (if any) and applied (i) first against the remaining scheduled installments of principal due in respect thereof under Sections 2.11(a) and [[6410812]] ----- 2.11(c), respectively, in the next twelve months in the order of maturity and (ii) second, pro rata against such remaining scheduled installments of principal. (g) Terex shall deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.13, (i) a certificate signed by a Financial Officer of Terex setting forth in reasonable detail the calculation of the amount of such prepayment and (ii) to the extent practicable, at least three Business Days' prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid. All prepayments of Borrowings under this Section 2.13 shall be subject to Section 2.16, but shall otherwise be without premium or penalty. (h) To the extent possible consistent with Section 2.13(f), amounts to be applied pursuant to this Section 2.13 to the prepayment of Term Loans and Revolving Loans shall be applied, as applicable, first to prepay outstanding ABR Term Loans and ABR Revolving Loans. Any amounts remaining after each such application shall, at the option of the applicable Borrower, be applied to prepay Fixed Rate Term Loans or Fixed Rate Revolving Loans, as the case may be, immediately and/or shall be deposited in the Prepayment Account (as defined below). The Administrative Agent shall apply any cash deposited in the Prepayment Account (i) allocable to Term Loans to prepay Fixed Rate Term Loans and (ii) allocable to Revolving Loans to prepay Fixed Rate Revolving Loans, in each case on the last day of their respective Interest Periods (or, at the direction of such Borrower, on any earlier date) until all outstanding Term Loans or Revolving Loans, as the case may be, have been prepaid or until all the allocable cash on deposit with respect to such Loans has been exhausted. For purposes of this Agreement, the term "Prepayment Account" shall mean an account established by such Borrower with the Administrative Agent and over which the Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal for application in accordance with this paragraph (h). The Administrative Agent will, at the request of such Borrower, invest amounts on deposit in the Prepayment Account in Permitted Investments that mature prior to the last day of the applicable Interest Periods of the Fixed Rate Term Borrowings or Fixed Rate Revolving Borrowings to be prepaid, as the case may be; provided, however, that (A) the Administrative Agent shall not be required to make any investment that, in its sole judgment, would require or cause the Administrative Agent to be in, or would result in any, violation of any law, statute, rule or regulation and (B) the Administrative Agent shall have no obligation to invest amounts on deposit in the Prepayment Account if a Default or Event of Default shall have occurred and be continuing. Such Borrower shall indemnify the Administrative Agent for any losses relating to the investments so that the amount available to prepay Fixed Rate Borrowings on the last day of the applicable Interest Period is not less than the amount that would have

been available had no investments been made pursuant thereto. Other than any interest earned on such investments (which shall be for the account of the applicable Borrower, to the extent not necessary for the prepayment of Fixed Rate Loans in accordance with this Section 2.13), the Prepayment Account shall not bear interest. Interest or profits, if any, on such investments shall be deposited in the Prepayment Account and reinvested and disbursed as specified above. If the maturity of the Loans has been accelerated pursuant to Article VII, the Administrative Agent may, in its sole discretion, apply all amounts on deposit in the Prepayment Account to satisfy any of the Obligations. Each Borrower hereby grants to the Administrative Agent, for its benefit and the benefit of the Secured Parties, a security interest in its Prepayment Account to secure the [6410812] ----- Obligations. This paragraph (h) shall not be construed to alter the application required by Section 2.13(f).

SECTION 2.14. Reserve Requirements; Change in Circumstances. (a) Notwithstanding any other provision of this Agreement, if any Change in Law shall change the basis of taxation of payments to the Administrative Agent, any Lender or any Issuing Bank of the principal of or interest on any Fixed Rate Loan made by such Lender or any Fees or other amounts payable under any Loan Document (other than changes in respect of Indemnified Taxes, Taxes described in clauses (ii), (iii), (iv) and (v) of the definition of Excluded Taxes and Connection Income Taxes), or shall impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement against assets of, deposits with or for the account of or credit extended by any Lender or any Issuing Bank (except any such reserve requirement which is reflected in the EURIBO Rate or the Bank Bill Rate, as the case may be) or shall impose on such Lender or such Issuing Bank or the relevant interbank market any other condition affecting this Agreement or Fixed Rate Loans made by such Lender or any Letter of Credit or participation therein, and the result of any of the foregoing shall be to increase the cost to such Lender or such Issuing Bank of making or maintaining any Fixed Rate Loan or increase the cost to any Lender of issuing or maintaining any Letter of Credit or purchasing or maintaining a participation therein or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise) by an amount deemed by such Lender or such Issuing Bank to be material, then the applicable Borrower(s) will pay to such Lender or such Issuing Bank, as the case may be, upon demand such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered. (b) If any Lender or any Issuing Bank shall have determined that any Change in Law (including any regarding liquidity or capital adequacy) has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made or participations in Letters of Credit purchased by such Lender pursuant hereto or the Letters of Credit issued by such Issuing Bank pursuant hereto to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to liquidity or capital adequacy) by an amount deemed by such Lender or such Issuing Bank to be material, then from time to time the applicable Borrower(s) shall pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered. (c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as applicable, as specified in paragraph (a) or (b) above and setting forth in reasonable detail the basis for, and calculation of, such amount or amounts shall be delivered to the Borrowers and shall be conclusive absent manifest error. Notwithstanding anything in this Section 2.14 to the contrary, no Lender or Issuing Bank shall be entitled to any additional amount or amounts under this Section 2.14 unless and only if such Lender or Issuing Bank is generally

seeking similar [[6410812]] ----- compensation from similarly situated borrowers (which are parties to credit or loan documentation containing a provision similar to this Section 2.14), as determined by such Lender or Issuing Bank in its reasonable discretion. The applicable Borrower(s) shall pay such Lender or such Issuing Bank the amount shown as due on any such certificate delivered by it within 10 days after its receipt of the same. (d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation. The protection of this Section shall be available to each Lender and each Issuing Bank regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, agreement, guideline or other change or condition that shall have occurred or been imposed.

SECTION 2.15. Change in Legality. (a) Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for any Lender to make or maintain any Fixed Rate Loan or to give effect to its obligations as contemplated hereby with respect to any Fixed Rate Loan, then, by written notice to the Borrowers and to the Administrative Agent: (i) such Lender may declare that Fixed Rate Loans in the affected currency will not thereafter (for the duration of such unlawfulness) be made by such Lender hereunder (or be continued for additional Interest Periods) and ABR Loans and Non-U.S. Base Rate Loans will not thereafter (for such duration) be converted into Fixed Rate Loans in the affected currency, whereupon any request for a Fixed Rate Borrowing in the affected currency (or to convert an ABR Borrowing or a Non-U.S. Base Rate Loan to a Fixed Rate Borrowing in the affected currency or to continue a Fixed Rate Borrowing in the affected currency for an additional Interest Period) shall, as to such Lender only, be deemed a request for an ABR Loan (in the case of Dollar Loans) or Non-U.S. Base Rate Loans (in the case of Alternative Currency Loans) (or a request to continue an ABR Loan or a Non-U.S. Base Rate Loan as such for an additional Interest Period or to convert a Fixed Rate Loan into an ABR Loan or a Non-U.S. Base Rate Loan, as the case may be), unless such declaration shall be subsequently withdrawn; and (ii) such Lender may require that all outstanding Fixed Rate Loans in the affected currency made by it be converted to ABR Loans (in the case of Dollar Loans) or Non-U.S. Base Rate Loans (in the case of Alternative Currency Loans) in which event all such Fixed Rate Loans shall be automatically converted to such ABR Loans or Non-U.S. Base Rate Loans as of the effective date of such notice as provided in paragraph (b) below. (iii) In the event any Lender shall exercise its rights under (i) or (ii) above, all payments and prepayments of principal that would otherwise have been applied to repay the Fixed Rate Loans that would have been made by such Lender or the converted Fixed Rate Loans of such Lender shall instead be applied to repay the ABR Loans or the [[6410812]] -----

----- Non-U.S. Base Rate Loans made by such Lender in lieu of, or resulting from the conversion of, such Fixed Rate Loans. (b) For purposes of this Section 2.15, a notice to Terex by any Lender shall be effective as to each Fixed Rate Loan made by such Lender, if lawful, on the last day of the Interest Period currently applicable to such Fixed Rate Loan; in all other cases such notice shall be effective on the date of receipt by Terex.

SECTION 2.16. Indemnity. Each applicable Borrower shall indemnify each Lender against any loss or expense, including any break-funding cost or any loss sustained in converting between any Alternative Currency and dollars, as the case may be, that such Lender may sustain or incur as a consequence of (a) any event, other than a default by such Lender in the performance of its obligations hereunder, which results in (i) such Lender receiving or being deemed to receive any amount on account of the principal of any Fixed Rate Loan prior to the end of the Interest Period in effect therefor, (ii) the conversion of any (A) Fixed Rate Loan to an ABR Loan or Non-U.S. Base Rate Loan or (B) Interest Period with respect to any Fixed Rate Loan, in each case other than on the last day of the Interest Period in effect therefor, or (iii) any Fixed Rate Loan to be made by such Lender (including any Fixed Rate Loan to be made pursuant to a conversion or continuation under Section 2.10) not being made after notice of such Loan shall have been given by the applicable Borrower

hereunder (any of the events referred to in this clause (a) being called a "Breakage Event") or (b) any default in the making of any payment or prepayment required to be made hereunder. In the case of any Breakage Event, such loss shall include an amount equal to the excess, as reasonably determined by such Lender, of (i) its cost of obtaining funds for the Fixed Rate Loan that is the subject of such Breakage Event for the period from the date of such Breakage Event to the last day of the Interest Period in effect (or that would have been in effect) for such Loan over (ii) the amount of interest likely to be realized by such Lender in redeploying the funds released or not utilized by reason of such Breakage Event for such period. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this Section 2.16, together with a reasonably detailed calculation thereof, shall be delivered to the applicable Borrower and shall be conclusive absent manifest error.

SECTION 2.17. Pro Rata Treatment. Subject to Section 2.30 and except as provided below in this Section 2.17 with respect to Swingline Loans and as required under Section 2.15 or 2.29, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each payment of the Facility Fees, each reduction of the Term Loan Commitments, the U.S. Revolving Credit Commitments or the Multicurrency Revolving Credit Commitments and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type shall be allocated pro rata among the Lenders in accordance with their respective applicable Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans). For purposes of determining the available U.S. Revolving Credit Commitments of the Lenders at any time, each outstanding U.S. Swingline Loan and U.S. Contract Loan shall be deemed to have utilized the U.S. Revolving Credit Commitments of the Lenders (including those Lenders which shall not have made U.S. Swingline Loans or U.S. Contract Loans) pro rata in accordance with such respective U.S. Revolving Credit Commitments. For purposes of determining the available Multicurrency [[6410812]] -----
----- Revolving Credit Commitments of the Lenders at any time, each outstanding Multicurrency Swingline Loan and Multicurrency Contract Loan shall be deemed to have utilized the Multicurrency Revolving Credit Commitments of the Lenders (including those Lenders which shall not have made Multicurrency Swingline Loans or Multicurrency Contract Loans) pro rata in accordance with such Multicurrency Revolving Credit Commitments. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole dollar or applicable Alternative Currency amount.

SECTION 2.18. Sharing of Setoffs. Each Lender agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against any Borrower or any other Loan Party, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable bankruptcy, insolvency, examinership or other similar law or otherwise, or by any other means, obtain payment (voluntary or involuntary) in respect of any of its Loans or participations in L/C Disbursements or Swingline Loans as a result of which the unpaid principal portion of its Loans and participations in L/C Disbursements and Swingline Loans and accrued interest thereon shall be proportionately less than the unpaid portion of the Loans and participations in L/C Disbursements and Swingline Loans and accrued interest thereon of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Loans and participations in L/C Disbursements and Swingline Loans, as the case may be, and interest thereon of such other Lender, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of the principal of and accrued interest on their respective Loans and participations in L/C Disbursements and Swingline Loans; provided, however, that (a) if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.18 and the payment giving rise thereto shall thereafter be

recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest, and (b) the provisions of this Section 2.18 shall not be construed to apply to any payment made by any Loan Party pursuant to and in accordance with the express terms of this Agreement (including any payment received pursuant to Section 2.15). Each Borrower expressly consents to the foregoing arrangements and agrees that any Lender holding a participation in a Loan or L/C Disbursement deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by such Borrower to such Lender by reason thereof as fully as if such Lender had made a Loan directly to such Borrower in the amount of such participation.

SECTION 2.19. Payments. (a) Each Borrower shall make each payment (including principal of or interest on any Borrowing or any L/C Disbursement or any Fees or other amounts) hereunder and under any other Loan Document from a Payment Location in the United States or the jurisdiction of any Alternative Currency prior to (i) 1:00 p.m., Local Time, on the date when due, in the case of any amount payable in dollars, and (ii) 12:00 (noon), Local Time, on the date when due, in the case of any amount payable in any Alternative Currency, in each case, in immediately available funds, without setoff, defense or counterclaim. Each such payment (other than (i) Issuing Bank Fees, which shall be paid directly to the applicable [[6410812]] ----- Issuing Bank, and (ii) principal of and interest on Swingline Loans, which shall be paid directly to the applicable Swingline Lender except as otherwise provided in Section 2.22(e)) shall be made to such account as shall from time to time be specified in a writing delivered to Terex and each Borrower by the Administrative Agent. All Alternative Currency Loans hereunder shall be denominated and made, and all payments hereunder or under any other Loan Document in respect thereof (whether of principal, interest, fees or otherwise) shall be made, in such Alternative Currency. All Dollar Loans hereunder shall be denominated and made, and all payments of principal and interest, Fees or otherwise hereunder or under any other Loan Document in respect thereof shall be made, in dollars, except as otherwise expressly provided herein. Unless otherwise agreed by the applicable Borrower and each Lender to receive any such payment, all other amounts due hereunder or under any other Loan Document shall be payable in dollars. (b) Whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.20. Taxes. For purposes of this Section, the term "Lender" shall include any Issuing Bank or Transferee. (a) Any and all payments by or on behalf of any Loan Party, other than any U.K. Loan Party or any Irish Loan Party, hereunder and under any other Loan Document shall be made, in accordance with Section 2.19, free and clear of and without deduction for any Taxes imposed by any Governmental Authority in the United States, the jurisdiction of any Alternative Currency or the jurisdiction of any Payment Location, except as required by applicable law. If any Loan Party, other than any U.K. Loan Party or any Irish Loan Party, shall be required under applicable law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to the Administrative Agent or any Lender, (i) if such Taxes are Indemnified Taxes, the applicable Loan Party shall pay an additional amount (an "additional amount") as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.20) the Lender shall receive an amount equal to the sum it would have received had no such deductions for Indemnified Taxes been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. (b) In addition, each Borrower (other than any U.K. Loan Party or Irish Loan Party) agrees to pay to the relevant Governmental Authority in accordance with applicable law any current or future stamp, documentary, excise, transfer, sales, property or similar Taxes, charges or levies (including mortgage

recording Taxes and similar fees) that arise from any payment made hereunder or under any other Loan Document or from the execution, delivery, enforcement or registration of, or otherwise with respect to, this Agreement or any other Loan Document imposed by any Governmental Authority in the United States, the jurisdiction of any Alternative Currency or the jurisdiction of any Payment Location other than any such Taxes that [[6410812]] ----- are Other Connection Taxes imposed with respect to an assignment (other than an assignment made at the request of any Borrower) ("Other Taxes"). (c) Each Loan Party (other than any U.K. Loan Party or any Irish Loan Party) will indemnify the Administrative Agent and each Lender for the full amount of Indemnified Taxes and Other Taxes attributable to it (including Indemnified Taxes and Other Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Administrative Agent or such Lender, as the case may be, and any liability (including penalties, interest and expenses (including reasonable attorney's fees and expenses)) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared by the Administrative Agent or a Lender, or the Administrative Agent on its behalf, absent manifest error, shall be final, conclusive and binding for all purposes. Such indemnification shall be made within 30 days after the date the Administrative Agent or any Lender makes written demand therefor. (d) Each Lender shall severally indemnify the Administrative Agent, within 30 days after demand therefor, for (i) any Indemnified Taxes and Other Taxes attributable to such Lender (but only to the extent that the Loan Parties have not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(f)(ii) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d). (e) As soon as practicable after the date of any payment of Indemnified Taxes or Other Taxes by any Borrower (other than any U.K. Loan Party or Irish Loan Party) or any other Loan Party (other than any U.K. Loan Party or any Irish Loan Party) to the relevant Governmental Authority, such Borrower or such other Loan Party will deliver to the Administrative Agent, at its address referred to in Section 9.01, the original or a certified copy of a receipt issued by such Governmental Authority evidencing payment thereof. (f) (i) Each Lender that is entitled to an exemption from, or reduction of, withholding Tax under the law of the jurisdiction (other than the United Kingdom or Ireland) in which any Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments by such Borrower under this Agreement and the other Loan Documents shall deliver to such Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by such Borrower (including, for the avoidance of doubt, applicable Australian law, which documentation shall include such Lender's Australian Business Number [[6410812]] ----- or Tax File Number or details of a relevant exemption) as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if reasonably requested by any Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law (including, for the avoidance of doubt, applicable Australian law) or reasonably requested by the applicable Borrower or the Administrative Agent as

will enable such Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall deliver such documentation promptly upon the obsolescence or invalidity of any documentation previously delivered by such Lender. Notwithstanding any other provision of this Section 2.20(f), a Lender shall not be required to deliver any documentation pursuant to this Section 2.20(f) that such Lender is not legally able to deliver. (ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person, (A) any Lender that is a U.S. Person holding a Loan or Commitment extended to such Borrower shall deliver to such Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax; (B) any Non-U.S. Lender holding a Loan or Commitment extended to such Borrower shall, to the extent it is legally entitled to do so, deliver to such Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), whichever of the following is applicable: (1) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty; (2) executed originals of IRS Form W-8ECI; (3) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-1 to the effect that such Non-U.S. Lender is not a "bank" within the meaning of Section [[6410812]] ----- 881(c)(3)(A) of the Code, a "10 percent shareholder" of such Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or (4) to the extent a Non-U.S. Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-4 on behalf of each such direct and indirect partner; and (C) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to such Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit such Borrower or the Administrative Agent to determine the withholding or deduction required to be made. (g) If a payment made to a Lender under any Loan Document would be subject to United States federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Loan Party or Administrative

Agent (such applicable party a "Withholding Agent"), at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement. (h) Nothing contained in this Section 2.20 or Sections 2.31 or 2.32 shall require any Lender or the Administrative Agent to make available any of its Tax returns (or any other information that it deems to be confidential or proprietary). [[6410812]] ----- (i) Each party's obligations under this Section 2.20 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document. (j) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.20 or Sections 2.31 or 2.32 (including by the payment of additional amounts pursuant to such sections), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out of pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (j) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (j) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person. (k) The tax indemnification obligations of the U.K. Loan Parties and the Irish Loan Parties shall be governed by Sections 2.31 and 2.32, respectively. To the extent the provisions of this Section 2.20 conflict with the provisions of Sections 2.31 or 2.32 as they relate to the U.K. Loan Parties or the Irish Loan Parties, respectively, the provisions of Sections 2.31 or 2.32 (as the case may be) shall control.

SECTION 2.21. Assignment of Commitments Under Certain Circumstances; Duty to Mitigate.

(a) In the event (i) any Lender or an Issuing Bank delivers a certificate requesting compensation pursuant to Section 2.14, (ii) any Lender or an Issuing Bank delivers a notice described in Section 2.15, (iii) any Borrower is required to pay any additional amount to any Lender or an Issuing Bank or any Governmental Authority on account of any Lender or an Issuing Bank pursuant to Section 2.20, 2.31 or 2.32, (iv) any Lender refuses to consent to a proposed amendment, waiver, consent or other modification of this Agreement or any other Loan Documents which has been approved by the Required Lenders or Required Revolving Credit Lenders, as applicable, and which additionally requires the consent of such Lender for approval pursuant to Section 9.08(b) or (v) any Lender becomes a Defaulting Lender, any Borrower may, at its sole expense and effort (including with respect to the processing and recordation fee referred to in Section 9.04(b)), upon notice to such Lender or such Issuing Bank and the Administrative Agent, require such Lender or such Issuing Bank to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in Section

9.04), all of its interests, rights (other than its existing rights to payments [[6410812]] -----
----- pursuant to Section 2.14 or Section 2.20, 2.31 or 2.32) and obligations under this Agreement (or, in the case of clause (iv) above, at the option of such Borrower, either all its interests, rights and obligations under this Agreement or all its interests, rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, amendment, waiver or other modification) to an assignee (other than any Ineligible Assignee) that shall assume such assigned obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (A) such assignment shall not conflict with any law, rule or regulation or order of any court or other Governmental Authority having jurisdiction, (B) such Borrower shall have received the prior written consent of the Administrative Agent (and, if a Revolving Credit Commitment is being assigned, of the Issuing Banks and the applicable Swingline Lender), which consent shall not be unreasonably withheld, and (C) such Borrower or such assignee shall have paid to the affected Lender or Issuing Bank in immediately available funds (and in the currency or currencies in which payment would be required if all amounts were to be paid by such Borrower) an amount equal to the sum of the principal of and interest accrued to the date of such payment on the outstanding Loans or L/C Disbursements of such Lender or such Issuing Bank, respectively, plus all Fees and other amounts accrued for the account of such Lender or such Issuing Bank hereunder (including any amounts under Section 2.14 and Section 2.16), in each case with respect to the Loans or Commitments subject to such assignment; provided, further, that, if prior to any such transfer and assignment the circumstances or event that resulted in such Lender's or such Issuing Bank's claim for compensation under Section 2.14 or notice under Section 2.15 or the amounts paid pursuant to Section 2.20, 2.31 or 2.32, as the case may be, cease to cause such Lender or such Issuing Bank to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, or cease to have the consequences specified in Section 2.15, or cease to result in amounts being payable under Section 2.20, 2.31 or 2.32, as the case may be (including as a result of any action taken by such Lender or such Issuing Bank pursuant to paragraph (b) below), or if such Lender or such Issuing Bank shall waive its right to claim further compensation under Section 2.14 in respect of such circumstances or event or shall withdraw its notice under Section 2.15 or shall waive its right to further payments under Section 2.20, 2.31 or 2.32 in respect of such circumstances or event or shall consent to the proposed amendment, waiver, consent or other modification, as the case may be, then such Lender or such Issuing Bank shall not thereafter be required to make any such transfer and assignment hereunder. (b) If (i) any Lender or an Issuing Bank shall request compensation under Section 2.14, (ii) any Lender or an Issuing Bank delivers a notice described in Section 2.15 or (iii) any Borrower is required to pay any additional amount to any Lender or an Issuing Bank or any Governmental Authority on account of any Lender or an Issuing Bank, pursuant to Section 2.20, 2.31 or 2.32, then such Lender or such Issuing Bank shall use reasonable efforts (which shall not require such Lender or such Issuing Bank to incur an unreimbursed loss or unreimbursed cost or expense or otherwise take any action inconsistent with its internal policies or legal or regulatory restrictions or suffer any disadvantage or burden deemed by it to be significant) (A) to file any certificate or document reasonably requested in writing by such Borrower or (B) to assign its rights and delegate and transfer its obligations hereunder to another of its offices, branches or Affiliates, if such filing or assignment would materially reduce its claims for compensation under Section 2.14 or enable it to withdraw its notice pursuant to Section 2.15 or would materially reduce amounts payable pursuant to Section 2.20, 2.31 or 2.32, [[6410812]] -----
----- as the case may be, in the future. Terex hereby agrees to pay all reasonable costs and expenses incurred by any Lender or any Issuing Bank in connection with any such filing or assignment, delegation and transfer. SECTION 2.22. Swingline Loans. (a) Swingline Commitment. Subject to the terms and conditions and relying upon the representations and warranties herein set forth, (x) the U.S. Swingline Lender agrees to make loans, in dollars, to Terex at any time and from time to time during the

Revolving Credit Availability Period, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of all U.S. Swingline Exposure exceeding \$75,000,000 in the aggregate or (ii) the Aggregate U.S. Revolving Credit Exposure, after giving effect to any U.S. Swingline Loan, exceeding the Total U.S. Revolving Credit Commitment and (y) the Multicurrency Swingline Lender agrees to make loans, in Dollars (in the case of each Borrower), Euro, Pounds and any other Alternative Currency (in the case of Terex, the European Borrower and the U.K. Borrower) at any time and from time to time during the Revolving Credit Availability Period, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of all Multicurrency Swingline Exposure exceeding \$75,000,000 in the aggregate or (ii) the Aggregate Multicurrency Revolving Credit Exposure, after giving effect to any Multicurrency Swingline Loan, exceeding the Total Multicurrency Revolving Credit Commitment. Each Swingline Loan shall be in a principal amount that is an integral multiple of the Swingline Multiple. The Swingline Commitments may be terminated or reduced from time to time as provided herein. Within the foregoing limits, each applicable Borrower of Swingline Loans may borrow, pay or prepay and reborrow Swingline Loans hereunder, subject to the terms, conditions and limitations set forth herein. (b) Swingline Loans. The applicable Borrower shall notify the applicable Swingline Lender, with a copy to the Administrative Agent, by fax, or by telephone (confirmed by fax), not later than 2:00 p.m., Local Time, on the day of a proposed Swingline Loan. Such notice shall be delivered on a Business Day, shall be irrevocable and shall refer to this Agreement and shall specify the requested date (which shall be a Business Day) and amount of such Swingline Loan. (c) Prepayment. The applicable Borrower shall have the right at any time and from time to time to prepay any Swingline Loan, in whole or in part, upon giving written or fax notice (or telephone notice promptly confirmed by written, or fax notice) to the applicable Swingline Lender and to the Administrative Agent before 1:00 p.m., Local Time, on the date of prepayment at such Swingline Lender's address for notices specified on Schedule 2.01. All principal payments of Swingline Loans shall be accompanied by accrued interest on the principal amount being repaid to the date of payment. (d) Interest. Each U.S. Swingline Loan shall be an ABR Loan and, subject to the provisions of Section 2.07, shall bear interest as provided in Section 2.06(a) as if it were an ABR Revolving Loan. Each Multicurrency Swingline Loan shall be a Non-U.S. Base Rate Loan and, subject to the provisions of Section 2.07, shall bear interest as provided in Section 2.06(b).

[[6410812]] ----- (e) Participations. If the applicable Borrower does not fully repay a Swingline Loan on or prior to the last day of the Interest Period with respect thereto, the applicable Swingline Lender shall notify the Administrative Agent thereof by 2:00 p.m., New York City time (by fax or by telephone, confirmed in writing), and the Administrative Agent shall promptly notify each Multicurrency Revolving Credit Lender or U.S. Revolving Credit Lender, as the case may be, thereof (by fax or by telephone, confirmed in writing) and of its Pro Rata Percentage of such Swingline Loan. Upon such notice but without any further action, such Swingline Lender hereby agrees to grant to each U.S. Revolving Credit Lender or Multicurrency Revolving Credit Lender, as the case may be, and each U.S. Revolving Credit Lender and each Multicurrency Revolving Credit Lender hereby agrees to acquire from the applicable Swingline Lender, a participation in such defaulted Swingline Loan equal to such Revolving Credit Lender's Pro Rata Percentage of the aggregate principal amount of such defaulted Swingline Loan. In furtherance of the foregoing, each Revolving Credit Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the applicable Swingline Lender, such Revolving Credit Lender's Pro Rata Percentage of each U.S. Swingline Loan or Multicurrency Swingline Loan, as the case may be, that is not repaid on the last day of the Interest Period with respect thereto. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or an Event of Default, and that each such

payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Credit Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.02(c) with respect to Loans made by such Revolving Credit Lender (and Section 2.02(c) shall apply, mutatis mutandis, to the payment obligations of the Revolving Credit Lenders) and the Administrative Agent shall promptly pay to the applicable Swingline Lender the amounts so received by it from the applicable Revolving Credit Lenders. The Administrative Agent shall notify the applicable Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the applicable Swingline Lender. Any amounts received by the applicable Swingline Lender from the applicable Borrower (or other party on behalf of such Borrower) in respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Revolving Credit Lenders that shall have made their payments pursuant to this paragraph and to the applicable Swingline Lender, as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the applicable Borrower (or other party liable for obligations of such Borrower) of any default in the payment thereof.

SECTION 2.23. Letters of Credit. (a) Subject to the terms and conditions set forth herein, (i) each of the Existing Letters of Credit shall, upon the Restatement Effective Date and without any further action on the part of the applicable Issuing Bank or any other person, be deemed for all purposes to have been issued by the applicable Issuing Bank as either a U.S. Letter of Credit or a Multicurrency Letter of Credit hereunder, as set forth in Schedule 1.01(c), and (ii) any Borrower may request the issuance of a Letter of Credit for its own account, in a form reasonably acceptable to the Administrative Agent and the applicable [6410812] -----
----- Issuing Bank, at any time and from time to time while the Revolving Credit Commitments remain in effect. This Section shall not be construed to impose an obligation upon an Issuing Bank to issue any Letter of Credit that is inconsistent with the terms and conditions of this Agreement. In addition, no Issuing Bank shall be required to issue any Letter of Credit for the account of the European Borrower unless such Issuing Bank is, in accordance with all applicable laws, rules and regulations with respect to the issuance of Letters of Credit in, or for the account of any Person organized under the laws of, Ireland, authorized to issue such Letter of Credit and has agreed to so issue such Letter of Credit. (b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. In order to request the issuance of a Letter of Credit (or to amend, renew or extend an existing Letter of Credit), the applicable Borrower shall hand deliver or fax to the applicable Issuing Bank and the Administrative Agent (three Business Days in advance of the requested date of issuance, amendment, renewal or extension, or such shorter period as the applicable Borrower, the Administrative Agent and the applicable Issuing Bank shall agree) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, specifying whether such Letter of Credit is to be a U.S. Letter of Credit or a Multicurrency Letter of Credit, the date of issuance, amendment, renewal or extension, the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) below), the amount and currency (which must be dollars in the case of a U.S. Letter of Credit or an Alternative Currency in the case of a Multicurrency Letter of Credit) of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare such Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if, and upon issuance, amendment, renewal or extension of each Letter of Credit the applicable Borrower shall be deemed to represent and warrant that, after giving effect to such issuance, amendment, renewal or extension (A) the sum of the L/C Exposure and the Additional L/C Exposure shall not exceed \$400,000,000, (B) the sum of the Aggregate U.S. Revolving Credit Exposure and the U.S. Contract Loan Exposure shall not exceed the Total

U.S. Revolving Credit Commitment, (C) the sum of the Aggregate Multicurrency Revolving Credit Exposure and the Multicurrency Contract Loan Exposure shall not exceed the Total Multicurrency Revolving Credit Commitment, (D) if the Letter of Credit is denominated in Australian Dollars, the Aggregate Australian Dollar Revolving Credit Exposure shall not exceed the Australian Dollar Sublimit and (E) unless otherwise agreed by the applicable Issuing Bank, the aggregate outstanding L/C Exposure with respect to Letters of Credit issued by such Issuing Bank shall not exceed its L/C Commitment. (c) Expiration Date. Unless such Letter of Credit expires by its terms on an earlier date, each Letter of Credit shall expire at the close of business on the earlier of the date that is 24 months after the date of the issuance of such Letter of Credit and, unless such Letter of Credit is cash collateralized in a manner reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank, the date that is five Business Days prior to the Revolving Credit Maturity Date; provided, that a Letter of Credit may, upon the request of the applicable Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of 24 months or less (but not beyond the date that is five Business Days prior to the Revolving Credit Maturity Date, unless such Letter of Credit is cash collateralized in a manner reasonably satisfactory to the Administrative Agent and the Applicable Issuing Bank) unless the applicable Issuing Bank notifies the beneficiary thereof at [[6410812]] ----- least 30 days prior to the then-applicable expiration date that such Letter of Credit will not be renewed. (d) Participations. By the issuance of a Letter of Credit (or, in the case of the Existing Letters of Credit, deemed issuance on the Restatement Effective Date) and without any further action on the part of such Issuing Bank or the Lenders, the applicable Issuing Bank hereby grants to each U.S. Revolving Credit Lender (with respect to each U.S. Letter of Credit) and to each Multicurrency Revolving Credit Lender (with respect to each Multicurrency Letter of Credit), and each such Lender hereby acquires from the applicable Issuing Bank, a participation in such Letter of Credit equal to such Lender's Pro Rata Percentage of the aggregate amount available to be drawn under such Letter of Credit, effective upon the issuance of such Letter of Credit. In consideration and in furtherance of the foregoing, each such Revolving Credit Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Pro Rata Percentage of each L/C Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower (or, if applicable, another party pursuant to its obligations under any other Loan Document) in respect of such Letter of Credit forthwith on the date due as provided in Section 2.02(f) and in the same currency as such L/C Disbursement. Each U.S. Revolving Credit Lender and each Multicurrency Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of U.S. Letters of Credit and Multicurrency Letters of Credit, respectively, is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or an Event of Default or the fact that, as a result of fluctuations in exchange rates, such Revolving Credit Lender's Revolving Credit Exposure at any time might exceed its Revolving Credit Commitment at such time (in which case Section 2.13(a) would apply), and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. (e) Reimbursement. If an Issuing Bank shall make any L/C Disbursement in respect of a Letter of Credit denominated in dollars, the applicable Borrower shall pay to the Administrative Agent an amount equal to such L/C Disbursement on the Business Day that such Borrower shall have received notice from the applicable Issuing Bank that payment of such draft will be made, or, if such Borrower shall have received such notice later than 10:00 a.m., New York City time, on the immediately following Business Day. If an Issuing Bank shall make any L/C Disbursement in respect of a Letter of Credit denominated in any Alternative Currency, the applicable Borrower shall pay to the Administrative Agent an amount equal to such L/C Disbursement on the Business Day that such Borrower shall have received notice from the applicable Issuing Bank that payment of such draft will be made, or, if such Borrower shall have received such notice later than 10:00 a.m., London

time, on any Business Day, not later than 10:00 a.m., London time, on the immediately following Business Day.

(f) **Obligations Absolute.** Each Borrower's obligations to reimburse L/C Disbursements as provided in paragraph (e) above shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement, under any and all circumstances whatsoever, and irrespective of: **[[6410812]]** ----- (i) any lack of validity or enforceability of any Letter of Credit or any Loan Document, or any term or provision therein; (ii) any amendment or waiver of or any consent to departure from all or any of the provisions of any Letter of Credit or any Loan Document; (iii) the existence of any claim, setoff, defense or other right that any Borrower, any other party guaranteeing, or otherwise obligated with, such Borrower, any Subsidiary or other Affiliate thereof or any other person may at any time have against the beneficiary under any Letter of Credit, the applicable Issuing Bank, the Administrative Agent or any Lender or any other person, whether in connection with this Agreement, any other Loan Document or any other related or unrelated agreement or transaction; (iv) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; (v) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit; and (vi) any other act or omission to act or delay of any kind of an Issuing Bank, the Lenders, the Administrative Agent or any other person or any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of any Borrower's obligations hereunder. Without limiting the generality of the foregoing, it is expressly understood and agreed that the absolute and unconditional obligation of each Borrower hereunder to reimburse L/C Disbursements will not be excused by the gross negligence or wilful misconduct of an Issuing Bank. However, the foregoing shall not be construed to excuse an Issuing Bank from liability to any Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by any Borrower that are caused by an Issuing Bank's gross negligence or wilful misconduct in determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof; it is understood that an Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation and, in making any payment under any Letter of Credit (i) an Issuing Bank's exclusive reliance on the documents presented to it under such Letter of Credit as to any and all matters set forth therein, including reliance on the amount of any draft presented under such Letter of Credit, whether or not the amount due to the beneficiary thereunder equals the amount of such draft and whether or not any document presented pursuant to such Letter of Credit proves to be insufficient in any respect, if such document on its face appears to be in order, and whether or not any other statement or any other document presented pursuant to such Letter of Credit proves to be forged or invalid or any statement therein proves to be inaccurate or untrue in any respect whatsoever and (ii) any noncompliance in any immaterial respect of the documents presented **[[6410812]]** ----- under such Letter of Credit with the terms thereof shall, in each case, be deemed not to constitute wilful misconduct or gross negligence of an Issuing Bank. (g) **Disbursement Procedures.** The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall as promptly as possible give telephonic notification, confirmed by fax, to the Administrative Agent and the applicable Borrower of such demand for payment and whether such Issuing Bank has made or will make an L/C Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve any Borrower of its obligation to reimburse such Issuing Bank and the Revolving Credit Lenders with respect to any such L/C Disbursement. The Administrative Agent shall promptly give each Revolving Credit Lender notice thereof. (h) **Interim Interest.** If an Issuing Bank shall make any L/C Disbursement in respect of a

Letter of Credit, then, unless the applicable Borrower shall reimburse such L/C Disbursement in full on such date, the unpaid amount thereof shall bear interest for the account of such Issuing Bank, for each day from and including the date of such L/C Disbursement, to but excluding the earlier of the date of payment by such Borrower or the date on which interest shall commence to accrue thereon as provided in Section 2.02(f), at the rate per annum that would apply to such amount if such amount were (i) in the case of a Dollar Loan, an ABR

Revolving Loan and (ii) in the case of an Alternative Currency Loan, a Fixed Rate Revolving Loan with an Interest Period of one month's duration. (i) Resignation or Removal of an Issuing Bank. An Issuing Bank may resign at any time by giving 180 days' prior written notice to the Administrative Agent, the Lenders and Terex, and may be removed at any time by Terex by notice to such Issuing Bank, the Administrative Agent and the Lenders. Subject to the next succeeding paragraph, upon the acceptance of any appointment as an Issuing

Bank hereunder by a Lender that shall agree to serve as a successor Issuing Bank, such successor shall succeed to and become vested with all the interests, rights and obligations of the retiring Issuing Bank and the retiring Issuing Bank shall be discharged from its obligations to issue additional Letters of Credit hereunder.

At the time such removal or resignation shall become effective, Terex shall pay all accrued and unpaid fees pursuant to Section 2.05(c)(ii). The acceptance of any appointment as an Issuing Bank hereunder by a

successor Lender shall be evidenced by an agreement entered into by such successor, in a form satisfactory to the Borrowers and the Administrative Agent, and, from and after the effective date of such agreement, (i)

such successor Lender shall have all the rights and obligations of the previous Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation or removal of an

Issuing Bank hereunder, the retiring Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement and the other Loan Documents with respect to Letters of Credit issued by it prior to such resignation or removal, but shall not be required to issue additional Letters of Credit. (j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing or (ii) to the extent and so long as on any Calculation Date (and after giving effect to [[6410812]] -----

----- any prepayment of Borrowings on such Calculation Date) the Aggregate U.S.

Revolving Credit Exposure exceeds the Total U.S. Revolving Credit Commitment or the Aggregate Multicurrency Revolving Credit Exposure exceeds the Total Multicurrency Revolving Credit Commitment, the applicable Borrowers shall, on the Business Day after Terex receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Revolving Credit Lenders holding participations in outstanding Letters of Credit representing greater than 50% of the aggregate undrawn amount

of all outstanding Letters of Credit) thereof and of the amount to be deposited, deposit in an account with the Collateral Agent, for the benefit of the Revolving Credit Lenders, an amount in cash in the currency determined by the Collateral Agent equal to (x) 102%, in the case of clause (i) above, and (y) 100%, in the case of clause (ii)

above, of the L/C Exposure as of such date. Such deposit shall be held by the Collateral Agent as collateral for the payment and performance of the Obligations. The Collateral Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits in Permitted Investments, which investments shall be made at the option and sole

discretion of the Collateral Agent, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall (i) automatically be applied by

the Administrative Agent to reimburse any Issuing Bank for L/C Disbursements for which it has not been reimbursed, (ii) be held for the satisfaction of the reimbursement obligations of the applicable Borrowers for the L/C Exposure at such time and (iii) if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Credit Lenders holding participations in outstanding Letters of Credit representing

greater than 50% of the aggregate undrawn amount of all outstanding Letters of Credit), be applied to satisfy the Obligations of the applicable Borrowers. If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three Business Days after all Events of Default have been cured or waived. If any Borrower is required to provide an amount of cash collateral pursuant to clause (ii) of the first sentence of this paragraph (j), such amount shall be returned to such Borrower from time to time to the extent that the amount of such cash collateral held by the Collateral Agent exceeds the excess, if any, of (A) the sum of the Aggregate U.S. Revolving Credit Exposure and the Aggregate Multicurrency Revolving Credit Exposure over (B) the Total Revolving Credit Commitment so long as no Event of Default shall have occurred and be continuing. (k) Bank Guarantees. If requested by any Borrower and agreed to by the applicable Issuing Bank, the Issuing Bank may issue one or more bank guarantees in lieu of a Letter of Credit, in which event all references in this Agreement to Letters of Credit in connection with the Revolving Credit Commitments shall apply to each such bank guarantee, mutatis mutandis; provided that, notwithstanding the provisions of Section 2.23(c), if agreed to by the applicable Issuing Bank, any such bank guarantee may expire later than the date that is 24 months after the date of the issuance of such bank guarantee (but not beyond the date that is five Business Days prior to the Revolving Credit Maturity Date, unless such bank guarantee is cash collateralized). SECTION 2.24. [Reserved] [[6410812]] -----

----- SECTION 2.25. Reporting Requirements of the Issuing Banks. Within two Business Days following the last day of each calendar month, each Issuing Bank shall deliver to the Administrative Agent (and the Administrative Agent shall make available to any Lender upon request) a report detailing all activity during the preceding month with respect to any Letters of Credit issued by such Issuing Bank, including the face amount, the account party, the beneficiary and the expiration date of such Letters of Credit and any other information with respect thereto as may be requested by the Administrative Agent.

SECTION 2.26. Additional Issuing Banks. The Borrowers may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld) and such Lender, designate one or more additional Lenders to act as an Issuing Bank under the terms of this Agreement, in each case, subject to terms and conditions agreed to by the Borrowers, the Administrative Agent and such Lender.

Any Lender designated as an issuing bank pursuant to this Section 2.26 shall be deemed to be an "Issuing Bank" (in addition to being a Lender) in respect of Letters of Credit issued or to be issued by such Lender and, with respect to such Letters of Credit, such term shall thereafter apply to the Issuing Bank and such Lender.

SECTION 2.27. Incremental Commitments. (a) The Borrowers may, from time to time, by written notice to the Administrative Agent, request Incremental Term Loan Commitments, additional U.S. Revolving Credit Commitments and/or additional Multicurrency Revolving Credit Commitments, as applicable (collectively, "Incremental Commitments"), from one or more Lenders (in the sole discretion of such Lenders) or persons who will become Lenders, in (x) an aggregate principal amount of up to \$300,000,000 plus (y) an additional unlimited principal amount; provided that at the time of the incurrence of such Incremental Commitments and immediately after giving effect thereto and to the use of the proceeds thereof (assuming the full utilization thereof), (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (B) in the case of any Incremental Commitments requested in reliance on clause (y) above, the Senior Secured Leverage Ratio (before giving effect to any amount incurred simultaneously under clause (x) above) shall be less than or equal to 2.75 to 1.00 (it being agreed that if such Incremental Commitments are being incurred to finance a Limited Condition Acquisition, then, at Terex's option, the conditions described in clauses (A) and, to the extent applicable, (B) may be satisfied on the date the definitive documentation with respect to such Limited Condition Acquisition is entered into); provided further that each such person, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent (which approval shall

not be unreasonably withheld and shall be given or withheld within three Business Days and, if withheld, the reason therefor shall be specified in writing promptly thereafter). Such notice shall set forth (i) the amount and Class of the Incremental Commitments being requested (which shall be in minimum increments of \$1,000,000 and a minimum amount of \$5,000,000 (or, in minimum increments of 1,000,000 and a minimum amount of 5,000,000, in respect of commitments to make Loans denominated in Euro)), (ii) the date on which such Incremental Commitments are requested to become effective (which shall not be less than 10 Business Days nor more than 60 calendar days after the date of such notice, unless otherwise agreed to by the Administrative Agent) and (iii) in the case of Incremental Term Loan Commitments, whether such Incremental Term Loan Commitments are to be U.S. Term Loan Commitments or commitments to make Other Term Loans. For the avoidance of doubt, Incremental Term [[6410812]] ----- Loan Commitments may be denominated, and Incremental Term Loans may be made, in dollars, Pounds, Australian Dollars, Euro or any other freely available currency or currencies approved by the Administrative Agent and the applicable Incremental Term Lender. Incremental Term Loans shall be Other Term Loans unless they are made to Terex as Dollar Loans and have the same terms as the U.S. Term Loans. (b) The applicable Borrower and each Incremental Term Lender, additional U.S. Revolving Credit Lender and/or additional Multicurrency Revolving Credit Lender shall execute and deliver to the Administrative Agent an Incremental Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Commitment of such Lender. Each Incremental Assumption Agreement in respect of Incremental Term Loan Commitments shall specify the terms of the Incremental Term Loans to be made thereunder; provided that, (i) the final maturity date of any Other Term Loans shall be no earlier than the final maturity date of any other Class of Term Loans and (ii) the average life to maturity of any Other Term Loans shall be no shorter than the average life to maturity of any other Class of Term Loans. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Assumption Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Commitments evidenced thereby and any increase to the Applicable Percentages required by the foregoing provisions of this paragraph. Any such deemed amendment may be memorialized in writing by the Administrative Agent with Terex's consent (not to be unreasonably withheld) and furnished to the other parties hereto. (c) Notwithstanding the foregoing, no Incremental Commitments shall become effective under this Section 2.27 unless, on the date of such effectiveness, (i) the conditions set forth in paragraphs (b) and (c) of Section 4.02 shall be satisfied and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of Terex; provided that if the proceeds of the Incremental Commitments are being used to finance a Limited Condition Acquisition, (x) the condition set forth in Section 4.02(c) shall be limited to Events of Default described in paragraphs (b), (c), (g) and (h) of Article VII and (y) the reference in Section 4.02(b) to the accuracy of the representations and warranties shall refer to the accuracy of the Limited Condition Representations, and (ii) the Administrative Agent shall have received closing certificates and documentation reasonably specified by the Administrative Agent, subject to customary limited conditionality principles, if applicable. (d) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of outstanding Term Loans of the applicable Class on a pro rata basis and that following the establishment of any additional Revolving Credit Commitments of a Class, the outstanding Revolving Loans of such Class are held by the Revolving Credit Lenders of such Class in accordance with their new applicable Pro Rata Percentages. This may be accomplished at the discretion of the Administrative Agent by requiring each outstanding Term SOFR Borrowing of the affected Class to be converted into an ABR Borrowing on the date of each Incremental Term

Loan or additional Revolving Credit Commitment, or by allocating a portion of each Incremental [[6410812]] ----

----- Term Loan to each outstanding Term SOFR Term Borrowing of the same Class on a pro rata basis, even though as a result thereof such Incremental Term Loan may effectively have a shorter Interest Period than the Term Loans included in the Borrowing of which they are a part (and notwithstanding any other provision of this Agreement that would prohibit such an initial Interest Period), or requiring a prepayment and reborrowing of Revolving Loans of the affected Class. Any conversion or prepayment made pursuant to the preceding sentence shall be subject to Section 2.16 (it being understood that, the Administrative Agent shall consult with Terex regarding the foregoing and, to the extent practicable, will attempt to pursue options that minimize breakage costs). In addition, to the extent any Incremental Term Loans are not Other Term Loans, the applicable scheduled amortization payments under Section 2.11(a) required to be made after the making of such Incremental Term Loans shall be ratably increased by the aggregate principal amount of such Incremental Term Loans.

SECTION 2.28. Defaulting Lenders. (a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law: (i) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders. (ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.06 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank or Swingline Lender hereunder; third, to cash collateralize, in accordance with Section 2.23(j), the Issuing Banks' Fronting Exposure with respect to such Defaulting Lender; fourth, as the applicable Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the applicable Borrower, to be held in a deposit account and released pro rata in order to (A) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (B) cash collateralize, in accordance with Section 2.23(j), the Issuing Banks' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement; sixth, to the payment of any amounts owing to the Lenders, the Issuing Banks or the Swingline Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender, Issuing Bank or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to a Borrower as a result of any judgment of a court of competent jurisdiction obtained by a Borrower against such Defaulting Lender as a result [[6410812]] ----- of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Disbursements owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Disbursements and Swingline Loans are held by the applicable

Revolving Credit Lenders pro rata in accordance with their applicable Pro Rata Percentages without giving effect to Section 2.28(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.28(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto. (iii) (A) The Facility Fees otherwise payable to any Defaulting Lender in respect of the unused portion of such Defaulting Lender's Revolving Credit Commitments shall not be payable for so long as, and with respect to the period during which, such Lender is a Defaulting Lender. (B) Each Defaulting Lender shall be entitled to receive L/C Participation Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Percentage of the stated amount of Letters of Credit for which it has provided cash collateral pursuant to Section 2.23(j). (C) With respect to any Facility Fee or L/C Participation Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the applicable Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swingline Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to the Issuing Banks and the Swingline Lenders, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Bank's or Swingline Lender's Fronting Exposure to such Defaulting Lender and (z) not be required to pay the remaining amount of any such fee. (iv) All or any part of such Defaulting Lender's participation in L/C Disbursements and Swingline Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective applicable Pro Rata Percentages (calculated without regard to such Defaulting Lender's applicable Revolving Credit Commitment) but only to the extent that (A) the conditions set forth in Section 4.02(b) and (c) are satisfied at the time of such reallocation (and, unless the applicable Borrower shall have otherwise notified the Administrative Agent at such time, the applicable Borrower shall [[6410812]] ----- be deemed to have represented and warranted that such conditions are satisfied at such time) and (B) such reallocation does not cause the Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's applicable Revolving Credit Commitment. Subject to Section 9.24, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from such Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation. (v) If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the applicable Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, (A) first, prepay Swingline Loans of the applicable Class in an amount equal to the Swingline Lenders' Fronting Exposure with respect to such Class (after giving effect to any reallocation that may be partially effected under clause (iv) above), and (B) second, cash collateralize, in accordance with Section 2.23(j), the Issuing Banks' Fronting Exposure (after giving effect to any reallocation that may be partially effected under clause (iv) above); provided, that, any cash, or portion thereof, as applicable, provided by a Borrower as cash collateral under this clause (B) shall be promptly released and returned to the applicable Borrower upon the cessation of the circumstances giving rise to the obligation of such Borrower to provide such cash collateral under this clause (B). (b) If each Borrower, the Administrative Agent, each Swingline Lender and each Issuing Bank agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), such Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held pro rata by the Lenders in accordance with their applicable Revolving

Credit Commitments (without giving effect to Section 2.28(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the applicable Borrower while that Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender having been a Defaulting Lender. (c) So long as any Lender is a Defaulting Lender, (i) no Swingline Lender shall be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan and (ii) no Issuing Bank shall be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto. SECTION 2.29. Contract Loan Facilities. (a) Subject to the terms and conditions set forth herein, at any time and from time to time during the Revolving Credit Availability Period, any Borrower may enter into one or more Contract Loan Facilities with a [[6410812]] -----
----- Revolving Credit Lender; provided that (i) the sum of the Aggregate Revolving Credit Exposure and the Aggregate Contract Loan Exposure at any time shall not exceed the Total Revolving Credit Commitment, (ii) the sum of the Aggregate U.S. Revolving Credit Exposure and the U.S. Contract Loan Exposure at any time shall not exceed the Total U.S. Revolving Credit Commitment, (iii) the sum of the Aggregate Multicurrency Revolving Credit Exposure and the Aggregate Multicurrency Contract Loan Exposure at any time shall not exceed the Total Multicurrency Revolving Credit Commitment, and (iv) the Aggregate Contract Loan Exposure at any time shall not exceed \$200,000,000. A Revolving Credit Lender's entry into a Contract Loan Facility with a Borrower, or making of Contract Loans pursuant thereto, shall not reduce availability under such Revolving Credit Lender's U.S. Revolving Credit Commitments or Multicurrency Revolving Credit Commitments, as applicable, hereunder, except to the extent expressly provided in Section 2.17. (b) At least two Business Days prior to its entry into a Contract Loan Facility with a Revolving Credit Lender, the applicable Borrower shall deliver to the Administrative Agent written notice thereof, signed by such Borrower, that specifies the following information: (i) the Revolving Credit Lender counterparty to such Contract Loan Facility, (ii) the aggregate principal amount of such Revolving Credit Lender's Contract Loan Commitment thereunder, (iii) whether the Contract Loan Commitments under such Contract Loan Facility shall be U.S. Contract Loan Commitments or Multicurrency Contract Loan Commitments, (iv) the interest rate applicable to the Contract Loans thereunder and (v) the maturity date of such Contract Loan Facility; provided that no Contract Loan shall mature on a date later than the Revolving Credit Maturity Date. Not later than 12:00 (noon), Local Time, one Business Day prior to making a borrowing under any Contract Loan Facility, the applicable Borrower shall deliver to the Administrative Agent written notice thereof, signed by such Borrower, that specifies (i) the amount of such borrowing and (ii) the date of such borrowing and, unless notified by the applicable Borrower prior to 9:00 a.m., Local Time, on the proposed date of such borrowing that the request for such borrowing has been revoked or the requested Contract Loan otherwise was not made by the Lender thereunder, the available U.S. Revolving Credit Commitments or Multicurrency Revolving Credit Commitments, as applicable, shall be deemed to have been used in an aggregate amount equal to the amount of such requested borrowing. The Administrative Agent shall promptly thereafter notify each Revolving Credit Lender of the amount by which its U.S. Revolving Credit Commitments or Multicurrency Revolving Credit Commitments, as applicable, shall be deemed utilized as a result of such Contract Loan. (c) Upon receipt by the Administrative Agent from the applicable Borrower of notice satisfactory to the Administrative Agent that an outstanding Contract Loan has been repaid in full, the U.S. Revolving Credit Commitments or Multicurrency Revolving Credit Commitments, as applicable, deemed utilized in connection with the incurrence of such Contract Loan shall be deemed immediately available (subject in all respects to the other requirements for availability under this Agreement), and the Administrative Agent shall promptly thereafter notify each

Revolving Credit Lender of the applicable Class thereof; provided that the failure of the Administrative Agent to so notify the Revolving Credit Lenders of such availability shall not affect the applicable Borrower's ability to make use thereof in accordance with this Agreement. SECTION 2.30. Loan Modification Offers. (a) Terex may, by written notice to the Administrative Agent from time to time, make one or more offers (each, a "Loan [[6410812]] ----- Modification Offer") to all the Lenders of one or more Classes of Loans and/or Commitments (each Class subject to such a Loan Modification Offer, an "Affected Class") to make one or more Permitted Amendments pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to Terex. Such notice shall set forth (i) the terms and conditions of the requested Permitted Amendment(s) and (ii) the date on which such Permitted Amendment(s) is requested to become effective (which shall not be less than five Business Days nor more than 30 days after the date of such notice, unless otherwise agreed to by the Administrative Agent). Permitted Amendments shall become effective only with respect to the Loans or Commitments of the Lenders of the Affected Class that accept the applicable Loan Modification Offer (such Lenders, the "Accepting Lenders") and, in the case of any Accepting Lender, only with respect to such Lender's Loans or Commitments of such Affected Class as to which such Lender's acceptance has been made. (b) Each applicable Borrower, each applicable Guarantor and each Accepting Lender shall execute and deliver to the Administrative Agent a Loan Modification Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the acceptance of the Permitted Amendments and the terms and conditions thereof. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Loan Modification Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Loan Modification Agreement, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Permitted Amendment evidenced thereby and only with respect to the applicable Loans of the Accepting Lenders of the Affected Class, including any amendments necessary to treat the applicable Loans of the Accepting Lenders as a new "Class" of Loans hereunder. Notwithstanding the foregoing, no Permitted Amendment shall become effective under this Section 2.30 unless the Administrative Agent, to the extent reasonably requested by the Administrative Agent, shall have received legal opinions, board resolutions, officer's and secretary's certificates and other documentation reasonably consistent with those delivered on the Restatement Effective Date pursuant to Section 6 of the Restatement Agreement. "Permitted Amendments" shall mean any or all of the following: (i) an extension of the final maturity date for the applicable Loans or Commitments of the Accepting Lenders, (ii) a decrease in the amortization required for the applicable Loans of the Accepting Lenders, (iii) a change in the Applicable Percentage and/or other fees payable with respect to the applicable Loans or Commitments of the Accepting Lenders, (iv) the inclusion of additional fees to be payable to the Accepting Lenders, (v) such amendments to this Agreement and the other Loan Documents as shall be appropriate, in the judgment of the Administrative Agent and the Collateral Agent, to provide the rights and benefits of this Agreement and the other Loan Documents to each new "Class" of Loans resulting therefrom and (vi) such other amendments to this Agreement and the other Loan Documents as shall be necessary or appropriate, in the judgment of the Administrative Agent and the Collateral Agent or as otherwise may be agreed upon by the parties to such Permitted Amendment, to obtain or give effect to the foregoing Permitted Amendments. SECTION 2.31. United Kingdom Tax Matters. [[6410812]] ----- (a) U.K. Taxes. The provisions of this Section 2.31 shall only apply in respect of the U.K. Loan Parties. (b) Tax Gross-Up. (i) Each U.K. Loan Party shall make all payments to be made by it under any Loan Document without any Tax Deduction unless a Tax Deduction is required by law. (ii) Each U.K. Loan Party shall, promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Administrative Agent accordingly. Similarly, a Lender shall promptly notify the Administrative Agent on becoming so aware in respect of a payment payable to that

Lender. If the Administrative Agent receives such notification from a Lender, it shall promptly notify the applicable U.K. Loan Party. (iii) If a Tax Deduction is required by law to be made by any U.K. Loan Party, the amount of the payment due from such U.K. Loan Party shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required. (iv) A payment shall not be increased under clause (iii) above by reason of a Tax Deduction on account of Taxes imposed by the United Kingdom if, on the date on which the payment falls due: (A) The payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a U.K. Qualifying Lender but on that date the relevant Lender is not or has ceased to be a U.K. Qualifying Lender, other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or U.K. Tax Treaty or any published practice or published concession of any relevant taxing authority; or (B) the relevant Lender is a U.K. Qualifying Lender solely by virtue of clause (a)(ii) of the definition of U.K. Qualifying Lender, and: (1) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 931 of the ITA which relates to the payment and that Lender has received from the applicable U.K. Loan Party a certified copy of that Direction; (2) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or (C) the relevant Lender is a U.K. Qualifying Lender solely by virtue of clause (a)(ii) of the definition of U.K. Qualifying Lender and: **[[6410812]]** ----- (1) the relevant Lender has not given a U.K. Tax Confirmation; and (2) the payment could have been made to the Lender without any U.K. Tax Deduction if the Lender had given a U.K. Tax Confirmation, on the basis that the U.K. Tax Confirmation would have enabled the applicable U.K. Loan Party to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or (D) the relevant Lender is a U.K. Treaty Lender and the applicable U.K. Loan Party is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under clause (vii) below. (v) If any U.K. Loan Party is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law. (vi) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the applicable U.K. Loan Party shall deliver to the Administrative Agent for the benefit of the Lender entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority. (vii) Subject to Section 2.31(b)(viii) below, where any U.K. Loan Party makes a payment to which a U.K. Treaty Lender is entitled, that U.K. Treaty Lender and such U.K. Loan Party shall co-operate and shall use commercially reasonable efforts to complete any procedural formalities necessary for such U.K. Loan Party to obtain authorization to make that payment without a Tax Deduction. (viii) Nothing in Section 2.31(b)(vii) above shall require a U.K. Treaty Lender to: (A) register under the HMRC DT Treaty Passport scheme; (B) apply the HMRC DT Treaty Passport scheme to any advance if it has so registered; or (C) file applicable treaty forms if it has included an indication to the effect that it wishes the HMRC DT Treaty Passport Scheme to apply to this Agreement in accordance with Section 2.31(b)(xi) or Section 2.31(b)(xii) below and the applicable U.K. Loan Party has not complied with its obligations under Section 2.31(b)(xiii) below. **[[6410812]]** ----- -- (ix) A U.K. Non-Bank Lender which becomes a party on the day on which this Agreement is entered into gives a U.K. Tax Confirmation to the U.K. Loan Parties by entering into this Agreement. (x) A U.K. Non-Bank Lender shall promptly notify the U.K. Loan Parties and the Administrative Agent if there is any change in the position from that set out in the U.K. Tax Confirmation. (xi) A U.K. Treaty Lender which becomes a party on the day on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall include an indication to that effect

(for the benefit of the Administrative Agent and without liability to the U.K. Loan Parties) by including its scheme reference number and its jurisdiction of tax residence below its name on its signature page to this Agreement. (xii) A U.K. Treaty Lender which is a New Lender that holds a passport under the HMRC DT Treaty Passport Scheme, and which wishes that scheme to apply to this Agreement, shall include an indication to that effect (for the benefit of the Administrative Agent and without liability to the U.K. Loan Parties) by including its scheme reference number and its jurisdiction of tax residence in the Assignment and Acceptance which it executes on becoming a party to this Agreement. (xiii) If a Lender has included an indication to the effect that it wishes the HMRC DT Treaty Passport scheme to apply to this Agreement in accordance with Section 2.31(b)(xi) or Section 2.31(b)(xii) above, the U.K. Loan Parties shall make a Borrower DTTP2 Filing in respect of that Lender. (xiv) If a Lender has not included an indication to the effect that it wishes the HMRC DT Treaty Passport scheme to apply to this Agreement in accordance with Section 2.31(b)(xi) or Section 2.31(b)(xii) above, the U.K. Loan Parties shall not file any form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Loans or its participation in any Loan. (xv) If a Lender assigns or transfers any of its rights or obligations under the Loan Documents and as a result of circumstances existing at the date the assignment or transfer occurs, any U.K. Loan Party would be obliged to make a payment to the transferee or the assignee under either Section 2.31(b) (Tax Gross-Up) or Section 2.31(c) (Tax Indemnity), then that transferee or assignee is only entitled to receive payment under either Section 2.31(b) or Section 2.31(c) to the same extent as the transferring Lender would have been entitled to receive payment if the assignment or transfer had not occurred. This paragraph (xv) shall not apply: (A) in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Loans; or (B) in relation to Section 2.31(b) (Tax Gross-Up), to a U.K. Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (b)(xi) or (b)(xii) of [[6410812]] -----

----- Section 2.31(b) if the applicable U.K. Loan Party has not made a Borrower DTTP Filing in respect of that U.K. Treaty Lender. (c) Tax Indemnity. (i) The U.K. Loan Parties shall (within five Business Days of demand by the Administrative Agent) pay to a Lender an amount equal to the loss, liability or cost which that Lender determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Lender in respect of a Loan Document. (ii) Section 2.31(c)(i) above shall not apply: (A) with respect to any Tax assessed on a Lender: (1) under the law of the jurisdiction in which that Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Lender is treated as resident for tax purposes; or (2) under the law of the jurisdiction in which that Lender's lending office is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Lender; or (B) to the extent a loss, liability or cost: (1) is compensated for by an increased payment under Section 2.31(b) (Tax Gross-Up); (2) would have been compensated for by an increased payment under Section 2.31(b) (Tax Gross-Up) but was not so compensated solely because one of the exclusions in Section 2.31(b)(iv) (Tax Gross-Up) applied; or (3) relates to a FATCA Deduction required to be made by any U.K. Loan Party or the Administrative Agent. (iii) A Lender making, or intending to make a claim under Section 2.31(c)(i) above shall promptly notify the Administrative Agent of the event which will give, or has given, rise to the claim, following which the Administrative Agent shall notify the U.K. Loan Parties. (iv) A Lender shall, on receiving a payment from any U.K. Loan Party under Section 2.31(c), notify the Administrative Agent. (d) Tax Credit. If any U.K. Loan Party makes a Tax Payment and the relevant Lender determines that (1) a Tax Credit is attributable either to an increased payment of which [[6410812]] ----- that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and (2) that Lender has obtained and utilized that Tax Credit, the Lender shall pay an amount to such U.K. Loan Party which that Lender reasonably determines will leave it (after that payment) in the same after-

Tax position as it would have been in had the Tax Payment not been required to be made by such U.K. Loan Party. (e) Lender Status Confirmation. Each Lender with a Multicurrency Revolving Credit Commitment shall indicate, below its name on its signature page to the Restatement Agreement, and each New Lender with a Multicurrency Revolving Credit Commitment shall indicate, in the Assignment and Acceptance which it executes on becoming a party, and in each case for the benefit of the Administrative Agent and without liability to the U.K. Loan Parties, which of the following categories it falls within: (i) not a U.K. Qualifying Lender; (ii) a U.K. Qualifying Lender (other than a U.K. Treaty Lender); or (iii) a U.K. Treaty Lender. If a Lender or a New Lender fails to indicate its status in accordance with this Section 2.31(e), then such Lender or New Lender (as applicable) shall be treated for the purposes of this Agreement (including by the U.K. Loan Parties) as if it is not a U.K. Qualifying Lender until such time as it notifies the Administrative Agent which category of U.K. Qualifying Lender applies (and the Administrative Agent, upon receipt of such notification, shall inform the U.K. Loan Parties). For the avoidance of doubt, an Assignment and Acceptance shall not be invalidated by any failure of a New Lender to comply with this Section 2.31(e). (f) Stamp Taxes. The U.K. Loan Parties shall pay and, within three Business Days of demand, indemnify each Lender against any cost, loss or liability that Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Loan Document, provided that this Section 2.31(f) shall not apply in respect of an assignment or transfer by a Lender of any of its rights and/or obligations under any Loan Documents, other than an assignment or transfer made at the request of any Borrower. (g) Value Added Tax. (i) All amounts expressed in a Loan Document to be payable by any party to any Lender which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to subsection (ii) below, if VAT is or becomes chargeable on any supply made by any Lender to any party under a Loan Document, on provision of a valid VAT invoice, by the Lender to the party, that party shall pay to the Lender (in addition to and at the same time as paying the consideration for such supply) an amount equal to the amount of such VAT. (ii) If VAT is or becomes chargeable on any supply made by any Lender (the "Supplier") to any other Lender (the "Recipient") under a Loan Document, and any party other than the Recipient (the "Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration), such Subject Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT (where the Supplier is the person required to account to the relevant tax authority for the VAT). The Recipient will promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT. Where the Recipient is the person required to account to the relevant tax authority for the VAT the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT. (iii) Where a Loan Document requires any party to reimburse or indemnify a Lender for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Lender for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Lender reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority. (iv) Any reference in this Section 2.31(g) to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the United Kingdom Value Added Tax Act 1994 or in any analogous legislation enacted in any jurisdiction other than the United Kingdom). (h) FATCA Deduction. (i)

A U.K. Loan Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no U.K. Loan Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. (ii) Each U.K. Loan Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the party to whom it is making the payment and, in addition, shall notify the Administrative Agent and the Administrative Agent shall notify the Lenders. SECTION 2.32. Ireland Tax Matters. (a) Irish Taxes. The provisions of this Section 2.32 shall only apply in respect of the Irish Loan Parties. [[6410812]] -----

----- (b) Tax Gross-Up. (i) All payments by an Irish Loan Party under any Loan Document shall be made without any Tax Deduction, provided that, if an Irish Loan Party is required by Irish law or regulation to make a Tax Deduction, it shall: (A) promptly upon becoming aware that the Irish Loan Party must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Administrative Agent accordingly. Similarly, a Lender shall notify the Administrative Agent on becoming so aware in respect of a payment payable to that Lender. If the Administrative Agent receives such notification from a Lender it shall notify the Irish Loan Party; (B) ensure that the Tax Deduction does not exceed the minimum amount legally required; (C) pay to the relevant Tax Authority, as appropriate, the full amount of the Tax Deduction; (D) furnish to the Lender, within the period for payment of a Tax Deduction permitted by the relevant law, either an official receipt of the relevant Tax Authority concerned on payment to them of amounts so deducted or withheld or, if such receipts are not issued by the Tax Authority concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant Tax Deduction to the reasonable satisfaction of the relevant Lender; and (E) if a Tax Deduction is required by law to be made by the Irish Loan Party, the amount of the payment due from the Irish Loan Party shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required. (ii) A payment shall not be increased under clause (b)(i)(E) above by reason of a Tax Deduction on account of Tax imposed by Ireland, if on the date on which the payment falls due: (A) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been an Irish Qualifying Lender, but on that date that Lender is not or has ceased to be an Irish Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Irish Tax Treaty or any published practice or published concession of any relevant taxing authority; or (B) the relevant Lender is an Irish Treaty Lender and the Irish Loan Party making the payment is able to demonstrate that the payment could have [[6410812]] -----

----- been made to the Lender without a Tax Deduction had that Lender complied with its obligations under Section 2.32(c). (iii) Any Lender which is an Irish Qualifying Lender under paragraph (g) of the definition of Irish Qualifying Lender and which becomes a party hereto on the day on which any Loan Document is entered into confirms that it is an Irish Qualifying Lender in accordance with subclause (f) below. (iv) A Lender which gives a confirmation under subclause (b)(iii) above shall promptly notify the applicable Irish Loan Party and the Administrative Agent if there is any change in the position from that set out in the confirmation given by such Lender under clause (b)(iii) above. (v) Each Lender shall promptly inform the Administrative Agent, which shall then promptly inform the applicable Irish Loan Party, in the event that such Lender becomes aware that it has ceased to be (or becomes) an Irish Qualifying Lender or an Irish Treaty Lender as result of a change in its own circumstances (excluding for the avoidance of doubt any change by reason of a change in the Tax law or Tax treaties of any country other than the country in which that Lender is incorporated or is tax resident at the time it became a Lender under this Agreement). (c) Cooperation. Without prejudice to the obligations of any Irish Loan Party in Section 2.32(b) (Tax Gross-Up), an Irish Treaty Lender and the Irish Loan Party which makes a payment to which that Irish Treaty Lender is

entitled, shall cooperate in completing any procedural formalities, such as self-certification forms, necessary for such Irish Loan Party to obtain to make payments without a Tax Deduction. (d) Tax Indemnity. (i) Within five Business Days of demand by the Administrative Agent, the applicable Irish Loan Party shall pay to a Lender an amount equal to the loss, liability or cost which that Lender determines that it has directly or indirectly suffered or will directly or indirectly suffer for or on account of Tax in respect of amounts payable to it under a Loan Document. (ii) Section 2.32(d)(i) shall not apply: (A) with respect to any Tax assessed on a Lender: (1) under the law of the jurisdiction in which that Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Lender is treated as resident for tax purposes; or (2) under the law of the jurisdiction in which that Lender's lending office is located in respect of amounts received or receivable in that jurisdiction, [[6410812]] ----- if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Lender; or (B) to the extent that a loss, liability or cost: (1) is compensated for by an increased payment under Section 2.32(b) (Tax Gross-Up); or (2) would have been compensated for by an increased payment under Section 2.32(b)(i)(E) (Tax Gross-Up), but was not so compensated solely because one of the exclusions in clause (ii) of Section 2.32(b) (Tax Gross-Up) applied; or (3) relates to a FATCA Deduction required to be made by the Irish Loan Party or the Administrative Agent; (iii) A Lender making, or intending to make, a claim under this Section 2.32(d) (Tax Indemnity), shall promptly notify the Administrative Agent of the event which has caused (or will cause) that claim, following which the Administrative Agent shall notify the applicable Irish Loan Party. (e) Tax Credit. If an Irish Loan Party makes a Tax Payment and the relevant Lender determines that (i) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and (ii) that Lender has obtained and utilized that Tax Credit, the Lender shall pay an amount to such Irish Loan Party which that Lender determines, in its sole discretion exercised in good faith, will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by such Irish Loan Party, and this shall, to the extent permissible by applicable law, be treated as a repayment to such Irish Loan Party. (f) Lender Status Confirmation. A Lender which makes a Loan to the European Borrower (or any other Borrower that is then an Irish Loan Party), and which is an Irish Qualifying Lender, within paragraph (c), (d), (e), (f), (g), (h) or (j) only of that definition, shall deliver to the applicable Irish Loan Party a confirmation by such Lender that the person beneficially entitled to interest payable to such Lender in respect of a Loan made to such Irish Loan Party is an Irish Qualifying Lender (an "Irish Tax Confirmation"). An Irish Qualifying Lender within paragraph (c), (d), (e), (f), (g), (h) or (j) only of that definition which becomes a party hereunder on the Restatement Effective Date shall deliver an Irish Tax Confirmation to the applicable Irish Loan Party in connection with its delivery of its signature page to this Agreement; provided that any such Lender that has previously delivered to the applicable Irish Loan Party an Irish Tax Confirmation pursuant to the Existing Credit Agreement, which Irish Tax Confirmation remains accurate, shall be deemed to have satisfied such requirement. If, following an assignment, or transfer or a participation (in the latter case, in circumstances where the Participant wishes, in accordance with Section 9.04(f) to be entitled to the benefits of Section 3.01 of a Lender's rights or obligations hereunder), an Irish Qualifying Lender within paragraph [[6410812]] ----- (c), (d), (e), (f), (g), (h) or (j) only of that definition becomes a party hereunder or becomes a Participant after the day on which this Agreement is entered into, such Lender or Participant shall deliver an Irish Tax Confirmation to Terex and the applicable Irish Loan Party on or prior to becoming a party hereunder. An Irish Qualifying Lender, within paragraph (c), (d), (e), (f), (g), (h) or (j) only of that definition, shall promptly notify the Administrative Agent, Terex and the applicable Irish Loan Party if there is any change in the position from that set out in any relevant Irish Tax Confirmation. If a Lender or a New Lender fails to indicate its status in accordance with this Section 2.32(f), then such Lender

or New Lender (as applicable) shall be treated for the purposes of this Agreement (including by the applicable Irish Loan Parties) as if it is not an Irish Qualifying Lender until such time as it notifies the Administrative Agent which category of Irish Qualifying Lender applies (and the Administrative Agent, upon receipt of such notification, shall inform the applicable Irish Loan Party). For the avoidance of doubt, an Assignment and Acceptance shall not be invalidated by any failure of a New Lender to comply with this Section 2.32(f). A Lender, upon request from an Irish Loan Party from time to time, shall as soon as reasonably practicable provide such information as may be required for the purposes of Sections 891A, 891E, 891F and 891G TCA (and any regulations made thereunder). (g) Stamp Taxes. The applicable Irish Loan Party shall pay and, within three Business Days of demand, indemnify each Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Loan Document, provided that this Section 2.32(g) shall not apply in respect of an assignment or transfer by a Lender of any of its rights and/or obligations under any Loan Documents, other than an assignment or transfer made at the request of any Borrower. (h) VAT. (i) All amounts expressed in a Loan Document to be payable by any party to any Lender which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to subsection (h)(ii) below, if VAT is or becomes chargeable on any supply made by any Lender to any party under a Loan Document, on provision of a valid VAT invoice, by the Lender to the party, that party shall pay to the Lender (in addition to and at the same time as paying the consideration for such supply) an amount equal to the amount of such VAT. (ii) If VAT is or becomes chargeable on any supply made by any Lender (the "Supplier") to any other Lender (the "Recipient") under a Loan Document, and any party other than the Recipient (the "Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration), such Subject Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT (where the Supplier is the person required to account to the relevant tax authority for the VAT). The Recipient will promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT. Where the Recipient is the person [[6410812]] ----- required to account to the relevant tax authority for the VAT the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT. (iii) Where a Loan Document requires any party to reimburse or indemnify a Lender for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Lender for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Lender reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority. (iv) Any reference in this Section 2.32(h) to any Person shall, at any time when such Person is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning, in Ireland, as the group member notified by the Revenue Commissioners in accordance with section 15(1)(a)(i) VATCA as being the member responsible for complying with the provisions of that Act in respect of the group or the equivalent meaning under relevant VAT legislation where such legislation uses a term other than "representative member"). (v) In relation to any supply made by a Lender to any party under a Loan Document, if reasonably requested by such Lender, that party must promptly provide such Lender with details of that party's VAT registration and such other information as is reasonably requested in connection with such Lender's VAT reporting requirements in relation to such supply.

(i) FATCA Deduction. (i) Each Irish Loan Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Irish Loan Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. (ii) Each party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Lender to whom it is making the payment and, in addition, shall notify the Administrative Agent and the Administrative Agent shall notify the other Loan Parties. SECTION 2.33. Refinancing Facilities. (a) The Borrowers may, by written notice to the Administrative Agent from time to time, request the establishment hereunder of (i) a new Class of revolving commitments (the "Refinancing Revolving Commitments") pursuant to which each Person providing such a commitment (a "Refinancing Revolving Lender"), which may include any existing Lender (each of which shall be entitled to agree or decline to participate [[6410812]] ----- in its sole discretion), will make revolving loans to the applicable Borrower or Borrowers ("Refinancing Revolving Loans") and acquire participations in the applicable Letters of Credit and Swingline Loans and (ii) one or more additional Classes of term loan commitments (the "Refinancing Term Loan Commitments"), pursuant to which each Person providing such a commitment (a "Refinancing Term Lender") will make term loans to the applicable Borrowers (the "Refinancing Term Loans"); provided that (A) each Refinancing Revolving Lender and each Refinancing Term Lender shall not be an Ineligible Assignee and shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld) and (B) each Refinancing Revolving Lender shall be subject to the approval of each applicable Issuing Bank and each applicable Swingline Lender (which approval shall not be unreasonably withheld), in each case, to the extent such consent, if any, would be required pursuant to Section 9.04 for an assignment of Loans or Commitments, as applicable, to such Refinancing Revolving Lender and such Refinancing Term Lender, as applicable. (b) The Borrowers and each Refinancing Lender shall execute and deliver to the Administrative Agent a Refinancing Facility Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Refinancing Commitments of each Refinancing Lender. Such Refinancing Facility Agreement shall set forth, with respect to the Refinancing Commitments established thereby and the Refinancing Loans and other extensions of credit to be made thereunder, to the extent applicable: (i) the designation of such Refinancing Commitments and Refinancing Loans as a new "Class" of loans and/or commitments hereunder, (ii) the stated termination and maturity dates applicable to the Refinancing Commitments or Refinancing Loans of such Class; provided that such stated termination and maturity dates shall not be earlier than (x) the Maturity Date then in effect with respect to the applicable Class of Revolving Credit Commitments being so refinanced (in the case of Refinancing Revolving Commitments and Refinancing Revolving Loans) or (y) the Maturity Date then in effect with respect to the applicable Class of Term Loans being so refinanced (in the case of Refinancing Term Loan Commitments and Refinancing Term Loans), (iii) in the case of any Refinancing Term Loans, any amortization applicable thereto and the effect thereon of any prepayment of such Refinancing Term Loans; provided that the weighted average life to maturity of such Refinancing Term Loans shall not be shorter than the weighted average life to maturity of the applicable Class of Term Loans being so refinanced, (iv) the interest rate or rates applicable to the Refinancing Loans of such Class, (v) the fees applicable to the Refinancing Commitment or Refinancing Loans of such Class, (vi) in the case of any Refinancing Term Loans, any original issue discount applicable thereto, (vii) the initial Interest Period or Interest Periods applicable to Refinancing Loans of such Class, (viii) any voluntary or mandatory commitment reduction or prepayment requirements applicable to Refinancing Commitments or Refinancing Loans of such Class (which prepayment requirements, in the case of any Refinancing Term Loans, may provide that such Refinancing Term Loans may participate in any mandatory prepayment on a pro rata basis with the Term Loans, but may not provide for

prepayment requirements that are more favorable to the Lenders holding such Refinancing Term Loans than to the Lenders holding the Term Loans so refinanced) and any restrictions on the voluntary or mandatory reductions or prepayments of Refinancing Commitments or Refinancing Loans of such Class and (ix) in the case of any Refinancing Revolving Commitments, the Alternative Currencies, if any, available thereunder. Except as contemplated by the preceding sentence, the terms of the Refinancing Revolving Commitments and Refinancing Revolving Loans and other extensions of credit thereunder shall be substantially the same as the Revolving [[6410812]] ----- Credit Commitments and Revolving Loans and other extensions of credit thereunder, and the terms of the Refinancing Term Loan Commitments and Refinancing Term Loans shall be substantially the same as the terms of the U.S. Term Loan Commitments and the U.S. Term Loans. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Facility Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Facility Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Refinancing Facility Agreement (including any amendments necessary to treat the applicable Loans and/or Commitments as a new "Class" of loans and/or commitments hereunder). (c) Notwithstanding the foregoing, no Refinancing Commitments shall become effective under this Section 2.33 unless (i) on the date of such effectiveness, the conditions set forth in Section 4.02(b) and (c) shall be satisfied and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of Terex, (ii) the Agent shall have received legal opinions, board resolutions and other customary closing certificates consistent with those delivered on the Restatement Effective Date, (iii) in the case of any Refinancing Revolving Commitments, substantially concurrently with the effectiveness thereof, all the Revolving Credit Commitments of a Class then in effect shall be terminated, and all the Revolving Loans then outstanding thereunder, together with all interest thereon, and all other amounts accrued for the benefit of the Revolving Credit Lenders of such Class, shall be repaid or paid (it being understood, however, that, with the written consent of the applicable Issuing Bank, any Letters of Credit issued by such Issuing Bank may continue to be outstanding under the Refinancing Revolving Commitments), and the aggregate amount of such Refinancing Revolving Credit Commitments does not exceeded the aggregate amount of the Revolving Commitments so terminated and (iv) in the case of any Refinancing Term Loan Commitments, substantially concurrently with the effectiveness thereof, the applicable Borrower shall obtain Refinancing Term Loans thereunder and shall repay or prepay then outstanding Term Borrowings of any Class in an aggregate principal amount equal to the aggregate amount of such Refinancing Term Loan Commitments (less the aggregate amount of accrued and unpaid interest with respect to such outstanding Term Borrowings and any reasonable fees, premium and expenses relating to such refinancing) (and any such prepayment of Term Borrowings of any Class shall be applied to reduce the subsequent scheduled repayments of Term Borrowings of such Class to be made pursuant to Section 2.11 on a pro rata basis). ARTICLE III Representations and Warranties Each Borrower represents and warrants to the Administrative Agent, the Collateral Agent, each of the Issuing Banks and each of the Lenders that: SECTION 3.01. Organization; Powers. Terex and each of the Subsidiaries (including each Borrower) (a) is a corporation, partnership, limited liability company or other entity, duly incorporated or formed, as the case may be, validly existing and in good standing (other than with respect to (x) any Borrower organized in Australia, Ireland or the United Kingdom, it being understood that Australia, Ireland and the United Kingdom do not have a concept of good standing or (y) any other Subsidiary organized in a foreign jurisdiction that [[6410812]] ----- does not have a concept of good standing) under the laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted and as proposed to be conducted, (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except

where the failure to qualify could not reasonably be expected to result in a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated hereby to which it is or will be a party and, in the case of each Borrower, to borrow hereunder. Each Borrower (other than Terex) is a wholly owned Subsidiary.

SECTION 3.02. Authorization. Each of the Transactions will, at the time it occurs, (a) have been duly authorized by all requisite organizational action and (b) not (i) violate (A) any provision of law, statute, rule or regulation, (B) the certificate or articles of incorporation or other constitutive documents or by-laws of such Loan Party, (C) any order of any Governmental Authority applicable to any Loan Party or (D) any provision of any indenture, agreement or other instrument to which Terex or any Restricted Subsidiary is a party or by which any of them or any of their property is or may be bound, (ii) result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under any such indenture, agreement or other instrument, except, in the case of each of clause (i)(A), (i)(D) and (ii), where such violation, breach or default could not reasonably be expected to result in a Material Adverse Effect or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by Terex or any Subsidiary Guarantor (other than any Lien created hereunder or under the Security Documents).

SECTION 3.03. Enforceability. This Agreement has been duly executed and delivered by each Loan Party party hereto and constitutes, and each other Loan Document has either been duly executed and delivered by each Loan Party thereto and constitutes or, when executed and delivered by each Loan Party thereto, will constitute, a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, examinership, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.04. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the Transactions, except for (a) those filings described on Schedule 5.11 and (b) such as have been made or obtained and are in full force and effect, except where the failure to obtain the same could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.05. Financial Statements. Terex has heretofore furnished to the Lenders its consolidated and consolidating balance sheets and related statements of income, comprehensive income, changes in stockholders' equity and cash flows as of and for each of the fiscal years ended December 31, 2018, December 31, 2019 and December 31, 2020, audited by and accompanied by the opinion of PricewaterhouseCoopers LLP, independent [[6410812]] -----
----- public accountants. Such financial statements present fairly in all material respects the financial condition and results of operations and cash flows of Terex and its consolidated Subsidiaries as of such dates and for such periods. Such balance sheets and the notes thereto disclose all material liabilities, direct or contingent, of Terex and its consolidated Subsidiaries as of the dates thereof required to be reflected in accordance with GAAP. Such financial statements were prepared in accordance with GAAP applied on a consistent basis.

SECTION 3.06. No Material Adverse Change. There has been no material adverse change in the business, assets, operations, condition, financial or otherwise, of Terex and its Restricted Subsidiaries, taken as a whole, since December 31, 2020.

SECTION 3.07. Title to Properties; Possession Under Leases. (a) Each of Terex and its Restricted Subsidiaries has fee title to, or valid leasehold interests in, all its material properties and assets (including all Mortgaged Property), except for defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes. All such material properties and assets are free and clear of Liens, other than Liens expressly permitted by Section 6.02. (b) Each of Terex and its Restricted Subsidiaries has complied in all material respects with all obligations under all material leases to which it is a party and all such leases are in

full force and effect. Each of Terex and its Restricted Subsidiaries enjoys peaceful and undisturbed possession under all such material leases. (c) No Borrower has received any written notice of, nor has any knowledge of, any pending or contemplated condemnation proceeding affecting the Mortgaged Properties or any sale or disposition thereof in lieu of condemnation. (d) Neither Terex nor any of its Restricted Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein. SECTION 3.08. Subsidiaries. Schedule 3.08 sets forth as of the Restatement Effective Date a list of all Subsidiaries and the percentage ownership interest of the applicable owner therein. The Equity Interests or other ownership interests so indicated on Schedule 3.08 are fully paid and non-assessable and are owned by Terex, directly or indirectly through its Subsidiaries, free and clear of all Liens, except for Liens created under the Security Documents. SECTION 3.09. Litigation; Compliance with Laws. (a) Except as set forth on Schedule 3.09, there are not any actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of any Borrower, threatened against or affecting Terex or any of its Subsidiaries or any business, property or rights of any such person (i) that involve any Loan Document or (ii) as to which there is a reasonable probability of an adverse determination and that, if adversely determined in the ordinary course of such action, suit or proceeding, at the time of such determination, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. [[6410812]] -----

----- (b) None of Terex or any of its Subsidiaries or any of their respective material properties or assets is in violation of, nor will the continued operation of their material properties and assets as currently conducted violate, any law, rule or regulation (including any zoning, building, Environmental Law, ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting the Mortgaged Property, or is in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such violation or default could reasonably be expected to result in a Material Adverse Effect. (c) Certificates of occupancy and permits are in effect for each Mortgaged Property as currently constructed, except where the failure to have the same could not reasonably be expected to result in a Material Adverse Effect. (d) No exchange control law or regulation materially restricts any Borrower from complying with its obligations in respect of any Alternative Currency Loan or Letter of Credit or any other Loan Party with respect to its obligations under any Loan Document. SECTION 3.10. Agreements. (a) Neither Terex nor any of its Subsidiaries is a party to any agreement or instrument or subject to any corporate restriction that has resulted or could reasonably be expected to result in a Material Adverse Effect. (b) Neither Terex nor any of its Subsidiaries is in default in any manner under any provision of any indenture or other agreement or instrument evidencing Indebtedness, or any other material agreement or instrument to which it is a party or by which it or any of its properties or assets are or may be bound, where such default could reasonably be expected to result in a Material Adverse Effect. SECTION 3.11. Federal Reserve Regulations. (a) Neither Terex nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock. (b) No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation T, U or X. SECTION 3.12. Investment Company Act. Neither Terex nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940. SECTION 3.13. Use of Proceeds. The proceeds of (a) the U.S. Term Loans, together with the proceeds of the New Senior Notes and cash on hand at the Borrowers, will be used on the Restatement Effective Date solely to consummate the Transactions and, (b) the Revolving Loans will be used by the applicable Borrower solely from time to time on and after the Restatement Effective Date, for working capital needs and other general corporate purposes (including the making of dividends and other distributions

in respect of its Equity Interests, the repurchase of Equity Interests in Terex, the repayment or other retirement of Indebtedness and the financing of Permitted Acquisitions, in each case, to the extent permitted [[6410812]] - ----- hereunder). and (c) the Delayed Draw Term Loans will be used to (i) pay the consideration for, and other amounts owing in connection with, the Fort Acquisition under the Fort Acquisition Agreement and (ii) pay fees and expenses incurred in connection with the Fort Acquisition and the transactions relating thereto. SECTION 3.14. Tax Returns. Each of Terex and its Subsidiaries has filed or caused to be filed all Federal and material state, local and non-U.S. Tax returns required to have been filed by it and has paid or caused to be paid all Taxes shown as due on such Tax returns and all assessments received by it (in each case giving effect to applicable extensions), except Taxes that are being contested in good faith by appropriate proceedings and for which Terex or such Subsidiary, as applicable, shall have set aside on its books reserves in accordance with GAAP. SECTION 3.15. No Material Misstatements. None of (a) the Lender Presentation or (b) any other information, report, financial statement, exhibit or schedule furnished by or on behalf of any Borrower in writing to the Administrative Agent or any Lender in connection with the negotiation of any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not materially misleading; provided that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, such Borrower represents only that it acted in good faith and utilized assumptions believed by it to be reasonable and due care in the preparation of such information, report, financial statement, exhibit or schedule. SECTION 3.16. Employee Benefit Plans. (a) Each of Terex and its ERISA Affiliates is in compliance in all material respects with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, could reasonably be expected to result in a Material Adverse Effect. The present value of all benefit liabilities under each Plan (based on those assumptions used to fund such Plan) did not, as of December 31, 2020, exceed the fair market value of the assets of each Plan, and the present value of all benefit liabilities of all underfunded Plans (based on those assumptions used to fund each such Plan) did not, as of December 31, 2020, exceed the fair market value of the assets of all such underfunded Plans, in each case, by an amount that could reasonably be expected to result in a Material Adverse Effect. (b) Each Non-U.S. Pension Plan is in compliance in all material respects with all requirements of law applicable thereto and the respective requirements of the governing documents for such plan except to the extent such non-compliance could not reasonably be expected to result in a Material Adverse Effect. With respect to each Non-U.S. Pension Plan, none of Terex, its Affiliates or any of its directors, officers, employees or agents has engaged in a transaction which would subject Terex or any of its Subsidiaries, directly or indirectly, to a tax or civil penalty which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. With respect to each Non-U.S. Pension Plan, reserves have been established in the financial statements furnished to Lenders in respect of any unfunded liabilities [[6410812]] ----- in accordance with applicable law and prudent business practice or, where required, in accordance with ordinary accounting practices in the jurisdiction in which such Non-U.S. Pension Plan is maintained. The aggregate unfunded liabilities with respect to such Non-U.S. Pension Plans could not reasonably be expected to result in a Material Adverse Effect; the present value of the aggregate accumulated benefit liabilities of all such Non-U.S. Pension Plans (based on those assumptions used to fund each such Non-U.S. Pension Plan) did not, as of December 31, 2020, exceed the fair market value of the assets of all such Non-U.S. Pension Plans, by an amount that could reasonably be expected to result in a Material Adverse Effect. There are no actions, suits or claims (other than routine claims for benefits) pending or threatened

against Terex or any of its Affiliates with respect to any Non-U.S. Pension Plan which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. SECTION 3.17. Environmental Matters. Except as set forth in Schedule 3.17: (a) the properties owned, leased or operated by each of Terex and its Subsidiaries (the "Properties") do not contain any Hazardous Materials in amounts or concentrations which (i) constitute, or constituted a violation of, (ii) require Remedial Action under, or (iii) could give rise to liability under, Environmental Laws, which violations, Remedial Actions and liabilities, in the aggregate, could reasonably be expected to result in a Material Adverse Effect; (b) the Properties and all operations of each of Terex and its Subsidiaries are in compliance in all material respects, and in the last five years have been in compliance, with all Environmental Laws, and all necessary Environmental Permits have been obtained and are in effect, except to the extent that such non-compliance or failure to obtain any necessary permits, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; (c) there have been no Releases or threatened Releases at, from, under or proximate to the Properties or otherwise in connection with the current or former operations of Terex or its Subsidiaries, which Releases or threatened Releases, in the aggregate, could reasonably be expected to result in a Material Adverse Effect; (d) neither Terex nor any of its Subsidiaries has received any notice of an Environmental Claim in connection with the Properties or the current or former operations of Terex or such Subsidiaries or with regard to any person whose liabilities for environmental matters Terex or such Subsidiaries has retained or assumed, in whole or in part, contractually, by operation of law or otherwise, which, in the aggregate, could reasonably be expected to result in a Material Adverse Effect, nor do Terex or its Subsidiaries have reason to believe that any such notice will be received or is being threatened; and (e) Hazardous Materials have not been transported from the Properties, nor have Hazardous Materials been generated, treated, stored or disposed of at, on or under any of the Properties in a manner that could give rise to liability under any Environmental Law, nor have Terex or its Subsidiaries retained or assumed any liability, contractually, by operation of law or otherwise, with respect to the generation, treatment, storage or disposal of Hazardous [[6410812]] -----
----- Materials, which liabilities, in the aggregate, could reasonably be expected to result in a Material Adverse Effect. SECTION 3.18. Insurance. Schedule 3.18 sets forth a true, complete and correct description of all material insurance maintained by Terex or any of its Restricted Subsidiaries as of the Restatement Effective Date. As of such date, such insurance is in full force and effect and all premiums have been duly paid. Each of Terex and its Restricted Subsidiaries has insurance in such amounts and covering such risks and liabilities as are in accordance with normal industry practice. SECTION 3.19. Security Documents. (a) The Guarantee and Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as defined in the Guarantee and Collateral Agreement) and the proceeds thereof and (i) when the Pledged Stock (other than Uncertificated Foreign Securities, Uncertificated Limited Liability Company Interests and Uncertificated Partnership Interests) and the Pledged Debt Securities (as each such term is defined in the Guarantee and Collateral Agreement) are delivered to the Collateral Agent together with the proper endorsements, the Lien created under Guarantee and Collateral Agreement shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Stock and Pledged Debt Securities to the extent that the laws of the United States or any state thereof govern the creation and perfection of any such security interest, in each case prior and superior in right to any other Lien or right of any other person, and (ii) when financing statements in appropriate form are filed in the offices specified on Schedule 3.19(a) and all applicable filing fees have been paid, the Lien created under the Guarantee and Collateral Agreement will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Collateral (other than Intellectual Property, as defined in the Guarantee and Collateral Agreement) to the extent such security interest may be perfected by the filing of a

UCC financing statement, in each case prior and superior in right to any other Lien or right of any other person, other than Liens expressly permitted by Section 6.02 which by operation of law or contract have priority over the Liens securing the Obligations. (b) With respect to the Intellectual Property (as defined in the Guarantee and Collateral Agreement) in which Terex, the Subsidiary Guarantors and the Collateral Agent have agreed that the Collateral Agent may record the Guarantee and Collateral Agreement (or a short-form security agreement in form and substance reasonably satisfactory to Terex and the Collateral Agent) with the United States Patent and Trademark Office or the United States Copyright Office (the "Perfection Intellectual Property"), as applicable, upon the execution and delivery of the Guarantee and Collateral Agreement and the recordation of the Guarantee and Collateral Agreement (or such short-form security agreement) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the payment of all applicable fees, together with the financing statements in appropriate form filed in the offices specified on Schedule 3.19(a), the Lien created under the Guarantee and Collateral Agreement in the Perfection Intellectual Property shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Perfection Intellectual Property to the [[6410812]] ----- extent that a security interest may be perfected by filing in the United States and its territories and possessions, in each case prior and superior in right to any other person. (c) The Mortgages, upon the execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, subject to the exceptions listed in each insurance policy covering such Mortgage, for the ratable benefit of the Secured Parties, a legal, valid and enforceable Lien on all of the Loan Parties' right, title and interest in and to the Mortgaged Property thereunder and the proceeds thereof, and when the Mortgages referred to in Section 3.04(b) are recorded in the offices specified in Schedule 3.19(c) and all applicable fees have been paid, the Mortgages will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Mortgaged Property and the proceeds thereof, in each case prior and superior in right to any other person, other than with respect to the rights of persons pursuant to Liens expressly permitted by Section 6.02 which by operation of law or contract would have priority over the Liens securing the Obligations.

SECTION 3.20. Location of Material Owned Real Property. Schedule 3.20 lists completely and correctly as of the Restatement Effective Date all Material Owned Real Property and the addresses thereof. Terex and the Subsidiary Guarantors own in fee all the real property set forth on Schedule 3.20. **SECTION 3.21. Labor Matters.** Except as set forth on Schedule 3.21, as of the Restatement Effective Date, there are no strikes, lockouts or slowdowns against Terex or any of its Restricted Subsidiaries pending or, to the knowledge of any Borrower, threatened. The hours worked by and payments made to employees of Terex and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or non-U.S. law dealing with such matters, which violations, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. All payments due from Terex or any of its Restricted Subsidiaries, or for which any claim may be made against Terex or any such Restricted Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of Terex or such Restricted Subsidiary. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Terex or any of its Restricted Subsidiaries is bound on the Restatement Effective Date. **SECTION 3.22. Solvency.** Immediately after the consummation of the Transactions and immediately following the making of each Loan and after giving effect to the application of the proceeds of such Loans, (a) the fair value of the assets of the Loan Parties, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of the Loan Parties will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and

matured; (c) each Loan Party will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) each Loan Party will not have unreasonably small capital with which to conduct the [[6410812]] -----

----- business in which it is engaged as such business is now conducted and is proposed to be conducted following the Restatement Effective Date. SECTION 3.23. Sanctions, Anti-Terrorism and Anti-Bribery Laws. (a) (i) None of the Borrowers, any of their respective subsidiaries or any of their respective directors or officers nor, to the knowledge of the Borrowers, any agent, employee or Affiliate of any of the foregoing is (A) a Person on the list of "Specially Designated Nationals and Blocked Persons" or any other sanctions list maintained by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC") or the European Union, (B) the subject of any sanctions administered by OFAC, the U.S. State Department, the European Union, His Majesty's Treasury, the United Nations or other relevant sanctions authority, including sanctions that prohibit all or substantially all imports and exports between the United States of America and another country, region or territory (currently Crimea, Cuba, Iran, North Korea, Sudan and Syria) (collectively, "Sanctions"), (C) located in, or organized under the laws of, any country, region or territory that is the subject of any country-, region- or territory-wide Sanctions except to the extent such presence is permitted pursuant to applicable law, or (D) more than 50% owned by any Person that is the subject of Sanctions. (ii) The Borrowers will not directly or, to their knowledge, indirectly, use the proceeds of the Loans or any Contract Loans or otherwise make available such proceeds to any person, or request the issuance of any Letter of Credit, for the purpose of financing the activities of any person, in any country, region or territory, that is subject to any country-, region- or territory-wide Sanctions or for any other purpose or in any other manner that will result in a violation of Sanctions by any person (including any person participating in the Loans, whether as underwriter, advisor, investor or otherwise). (b) Each Loan Party and its subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, the International Emergency and Economic Powers Act and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V) and any other enabling legislation or executive order relating thereto, (ii) the USA PATRIOT Act and (iii) the applicable anti-terrorism laws, rules and regulations of jurisdictions where the Borrowers and their Affiliates conduct business from time to time (collectively, "Anti-Terrorism Laws"). (c) No part of the proceeds of any Loan or any Letter of Credit will be used, directly or, to the knowledge of the Borrowers, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") or the laws, rules and regulations of any jurisdiction applicable to the Borrowers and their Affiliates from time to time relating to bribery or corruption (collectively, "Anti-Bribery Laws"). (d) The representations and warranties set forth in this Section 3.23 made by any Borrower to any Lender domiciled in Germany (Inlander) within the meaning of Section 2, paragraph 15 of the German Foreign Trade Act (Aussenwirtschaftsgesetz) are made only to the extent that any such Borrower would be permitted to make such representations and warranties [[6410812]] -----

--- pursuant to Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Aussenwirtschaftsgesetzes (Aussenwirtschaftsverordnung)). In relation to each Lender that notifies the Administrative Agent that it is a "Restricted Finance Party" (each a "Restricted Finance Party"), the representation and warranties set forth in this Section 3.23 (the "Sanctions Provisions") only apply for the benefit of that Restricted Finance Party to the extent that the Sanctions Provision would not result in any violation of or conflict with or liability under Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Aussenwirtschaftsgesetzes (Aussenwirtschaftsverordnung)). (e) The representations and warranties set forth in this Section 3.23 are made only to the extent that such representations or warranties

would not result in a violation of Council Regulation (EC) No 2271/96, as amended (or any implementing law or regulation in any member state of the European Union) or Regulation (EC) No 2271/96 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended, including without limitation, by the European Union (Withdrawal Agreement) Act 2020) or any implementing law or regulation in the United Kingdom. SECTION 3.24. Tax Residence. Each U.K. Loan Party represents and warrants to the Administrative Agent, the Collateral Agent, each of the Issuing Banks and each of the Lenders that it is resident for tax purposes solely in the United Kingdom. ARTICLE IV Conditions SECTION 4.01.

[Reserved]. SECTION 4.02. All Credit Events. The obligation of each Lender to make Loans (including Swingline Loans but, (x) with respect to Incremental Term Loans the proceeds of which are to be used to finance a Limited Condition Acquisition, subject to Section 2.27(c) and (y) with respect to a Borrowing Request requesting Delayed Draw Term Loans, as otherwise provided in the July 2024 Incremental Assumption and Amendment Agreement) hereunder, and the obligation of each Issuing Bank to issue, amend, extend or renew any Letter of Credit hereunder (each, a "Credit Event") is subject to the occurrence of the Restatement Effective Date and to the satisfaction of the following conditions on the date of each Credit Event: (a) The Administrative Agent shall have received a notice of such Credit Event as required by Section 2.03 (or such notice shall have been deemed given in accordance with Section 2.03) or, in the case of the issuance, amendment, renewal or extension of a Letter of Credit, the applicable Issuing Bank and the Administrative Agent shall have received a notice requesting the issuance, amendment, renewal or extension of such Letter of Credit as required by Section 2.23(b) or, in the case of the Borrowing of a Swingline Loan, the applicable Swingline Lender and the Administrative Agent shall have received a notice requesting such Swingline Loan as required by Section 2.22(b). [[6410812]] ----- (b) The representations and warranties set forth in Article III hereof shall be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality, Material Adverse Effect or words of similar import, in all respects) on and as of the date of such Credit Event with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality, Material Adverse Effect or words of similar import, in all respects) as of such earlier date. (c) Each Borrower and each other Loan Party shall be in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and at the time of and immediately after such Credit Event, no Event of Default or Default shall have occurred and be continuing. Each Credit Event shall be deemed to constitute a representation and warranty by each Borrower on the date of such Credit Event as to the matters specified in paragraphs (b) and (c) of this Section 4.02. ARTICLE V Affirmative Covenants Each Borrower covenants and agrees with each Lender that so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than contingent indemnification obligations not then due and payable) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, unless the Required Lenders shall otherwise consent in writing, each Borrower will, and will cause each of its Restricted Subsidiaries to: SECTION 5.01. Existence; Businesses and Properties. (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except as otherwise expressly permitted under Section 6.05. (b) Do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, franchises, authorizations, patents, copyrights, trademarks and trade names material to the conduct of its business; maintain and operate such business in substantially the manner in which it is presently conducted and operated or in an otherwise prudent manner; comply in all material respects with all

applicable laws, rules, regulations (including any zoning, building, Environmental Law, ordinance, code or approval or any building permits or any restrictions of record or agreements affecting the Mortgaged Properties, ERISA, Sanctions, the FCPA, other Anti-Bribery Laws, the USA PATRIOT Act and other Anti-Terrorism Laws) and decrees and orders of any Governmental Authority, whether now in effect or hereafter enacted unless failure to comply could not reasonably be expected to result in a Material Adverse Effect; and at all times maintain and preserve all property material to the conduct of such business and keep such property in working [[6410812]] ----- order and condition and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be conducted at all times in a commercially reasonable manner, in each case, other than to the extent this provision would result in a violation of Council Regulation (EC) No 2271/96, as amended (or any implementing law or regulation in any member state of the European Union) or Regulation (EC) No 2271/96 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended, including without limitation, by the European Union (Withdrawal Agreement) Act 2020) or any implementing law or regulation in the United Kingdom. The covenants set forth in this section agreed between any Borrower and any Lender domiciled in Germany (Inlander) within the meaning of Section 2, paragraph 15 of the German Foreign Trade Act (Aussenwirtschaftsgesetz) are agreed only to the extent that any such Borrower would be permitted to comply with such covenants pursuant to Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Aussenwirtschaftsgesetzes (Aussenwirtschaftsverordnung)). In relation to each Lender that notifies the Administrative Agent that it is a "Restricted Finance Party" (each a "Restricted Finance Party"), the covenants set forth in this section (the "Sanctions Provisions") only apply for the benefit of that Restricted Finance Party to the extent that the Sanctions Provision would not result in any violation of or conflict with or liability under Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Aussenwirtschaftsgesetzes (Aussenwirtschaftsverordnung)).

SECTION 5.02. Insurance. (a) Keep its insurable properties adequately insured at all times by financially sound and reputable insurers; maintain such other insurance (including self insurance), to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations and of same or similar size, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it; and maintain such other insurance as may be required by law. (b) Cause all such policies of Terex or any Material U.S. Restricted Subsidiary to be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, which endorsement shall provide that, from and after the Restatement Effective Date, if the insurance carrier shall have received written notice from the Administrative Agent or the Collateral Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to Terex or any such Loan Parties under such policies directly to the Collateral Agent; cause all such policies to provide that no Borrower, the Administrative Agent, the Collateral Agent nor any other party shall be a coinsurer thereunder and to contain a "Replacement Cost Endorsement", without any deduction for depreciation, and such other provisions as the Administrative Agent or the Collateral Agent may reasonably require from time to time to protect their interests; deliver original or certified copies of all such policies to the Collateral Agent; cause each such policy to provide that it shall not be canceled, modified or not renewed for any other reason upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent; deliver to the Administrative Agent and the Collateral Agent, prior to the cancelation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement

policy (or other [[6410812]] ----- evidence of renewal of a policy previously delivered to the Administrative Agent and the Collateral Agent) together with evidence satisfactory to the Administrative Agent and the Collateral Agent of payment of the premium therefor. (c) If at any time the area in which the Premises (as defined in the Mortgages) are located is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as the Administrative Agent, the Collateral Agent or the Required Lenders may from time to time require, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time, and other applicable flood laws, or (ii) a "Zone 1" area, obtain earthquake insurance in such total amount as the Administrative Agent, the Collateral Agent or the Required Lenders may from time to time require. (d) With respect to any Mortgaged Property, carry and maintain commercial general liability insurance including the "broad form CGL endorsement", to the extent available in the relevant jurisdiction, and coverage on an occurrence basis against claims made for personal injury (including bodily injury, death and property damage) and umbrella liability insurance against any and all claims, in no event for a combined single limit of less than that in effect on the Restatement Effective Date, naming the Collateral Agent as an additional insured, on forms reasonably satisfactory to the Collateral Agent. (e) Notify the Administrative Agent and the Collateral Agent immediately whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 5.02 is taken out by any Borrower; and promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies (including, for the avoidance of doubt, any required flood or earthquake policy or policies). (f) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that: (i) none of the Administrative Agent, the Lenders, the Issuing Banks, or their respective agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) each Borrower and the other Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks or their agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then each Borrower hereby agrees, to the extent permitted by law, to waive its right of recovery, if any, against the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks and their agents and employees; and (ii) the designation of any form, type or amount of insurance coverage by the Administrative Agent, the Collateral Agent or the Required Lenders under this Section [[6410812]] ----- 5.02 shall in no event be deemed a representation, warranty or advice by the Administrative Agent, the Collateral Agent or the Lenders that such insurance is adequate for the purposes of the business of any Borrower and its Subsidiaries or the protection of their properties and the Administrative Agent, the Collateral Agent and the Required Lenders shall have the right from time to time to require the Borrowers and the other Loan Parties to keep other insurance in such form and amount as the Administrative Agent, the Collateral Agent or the Required Lenders may reasonably request; provided that such insurance shall be obtainable on commercially reasonable terms. SECTION 5.03. Obligations and Taxes. Pay its Indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all material Taxes imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise that, if unpaid, could reasonably be expected to give rise to a Lien upon such properties or any part thereof; provided, however, that such payment and discharge shall not be required with respect to any such obligation or Taxes so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and the applicable

Borrower shall have set aside on its books reserves with respect thereto in accordance with GAAP and such contest operates to suspend collection of the contested obligation or Taxes and enforcement of a Lien and, in the case of a Mortgaged Property, there is no risk of forfeiture of such property. SECTION 5.04. Financial Statements, Reports, etc. In the case of Terex, furnish to the Administrative Agent for distribution by the Administrative Agent to each Lender: (a) within 90 days (or if Terex files its annual report on Form 10-K with the SEC sooner, then promptly thereafter) after the end of each fiscal year, its consolidated and consolidating balance sheets and related statements of income, comprehensive income, changes in stockholders' equity and cash flows showing the financial condition of Terex and its consolidated Subsidiaries as of the close of such fiscal year and the results of its operations and the operations of such Subsidiaries during such year, all audited (in the case of such consolidated financial statements) by PricewaterhouseCoopers LLP or other independent public accountants of recognized national standing or otherwise reasonably acceptable to the Required Lenders and accompanied by an opinion of such accountants (which shall not be qualified) to the effect that such consolidated financial statements fairly present the financial condition and results of operations of Terex and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied; (b) within 45 days (or if Terex files its quarterly report on Form 10-Q with the SEC sooner, then promptly thereafter) after the end of each of the first three fiscal quarters of each fiscal year, its consolidated and consolidating balance sheets and related statements of income, changes in stockholders' equity and cash flows showing the financial condition of Terex and its consolidated Subsidiaries as of the close of such fiscal quarter and the results of its operations and the operations of such Subsidiaries during such fiscal quarter and the then elapsed portion of the fiscal year, all certified by one of its Financial Officers as fairly presenting in all material respects the financial condition and results of operations of Terex and its consolidated [[6410812]] ----- Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments; (c) concurrently with any delivery of financial statements under sub-paragraph (a) or (b) above, (i) if there shall have been any Unrestricted Subsidiaries during the relevant period, comparable financial statements (which need not be audited or contain footnotes) for such period covering Terex and its Restricted Subsidiaries, and (ii) a certificate of the accounting firm (unless at such time it is the practice and policy of such accounting firm not to deliver such certificates) or Financial Officer opining on or certifying such statements (which certificate, when furnished by an accounting firm, may be limited to accounting matters and disclaim responsibility for legal interpretations) (A) certifying that no Event of Default or Default has occurred or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto; (B) in the case of any such letter from such Financial Officer, setting forth reasonably detailed calculations demonstrating compliance with Sections 6.10 and 6.11, in a form reasonably satisfactory to the Administrative Agent; and (C) in the case of financial statements delivered under subparagraph (b) above for the last fiscal quarter of any ECF Period, setting forth Terex's calculation of Excess Cash Flow for the ECF Period then ended; (d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Terex or any Restricted Subsidiary with the SEC or any national securities exchange, or distributed to its shareholders, as the case may be; (e) within 90 days after the first day of each fiscal year of Terex, a copy of the budget for its consolidated balance sheet and related statements of income and cash flows for such fiscal year; and (f) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of Terex or any Restricted Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request. SECTION 5.05. Litigation and Other Notices. Furnish to the Administrative Agent, the Issuing Banks and each Lender, promptly after obtaining knowledge thereof, written notice of the following: (a) any Event of Default or Default, specifying the nature

and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto; (b) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority, against any Borrower or any Affiliate thereof that could reasonably be expected to result in a Material Adverse Effect; and (c) any development with respect to Terex or any Subsidiary that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect. [[6410812]] -----

----- SECTION 5.06. Employee Benefits. Comply in all material respects with the applicable provisions of ERISA and the Code and the laws applicable to any Non-U.S. Pension Plan and (b) furnish to the Administrative Agent (i) as soon as possible after, and in any event within 10 days after any Responsible Officer of any Borrower or any Affiliate knows that any ERISA Event has occurred that, alone or together with any other ERISA Event could reasonably be expected to result in liability of any Borrower in an aggregate amount exceeding \$25,000,000 (or the Dollar Equivalent thereof in another currency), a statement of a Financial Officer of such Borrower setting forth details as to such ERISA Event and the action, if any, that such Borrower proposes to take with respect thereto. SECTION 5.07. Maintaining Records; Access to Properties and Inspections; Maintenance of Ratings. (a) Keep proper books of record and account in which full, true and correct entries in conformity in all material respects with GAAP and all requirements of law are made of all dealings and transactions in relation to its business and activities. Each Loan Party will, and will cause each of its Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender to visit and inspect the financial records and the properties of any Borrower or any Restricted Subsidiary at reasonable times and as often as reasonably requested (but in no event more than twice annually unless an Event of Default shall have occurred and be continuing) and to make extracts from and copies of such financial records, and permit any representatives designated by the Administrative Agent or any Lender to discuss the affairs, finances and condition of any Borrower or any Restricted Subsidiary with the officers thereof and independent accountants therefor. (b) In the case of Terex, use commercially reasonable efforts to cause the credit facilities provided for hereunder to be continuously publicly rated (but no specific rating) by S&P and Moody's, and to maintain a public corporate rating (but no specific rating) from S&P and a public corporate family rating (but no specific rating) from Moody's. SECTION 5.08. Use of Proceeds. Use the proceeds of the Loans and request the issuance of Letters of Credit only for the purposes described in Section 3.13, and ensure that no proceeds of the Loans or any Contract Loans will be advanced or otherwise made available, directly or indirectly, by Terex or any Subsidiary to any person conducting activities that would constitute a violation of Sanctions if conducted by a U.S. Person, in each case, other than to the extent this provision would result in a violation of Council Regulation (EC) No 2271/96, as amended (or any implementing law or regulation in any member state of the European Union) or Regulation (EC) No 2271/96 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended, including without limitation, by the European Union (Withdrawal Agreement) Act 2020) or any implementing law or regulation in the United Kingdom. The covenants set forth in this section agreed between any Borrower and any Lender domiciled in Germany (Inlander) within the meaning of Section 2, paragraph 15 of the German Foreign Trade Act (Aussenwirtschaftsgesetz) are agreed only to the extent that any such Borrower would be permitted to comply with such covenants pursuant to Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Aussenwirtschaftsgesetzes (Aussenwirtschaftsverordnung)). In relation to each Lender that notifies the Administrative Agent that it is a "Restricted Finance Party" (each a "Restricted Finance Party"), the [[6410812]] -----
----- covenants set forth in this section (the "Sanctions Provisions") only apply for the benefit of that Restricted Finance Party to the extent that the Sanctions Provision would not result in any violation of or conflict with or liability under Section 7 of the German Foreign Trade Ordinance (Verordnung zur

Durchführung des Aussenwirtschaftsgesetzes (Aussenwirtschaftsverordnung)). SECTION 5.09. Compliance with Environmental Laws. Comply, and cause all lessees and other persons occupying its Properties to comply, in all material respects with all Environmental Laws and Environmental Permits applicable to its operations and Properties; obtain and renew all Environmental Permits necessary for its operations and Properties; and conduct any Remedial Action in accordance with Environmental Laws; provided, however, that no Borrower nor any of the Restricted Subsidiaries shall be required to undertake any Remedial Action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP. SECTION 5.10. Preparation of Environmental Reports. If an Event of Default caused by reason of a breach of Section 3.17 or 5.09 shall have occurred and be continuing, at the request of the Required Lenders through the Administrative Agent, provide to the Lenders within 45 days after such request, at the expense of the applicable Borrower, an environmental site assessment report for the Properties which are the subject of such default, prepared by an environmental consulting firm reasonably acceptable to the Administrative Agent and indicating the presence or absence of Hazardous Materials and the estimated cost of any Remedial Action or any other activity required to bring the Properties into compliance with Environmental Laws in connection with such Properties.

SECTION 5.11. Further Assurances. (a) Execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code and other financing statements, mortgages and deeds of trust) that may be required under Schedule 5.11 or under applicable law, or that the Required Lenders, the Administrative Agent or the Collateral Agent may reasonably request, in order to effectuate the transactions contemplated by the Loan Documents and in order to grant, preserve, protect and perfect the validity and first priority of the security interests created or intended to be created by the Security Documents. On and after the Original Closing Date, Terex will cause each Material U.S. Restricted Subsidiary (whether now in existence or hereafter created or acquired) or any U.S. Subsidiary which is a Restricted Subsidiary and which becomes a Material U.S. Restricted Subsidiary to become a Subsidiary Guarantor by executing the Guarantee and Collateral Agreement and each applicable Security Document in favor of the Collateral Agent. In addition, from time to time, Terex and the Subsidiary Guarantors will, at their cost and expense, promptly secure the Obligations by pledging or creating, or causing to be pledged or created, perfected security interests with respect to such of their assets and properties acquired after the Original Closing Date as would constitute Collateral under any Security Document (it being understood that it is the intent of the parties that the Obligations shall be secured by, among other things, substantially all the U.S. assets of Terex and the Subsidiary Guarantors (including Material Owned Real Property and other U.S. assets acquired subsequent to the Original Closing Date and 100% of the non-voting Equity Interests (if any) and 65% of the voting Equity Interests in each Material First Tier Non-U.S. [[6410812]] -----

----- Subsidiary or Foreign Subsidiary Holdco, but excluding (i) any assets as to which the Administrative Agent shall determine in its reasonable discretion that the costs of obtaining a security interest in the same are excessive in relation to the benefit to the Lenders of the security intended to be afforded thereby, (ii) any assets of a type specifically excluded as Collateral under the Guarantee and Collateral Agreement and (iii) any voting Equity Interests in any Non-U.S. Subsidiary or Foreign Subsidiary Holdco, in each case in excess of 65% of the total combined voting power of such Non-U.S. Subsidiary or Foreign Subsidiary Holdco)). Such security interests and Liens will be created under the Security Documents and other security agreements, mortgages, deeds of trust and other instruments and documents in form and substance reasonably satisfactory to the Collateral Agent, and Terex shall deliver or cause to be delivered to the Lenders all such instruments and documents (including legal opinions, flood hazard determination forms, evidence of any insurance required by Section 5.02 (including flood or earthquake insurance), surveys, title insurance policies (including any endorsements thereto) and lien searches) as the Collateral Agent shall

reasonably request to evidence compliance with this Section. In furtherance of the foregoing, Terex will give prompt notice to the Administrative Agent of (A) the acquisition by it or any Subsidiary Guarantor of any Material Owned Real Property, (B) any U.S. Subsidiary becoming a Material U.S. Restricted Subsidiary (or of the circumstances described in the proviso to the definition of the term "Material U.S. Restricted Subsidiary") and (C) any Non-U.S. Subsidiary becoming a Material First Tier Non-U.S. Subsidiary. (b) In the case of Terex and the Subsidiary Guarantors, promptly notify the Collateral Agent in writing of any change (i) in its legal name, (ii) in its jurisdiction of organization, (iii) in its chief executive office, (iv) in its corporate or legal structure or (v) in its Federal Taxpayer Identification Number. Terex and each Subsidiary Guarantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Terex and each Subsidiary Guarantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Borrower is damaged or destroyed. (c) Within the applicable time periods set forth on Schedule 5.11, execute and deliver such documents and take such actions as required thereby. Notwithstanding anything to the contrary contained herein, during the period of 12 months following the Restatement Effective Date (or such longer period as the Administrative Agent shall agree in its sole discretion), Terex and the Subsidiary Guarantors shall not be required to execute and deliver any amendment to, or make any filing or take any other action with respect to, the Mortgage on the Mortgaged Property located in Oklahoma City, Oklahoma; provided that if such Mortgaged Property shall not have been sold or otherwise disposed of in accordance with Section 6.05 during such period, Terex and the Subsidiary Guarantors shall, within 60 days following the end of such period (or such later date as the Administrative Agent shall agree in its sole discretion), deliver such amendments or other modifications with respect to such Mortgage, together with customary legal opinions, title insurance policies and other related documentation as the Administrative Agent shall reasonably request, in order to ensure the validity and perfection of the security interest in favor of the Collateral Agent in such Mortgaged Property pursuant to such Mortgage.

SECTION 5.12. People with Significant Control Regime. Within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the United Kingdom Companies Act 2006 from any company incorporated in the United Kingdom (and any equivalent or analogous notice received from any company incorporated outside the United Kingdom) whose shares are subject to any security under the Security Documents and promptly provide the Collateral Agent with a copy of that notice.

ARTICLE VI Negative Covenants Each Borrower covenants and agrees with each Lender that, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification obligations not then due and payable) and all Letters of Credit have been cancelled or have expired and all amounts drawn thereunder have been reimbursed in full, unless the Required Lenders shall otherwise consent in writing, such Borrower will not, and will not cause or permit any of the Restricted Subsidiaries to:

SECTION 6.01. Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except that Terex and any Restricted Subsidiary may incur, create, assume or permit to exist: (a) (i) the New Senior Notes, (ii) until the fifth day following the Restatement Effective Date (or such later date as shall be acceptable to the Administrative Agent in its sole discretion), Existing Notes that have been called for redemption, and (iii) Indebtedness existing on the Restatement Effective Date and set forth in Schedule 6.01; (b) Additional Subordinated Notes; (c) Indebtedness created under this Agreement and the other Loan Documents; (d) Contract Loans permitted under Section 2.29; (e) Indebtedness pursuant to (i) Hedging Agreements and (ii) any Additional L/C Facility; provided, however, that (x) the Additional L/C Exposure shall not exceed \$300,000,000 at any time and (y) the sum of the L/C Exposure and the Additional L/C

Exposure shall not exceed \$400,000,000 at any time; (f) Indebtedness of (i) Terex or any wholly owned Restricted Subsidiary to any other wholly owned Restricted Subsidiary, (ii) any wholly owned Restricted Subsidiary to Terex, (iii) any Loan Party to another Loan Party or (iv) Terex to Finsub incurred to capitalize Finsub pursuant to any Receivables Program; provided, however, that any such Indebtedness of a [[6410812]] -

----- Loan Party owed to a non-Loan Party shall be subordinated to the prior payment in full of the Obligations; (g) Indebtedness resulting from endorsement of negotiable instruments for collection in the ordinary course of business; (h) Indebtedness arising under indemnity agreements to title insurers to cause such title insurers to issue to the Collateral Agent mortgagee title insurance policies; (i) Indebtedness arising with respect to customary indemnification and purchase price adjustment obligations incurred in connection with Asset Sales and Permitted Acquisitions permitted hereunder; (j) Indebtedness incurred in the ordinary course of business with respect to surety and appeal bonds, performance, insurance and return-of-money bonds, commercial guarantees (tender, advance payment, performance and warranty period guarantees) and other similar obligations; (k) Indebtedness consisting of (i) Acquired Indebtedness or (ii) Purchase Money Indebtedness or Capital Lease Obligations incurred in the ordinary course of business after the Restatement Effective Date; provided that, at the time of the incurrence of any such Indebtedness and immediately after giving effect thereto, (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (B) either (x) the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00 or (y) the aggregate principal amount of all Indebtedness incurred, created or assumed pursuant to this Section 6.01(k) at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00 does not exceed \$200,000,000 at any time; (l) (i) Indebtedness in respect of Retained Recourse Equipment Loans so long as the Retained Recourse Amount does not exceed \$500,000,000 at any time and (ii) Floor Plan Guarantees; (m) Indebtedness incurred to extend, renew or refinance Indebtedness described in paragraph (a) (other than clause (ii) or (iii) thereof), (k), (l) or (p) of this Section 6.01 ("Refinancing Indebtedness") so long as (i) such Refinancing Indebtedness is in an aggregate principal amount not greater than the aggregate principal amount of the Indebtedness being extended, renewed or refinanced, plus the amount of any interest or premiums required to be paid thereon plus fees and expenses associated therewith, (ii) such Refinancing Indebtedness has a later or equal final maturity and a longer or equal weighted average life than the Indebtedness being extended, renewed or refinanced, (iii) if the Indebtedness being extended, renewed or refinanced is subordinated to the Obligations, the Refinancing Indebtedness is subordinated to the Obligations to the extent of the Indebtedness being extended, renewed or refinanced and (iv) the covenants, events of default and other non-pricing provisions of the Refinancing Indebtedness shall be no less favorable to the Lenders than those contained in the Indebtedness being extended, renewed or refinanced; [[6410812]] --

----- (n) Indebtedness classified as Capital Lease Obligations incurred in connection with the purchase of inventory to be sold in the ordinary course of business; (o) Indebtedness of Non-U.S. Subsidiaries not exceeding \$300,000,000 in the aggregate at any time outstanding; (p) in addition to any of the foregoing, other unsecured Indebtedness; provided that at the time of the incurrence of any such Indebtedness and immediately after giving effect thereto and the application of the proceeds thereof, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (ii) either (A) the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00 or (B) the aggregate outstanding principal amount of Indebtedness incurred, created or assumed pursuant to this Section 6.01(p) at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00 does not exceed \$300,000,000 at any time (it being agreed that if such unsecured Indebtedness is being incurred to finance a Limited Condition Acquisition, then, at Terex's option, the conditions described in clauses (i) and (ii) may be satisfied on the date the definitive documentation with respect to such Limited Condition Acquisition is entered into); provided, that, for purposes of this Section 6.01(p), any Existing Notes outstanding as of the

date specified in Section 6.01(a)(ii) shall be deemed to have been incurred as of such date; (q) Guarantees of Indebtedness of Terex or any Restricted Subsidiary, which Indebtedness is otherwise permitted under this Section 6.01; provided that (x) if such Indebtedness is subordinated to the Obligations, such Guarantee shall be subordinated to the same extent and (y) no Guarantee by a Loan Party of Indebtedness of a non-Loan Party shall be permitted under this clause (q) other than Guarantees constituting investments permitted under Section 6.04 (other than 6.04(k)); and (r) Indebtedness of Terex or any Restricted Subsidiary in respect of netting, overdraft protection and other arrangements incurred in connection with ordinary course cash pooling arrangements. SECTION 6.02. Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person, including any Restricted Subsidiary) now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except: (a) Liens on property or assets of any Borrower and its Restricted Subsidiaries existing on the Restatement Effective Date and set forth in Schedule 6.02; provided that such Liens shall secure only those obligations which they secure on the Restatement Effective Date; (b) any Lien created under the Loan Documents; (c) any Lien existing on any property or asset prior to the acquisition thereof by any Borrower or any Restricted Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition, (ii) such Lien does not apply to any other property or assets of any Borrower or any Restricted Subsidiary and (iii) such Lien does not (A) materially interfere with the use, occupancy and operation of any Mortgaged Property, [[6410812]] -----
----- (B) materially reduce the fair market value of such Mortgaged Property but for such Lien or (C) result in any material increase in the cost of operating, occupying or owning or leasing such Mortgaged Property; (d) Liens for taxes not yet due or which are being contested in compliance with Section 5.03; (e) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlord's or other like Liens arising in the ordinary course of business and securing obligations that are not due and payable or which are being contested in compliance with Section 5.03; (f) pledges and deposits made in the ordinary course of business in compliance with workmen's compensation, unemployment insurance and other social security laws or regulations; (g) (i) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business and (ii) Liens on the receivables of any Non-U.S. Subsidiary to secure Indebtedness of such Non-U.S. Subsidiary in respect of performance bonds and similar obligations in an aggregate principal amount not to exceed the foreign currency equivalent of \$10,000,000 at any one time outstanding; (h) zoning restrictions, easements, rights-of-way, restrictions on use of real property and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of any Borrower or any of its Restricted Subsidiaries; (i) purchase money security interests in real property, improvements thereto or equipment hereafter acquired (or, in the case of improvements, constructed) by any Borrower or any Restricted Subsidiary or in respect of Capital Lease Obligations; provided that (i) such security interests secure Indebtedness permitted by Section 6.01(k), (ii) such security interests are incurred, and the Indebtedness secured thereby is created, within 90 days after such acquisition (or construction), (iii) the Indebtedness secured thereby does not exceed 100% of the lesser of the cost or the fair market value of such real property, improvements or equipment at the time of such acquisition (or construction) and (iv) such security interests do not apply to any other property or assets of any Borrower or any Restricted Subsidiary; (j) Liens arising from the rendering of a final judgment or order that does not give rise to an Event of Default; (k) Liens securing Acquired Indebtedness; provided that (i) such Indebtedness was secured by such Liens at the time of the relevant Permitted Acquisition and such Liens were not incurred in contemplation thereof and (ii) such Liens do not extend to (x) any property of Terex or the Restricted Subsidiaries (other than the

Acquired Person) or (y) to any property of [[6410812]] -----

the Acquired Person other than the property securing such Liens on the date of the relevant Permitted Acquisition; (l) Liens securing Refinancing Indebtedness, to the extent that the Indebtedness being refinanced was originally secured in accordance with this Section 6.02; provided that such Lien does not apply to any additional property or assets of Terex or any Restricted Subsidiary; (m) Liens in favor of any Loan Party; (n) Liens on Program Receivables purported to be sold by Terex or any Restricted Subsidiary in connection with any Receivables Program or other Limited Recourse Receivables Financing; (o) Liens on property and assets of the Non-U.S. Subsidiaries that are not Loan Parties to secure Indebtedness of such Non-U.S. Subsidiaries incurred under Section 6.01(o); (p) Liens provided for by one of the following transactions if the transaction does not, in substance, secure payment or performance of an obligation: (i) a transfer of an account or chattel paper, (ii) a commercial consignment or (iii) a PPS lease (each as defined in the PPSA); (q) Liens on deposits, bank accounts and/or receivables forming part of an arrangement permitted pursuant to Section 6.01(r), to the extent securing claims arising in the context of such arrangement; (r) Liens arising under conditional sale or other title retention arrangement or arrangements having similar effect in respect of goods supplied to any Borrower or any of its Restricted Subsidiaries in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Borrower or any of its Restricted Subsidiaries; and (s) other Liens securing the payment of obligations, the aggregate amount of which does not exceed \$10,000,000 at any time outstanding.

SECTION 6.03. Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (a "Sale and Leaseback"); provided that any Borrower or any Restricted Subsidiary may enter into any such transaction to the extent that any lease obligations and Liens associated therewith would not be prohibited under this Agreement.

SECTION 6.04. Investments, Loans and Advances. Purchase, hold or acquire any Equity Interests, evidences of indebtedness or other securities of, make or permit to [[6410812]] ----- exist any loans or advances to, or make or permit to exist any investment or any other interest in, any other person, except: (a) investments by Terex and its Restricted Subsidiaries (i) existing on the Restatement Effective Date in the Equity Interests of the Subsidiaries, (ii) existing on the Restatement Effective Date and set forth on Schedule 6.04 and (iii) made after the Restatement Effective Date in the Equity Interests of the Subsidiary Guarantors; (b) Permitted Investments; (c) investments in JV Finco not exceeding \$25,000,000 at any time outstanding; (d) Terex or any Restricted Subsidiary may make any Permitted Acquisition; provided that Terex or, if such Restricted Subsidiary is a Subsidiary Guarantor, such Subsidiary Guarantor complies, and causes any acquired entity to comply, with the applicable provisions of Section 5.11 and the Security Documents with respect to the person or assets so acquired; (e) the Borrowers and their respective Restricted Subsidiaries may make loans and advances to employees for moving, entertainment, travel and other similar expenses in the ordinary course of business; (f) Consolidated Capital Expenditures; (g) cash collateral provided to the Collateral Agent pursuant to the Loan Documents; (h) promissory notes or other investments received as consideration, or retained, in connection with sales or other dispositions of assets, including any Asset Sale permitted pursuant to Section 6.05; (i) provided that (a) no Default or Event of Default shall have occurred and be continuing at the time of such payment or after giving effect thereto, and (b) the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00, (A) the purchase by Terex of shares of its common stock (for not more than fair market value) in connection with the delivery of such stock to grantees under any stock option plan (upon the exercise by such grantees of their stock options) or any other deferred compensation plan, any retirement plan, stock purchase plan or other employee benefit plan of Terex approved by its board of directors and (B) the repurchase of

shares of, or options to purchase shares of, common stock of Terex or any of its Subsidiaries from employees, former employees, directors or former directors of Terex or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors) pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by its board of directors under which such individuals purchase or sell or are granted the option to purchase or sell, such common stock; (j) accounts receivable arising in the ordinary course of business from the sale of inventory; [[6410812]]

----- (k) Guarantees constituting Indebtedness permitted by Section 6.01; (l) investments in joint ventures in Related Businesses, investments in non-Loan Party Subsidiaries and investments in Unrestricted Subsidiaries (including JV Finco); provided that at the time of such investment and immediately after giving effect thereto, (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (B) either (x) the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00 or (y) the aggregate amount of all investments made pursuant to this Section 6.04(l) at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00 does not exceed \$100,000,000 at any time; (m) intercompany loans and advances constituting Indebtedness permitted by Section 6.01(f); (n) provided that no Default or Event of Default shall have occurred and be continuing or would result therefrom, investments made by Terex or any Restricted Subsidiary to the extent the consideration paid by Terex or such Restricted Subsidiary for such investment consists of equity of Terex; (o) other investments in an aggregate amount (without giving effect to any write down or write off thereof) not exceeding \$400,000,000 at any time outstanding; (p) investments in Finsub arising as a result of (i) the sale or contribution of Program Receivables to Finsub or (ii) the initial capitalization of Finsub; (q) Hedging Agreements to the extent permitted by Section 6.01(e); (r) investments by Terex or any Restricted Subsidiary consisting of purchase money loans or lease or other financing (and related activities) to customers of Terex, any Restricted Subsidiary or any entity in which Terex or a Restricted Subsidiary owns directly or indirectly an Equity Interest (a "Joint Venture") to finance the acquisition or lease by such customers of (i) equipment manufactured or sold by Terex, any Restricted Subsidiary or a Joint Venture, in each case in the ordinary course of business, and (ii) equipment purchased by Terex or any Restricted Subsidiary from other manufacturers or other persons in connection with a transaction in which Terex or any Restricted Subsidiary finances the acquisition or lease of such equipment by the customers of Terex, any Restricted Subsidiary or a Joint Venture (collectively, "Equipment Loans"); provided that, at the time of any such investment and immediately after giving effect thereto, (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (B) either (x) the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00 or (y) the aggregate principal amount (including as principal the aggregate amount of lease payments remaining in all such leases that are not in the nature of finance charges) of all investments made pursuant to this Section 6.04(r) at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00 does not exceed \$1,250,000,000 at any time; and (s) investments to fund supplemental executive retirement plan obligations in an aggregate amount not to exceed \$50,000,000 during the term of this Agreement.

[[6410812]] ----- SECTION 6.05. Mergers, Consolidations, Sales of Assets and Acquisitions. (a) Merge into or consolidate with any other person, or permit any other person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of the assets of Terex and the Restricted Subsidiaries (whether now owned or hereafter acquired) or less than all the Equity Interests of any Loan Party, or purchase, lease or otherwise acquire (in one transaction or a series of transactions) all or substantially all of the assets of any other person, except that: (i) any Borrower and any Restricted Subsidiary may purchase and sell inventory in the ordinary course of business; (ii) (A) any Restricted Subsidiary may sell Program Receivables to Terex and (B) Terex and any Restricted Subsidiary may sell Program Receivables to Finsub pursuant to the

Receivables Program or to any other Person pursuant to a Limited Recourse Receivables Financing; (iii) if at the time thereof and immediately after giving effect thereto no Event of Default or Default shall have occurred and be continuing: (A) any wholly owned Subsidiary (other than Finsub) may merge into Terex in a transaction in which Terex is the surviving corporation; (B) any wholly owned Restricted Subsidiary may merge into or consolidate with any other wholly owned Subsidiary in a transaction in which the surviving entity is a wholly owned Restricted Subsidiary and no person other than Terex or a wholly owned Restricted Subsidiary receives any consideration; provided that (x) if any Borrower is a party to such merger or consolidation, such Borrower shall be the surviving corporation and such Borrower's jurisdiction of organization shall remain the same as immediately prior to such merger or consolidation, and (y) if either of the wholly owned Subsidiaries party to such merger or consolidation is a Subsidiary Guarantor, then the surviving entity shall be or become a Subsidiary Guarantor; (C) in connection with any Permitted Acquisition pursuant to Section 6.04(d), Terex or any wholly owned Subsidiary may acquire or merge into or consolidate with any entity acquired pursuant to such Permitted Acquisition in a transaction in which the surviving entity is Terex or a wholly owned Subsidiary; provided that, (x) if any Borrower is a party to such merger or consolidation, such Borrower shall be the surviving corporation and such Borrower's jurisdiction of organization shall remain the same as immediately prior to such merger or consolidation, and (y) if any wholly owned Restricted Subsidiary that is a Subsidiary Guarantor merges into or consolidates with any entity acquired pursuant to such Permitted Acquisition, then the surviving entity shall be or become a Subsidiary Guarantor; (D) Terex or any Subsidiary may transfer Equity Interests of, or assets of, a U.S. Subsidiary to Terex or any wholly owned U.S. Subsidiary where no [[6410812]] ----- person other than Terex or a wholly owned Subsidiary receives any consideration; provided that, if (x) such Equity Interests or such assets being transferred are Equity Interests of, or assets of, a Subsidiary Guarantor, then the recipient thereof shall be or become a Subsidiary Guarantor, and (y) if the transferor of such Equity Interests or such assets is a Subsidiary Guarantor, then the recipient thereof shall be or become a Subsidiary Guarantor; (E) Terex or any Subsidiary may transfer Equity Interests of a Non-U.S. Subsidiary (other than a Material First Tier Non-U.S. Subsidiary) to any other Non-U.S. Subsidiary where no person other than Terex or a wholly owned Restricted Subsidiary receives any consideration; (F) any Subsidiary (other than a Subsidiary Guarantor or a Borrower) may liquidate or dissolve if Terex determines in good faith that such liquidation or dissolution is in the best interests of Terex and the Subsidiaries and is not materially disadvantageous to the Lenders; and (G) Terex or any Subsidiary may transfer Equity Interests of, or assets of, a Material First Tier Non-U.S. Subsidiary to any other Material First Tier Non-U.S. Subsidiary where no person other than Terex or a wholly owned Subsidiary receives any consideration; provided that in the case of a transfer of Equity Interests, such transfer is subject to the pledge of 65% of the voting Equity Interests and 100% of the non-voting Equity Interests thereof to the Collateral Agent; provided, however, that any merger, consolidation or transfer of assets by or between Terex or a Restricted Subsidiary, on the one hand, and an Unrestricted Subsidiary, on the other hand, shall be subject to the limitation set forth in Section 6.04(l). (b) Engage in any Asset Sale not otherwise prohibited by Section 6.05(a) unless all of the following conditions are met: (i) the consideration received is at least equal to the fair market value of such assets; (ii) at least 75% of the consideration received is cash; (iii) the Net Cash Proceeds of such Asset Sale are applied as required by Section 2.13(b); and (iv) no Default or Event of Default shall result from such Asset Sale. SECTION 6.06. Dividends and Distributions; Restrictions on Ability of Restricted Subsidiaries to Pay Dividends. (a) Declare or pay, directly or indirectly, any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests or directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Restricted Subsidiary to purchase or acquire) any of its Equity Interests or set aside any amount for any such purpose; provided, however, that (i) any Restricted Subsidiary may declare and

pay dividends or make other distributions ratably to its equity holders, (ii) Terex may at any time pay dividends with respect to Equity Interests solely in additional shares of its Equity Interests and (iii) Terex may pay dividends on, and redeem and repurchase its Equity Interests, provided that, in the case of this clause (iii), at the time of such dividend, redemption or repurchase and immediately after giving effect thereto, (A) no Default or Event of Default has [[6410812]] ----- occurred and is continuing or would arise as a result thereof, and (B) the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00. Notwithstanding the foregoing, Terex may (1) repurchase Equity Interests in accordance with Section 6.04(i) or with the net proceeds of a substantially concurrent issuance of Qualified Equity Interests and (2) pay dividends on, and repurchase, Equity Interests for any other reason in an aggregate amount not to exceed \$100,000,000 during any year. (b) Permit its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any such Restricted Subsidiary to (i) pay any dividends or make any other distributions on its Equity Interests or any other interest or (ii) make or repay any loans or advances to Terex or the parent of such Restricted Subsidiary, other than any encumbrance or restriction imposed by law or any Loan Document.

SECTION 6.07. Transactions with Affiliates. Sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates other than (a) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to such Borrower or such Restricted Subsidiary than could be obtained on an arm's-length basis from unrelated third parties; provided that such restriction shall not apply to (i) any transaction between or among Loan Parties or (ii) any transaction between Terex or any Restricted Subsidiary and Finsub pursuant to the Receivables Program, and (b) to the extent constituting transactions with Affiliates that would otherwise be prohibited under this Section 6.07, transactions permitted under Sections 6.01, 6.04, 6.05 and 6.06. **SECTION**

6.08. Business of Borrowers and Restricted Subsidiaries. Engage at any time in any business or business activity other than the Related Business; provided, however, that, notwithstanding the fact that Finsub is an Unrestricted Subsidiary, Terex shall not permit (a) Finsub to engage in any trade or business, or otherwise conduct any activity, other than the exercise of its rights and the performance of its obligations pursuant to the Receivables Program and other incidental activities and (b) the sum of (i) the aggregate amount advanced by all special purpose trusts, funding vehicles and other persons (other than Terex and the Restricted Subsidiaries) to Finsub in respect of the Trade Receivables and Equipment Receivables owned by Finsub at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00, plus (ii) the aggregate amount of any Limited Recourse Receivables Financings consummated at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00, to exceed \$2,000,000,000; provided that, at the time of any such advancements to Finsub or the consummation of any such Limited Recourse Receivables Financings, no Default or Event of Default shall have occurred and be continuing or would result therefrom. For avoidance of doubt, the aggregate amount advanced by all special purpose trusts, funding vehicles and other persons (other than Terex and the Restricted Subsidiaries) to Finsub in respect of the Trade Receivables and Equipment Receivables owned by Finsub at any time when the Consolidated Leverage Ratio is less than or equal to 3.75 to 1.00, plus (ii) the aggregate amount of any Limited Recourse Receivables Financings consummated at any time when the Consolidated Leverage Ratio is less than or equal to 3.75 to 1.00, is unlimited. [[6410812]] -----

----- **SECTION 6.09. Other Indebtedness and Agreements.** (a) Permit any waiver, supplement, modification, amendment, termination or release of any indenture, instrument or agreement pursuant to which any Indebtedness of any Borrower or any Restricted Subsidiary in an aggregate principal amount in excess of \$60,000,000 is outstanding if the effect of such waiver, supplement, modification, amendment, termination or release is to (i) increase the interest rate on such Indebtedness; (ii) accelerate the dates upon which payments of principal or interest are due on such Indebtedness; (iii) add or change any

event of default or add any material covenant with respect to such Indebtedness; (iv) change the prepayment provisions of such Indebtedness in any manner adverse to the Lenders; (v) change the subordination provisions thereof (or the subordination terms of any Guarantee thereof); or (vi) change or amend any other term if such change or amendment would materially increase the obligations of the obligor or confer additional material rights on the holder of such Indebtedness in a manner adverse to any Borrower, any Restricted Subsidiary, the Administrative Agent or the Lenders, provided that nothing herein shall prohibit any supplement, modification or amendment of any indenture, instrument or agreement solely in relation to, or solely for the purpose of, issuing or otherwise incurring new Indebtedness that is not prohibited hereunder. (b) Make any distribution, whether in cash, property, securities or a combination thereof, other than regular scheduled payments of principal and interest as and when due (to the extent not prohibited by applicable subordination provisions), in respect of, or pay, or directly or indirectly redeem, repurchase, retire or otherwise acquire for consideration, or set apart any sum for the aforesaid purposes, any Indebtedness for borrowed money (other than the Loans) of any Borrower or any Restricted Subsidiary or pay in cash any amount in respect of such Indebtedness that may at the obligor's option be paid in kind or in other securities, except that (i) Terex and its Restricted Subsidiaries shall be permitted to do any of the foregoing with the Net Cash Proceeds of any issuance of Equity Interests of Terex or Refinancing Indebtedness, (ii) Terex and its Restricted Subsidiaries shall be permitted to do any of the foregoing if all of the following conditions are satisfied: (x) at the time of such distribution or payment and after giving effect thereto, no Default or Event of Default has occurred and is continuing or would arise as a result thereof and (y) either (A) immediately after giving effect to such distribution or payment, the Consolidated Leverage Ratio shall be less than or equal to 3.75 to 1.00 or (B) the aggregate amount of all such distributions or payments made pursuant to this Section 6.09(b)(ii) at any time when the Consolidated Leverage Ratio exceeds 3.75 to 1.00 would not exceed \$200,000,000, (iii) Terex may at any time repay Indebtedness of any Borrower or any Restricted Subsidiary solely in Equity Interests of Terex, (iv) Terex may consummate the Existing Notes Refinancing, (v) at any time when there are no Term Loans outstanding hereunder, Terex may make offers to repurchase at par ("Asset Sale Repurchase Offers") the New Senior Notes in accordance with the New Senior Notes Indenture, and may repurchase such notes to the extent tendered in such Asset Sale Repurchase Offers, and (vi) in connection with any Asset Sale permitted by Section 6.05, the prepayment of any Indebtedness that is secured by a Lien on the assets subject to such Asset Sale shall be permitted. SECTION 6.10. Interest Coverage Ratio. If on the last day of any fiscal quarter of Terex (commencing with the first full fiscal quarter following the Restatement Effective Date), the sum of the Aggregate Revolving Credit Exposure and the Aggregate Contract Loan Exposure exceeds 30% of the Total Revolving Credit Commitments, permit the [[6410812]] -----
----- Interest Coverage Ratio for the period of four consecutive fiscal quarters of Terex, in each case taken as one accounting period, ending on such date to be less than 2.50 to 1.00. SECTION 6.11. Senior Secured Leverage Ratio. If on the last day of any fiscal quarter of Terex (commencing with the first full fiscal quarter following the Restatement Effective Date), the sum of the Aggregate Revolving Credit Exposure and the Aggregate Contract Loan Exposure exceeds 30% of the Total Revolving Credit Commitments, permit the Senior Secured Leverage Ratio as of such date to be greater than 2.75 to 1.00. SECTION 6.12. Fiscal Year. Permit the fiscal year of Terex to end on a day other than December 31. SECTION 6.13. Designation of Subsidiaries. (a) Terex may at any time designate any Restricted Subsidiary (other than any Borrower) as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (a) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing or would result from such designation and (b) immediately after giving effect to such designation and any investments made or Liens or Indebtedness incurred as a result thereof, Terex shall be in compliance on a pro forma basis with the covenants set forth in Sections 6.10 and 6.11 recomputed as of the last day of its

most recently ended fiscal quarter. Notwithstanding the foregoing, Terex may not designate a Restricted Subsidiary as an Unrestricted Subsidiary if, at the time of such designation (and, thereafter, any Unrestricted Subsidiary shall cease to be an Unrestricted Subsidiary automatically if) (i) such Restricted Subsidiary or any of its subsidiaries is a "restricted subsidiary" or a "guarantor" (or any similar designation) for any other Indebtedness of Terex or any Restricted Subsidiary in an aggregate principal amount exceeding \$60,000,000, (ii) such Restricted Subsidiary or any of its subsidiaries owns any Equity Interests or Indebtedness of, or holds any Lien on any property of, Terex or any Restricted Subsidiary, or (iii) such Restricted Subsidiary was previously designated as an Unrestricted Subsidiary and then redesignated as a Restricted Subsidiary. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an investment by the parent of such Subsidiary therein at the time of designation in an amount equal to the fair market value (as reasonably determined by Terex) of such parent's investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (A) the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time, (B) the making of an investment by such Subsidiary in any investments of such Subsidiary existing at such time, and (C) a return on the investment of the parent of such Subsidiary in such Subsidiary equal to the lesser of (I) the amount of such investment immediately prior to such designation and (II) the fair market value (as reasonably determined by Terex) of the net assets of such Subsidiary at the time of such designation. Prior to any designation made in accordance with this Section 6.13, Terex shall deliver to the Administrative Agent a certificate of a Financial Officer certifying that the designation satisfies the applicable conditions set forth in this Section 6.13. (b) Neither Terex nor any Restricted Subsidiary shall at any time (x) provide a Guarantee of any Indebtedness of any Unrestricted Subsidiary, (y) be directly or indirectly liable for any Indebtedness of any Unrestricted Subsidiary or (z) be directly or indirectly liable for any other Indebtedness which provides that the holder thereof may (upon notice, lapse of time or [[6410812]] -- ----- both) declare a default thereon (or cause such Indebtedness or the payment thereof to be accelerated, payable or subject to repurchase prior to its final scheduled maturity) upon the occurrence of a default with respect to any other Indebtedness that is Indebtedness of an Unrestricted Subsidiary, except in the case of clause (x) or (y) to the extent permitted under Section 6.01 and Section 6.04 hereof. (c) Terex shall not, and shall not permit any Restricted Subsidiary to, furnish any funds to or make any investment in any Unrestricted Subsidiary or any other person for purposes of enabling it to make any payment or distribution that could not be made by Terex or the Restricted Subsidiaries in accordance with the provisions of Section 6.06(a) or 6.09(b). ARTICLE VII Events of Default In case of the happening of any of the following events ("Events of Default"): (a) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings or issuances of Letters of Credit hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished; (b) default shall be made in the payment of any principal of any Loan or the reimbursement with respect to any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise; (c) default shall be made in the payment of any interest on any Loan or any Fee or L/C Disbursement or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of three Business Days after notice; (d) default shall be made in the due observance or performance by any Borrower or any Subsidiary of any covenant, condition or agreement contained in Section 5.01(a), 5.05 or 5.08 or in Article VI; provided that a default under Section 6.10 or 6.11 (a "Financial Covenant Default") shall not constitute an Event of Default with respect to any Term Loan unless and until the Required Revolving Credit Lenders shall

have accelerated the maturity of any Revolving Loan outstanding or terminated the Revolving Credit Commitments as a result thereof; (e) default shall be made in the due observance or performance by any Borrower or any Restricted Subsidiary of any covenant, condition or agreement contained in any Loan Document (other than those specified in (b), (c) or (d) above) and such default shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or any Lender to Terex; [[6410812]] -----

----- (f) any Borrower or any Restricted Subsidiary shall (i) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness in a principal amount in excess of \$60,000,000, when and as the same shall become due and payable, or (ii) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness if the effect of any failure referred to in this clause (ii) is to cause, or to permit the holder or holders of such Indebtedness or a trustee on its or their behalf (with or without the giving of notice, the lapse of time or both) to cause, such Indebtedness to become due prior to its stated maturity; provided, however, that upon the waiver of such payment default or other default under such other Indebtedness by the applicable holder or holders of such Indebtedness or a trustee on their behalf, the corresponding Event of Default under this paragraph (f) shall automatically cease to exist, unless the Commitments have been terminated or the maturity of the Loans has been accelerated; (g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of any Borrower or any Restricted Subsidiary, or of a substantial part of the property or assets of any Borrower or a Restricted Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or non-U.S. bankruptcy, insolvency, examinership, receivership, administration or similar law, (ii) the appointment of a receiver, trustee, examiner, administrator, custodian, sequestrator, conservator or similar official for any Borrower or any Restricted Subsidiary or for a substantial part of the property or assets of any Borrower or any Restricted Subsidiary or (iii) the winding-up or liquidation of any Borrower or any Restricted Subsidiary; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; (h) any Borrower or any Restricted Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or non-U.S. bankruptcy, insolvency, examinership, receivership, administration or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in (g) above, (iii) apply for or consent to the appointment of a receiver, administrator, examiner, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Restricted Subsidiary or for a substantial part of the property or assets of any Borrower or any Restricted Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing; (i) one or more judgments for the payment of money the aggregate amount which is not covered by insurance is in excess of \$60,000,000 shall be rendered against any Borrower, any Restricted Subsidiary or any combination thereof and the same shall remain undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of any Borrower or any Restricted Subsidiary to enforce any such judgment; [[6410812]] -----

(j) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other such ERISA Events, could reasonably be expected to result in liability of any Borrower and its ERISA Affiliates in an aggregate amount exceeding \$60,000,000; (k) any Guarantee under the Guarantee and Collateral Agreement for any reason shall cease to be in full force and effect (other than in accordance with its terms) or

any Guarantor shall deny in writing that it has any further liability under the Guarantee and Collateral Agreement (other than as a result of the discharge of such Guarantor in accordance with the terms of the Loan Documents); (l) any security interest purported to be created by any Security Document shall cease to be, or shall be asserted by any Borrower or any other Loan Party not to be, a valid, perfected, first priority (except as otherwise expressly provided in this Agreement or such Security Document) security interest in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from the failure of the Collateral Agent to maintain possession of certificates representing securities pledged under the Guarantee and Collateral Agreement and except to the extent that such loss is covered by a lender's title insurance policy and the related insurer promptly after such loss shall have acknowledged in writing that such loss is covered by such title insurance policy; or (m) there shall have occurred a Change in Control; then, and in every such event (other than an event with respect to any Borrower described in paragraph (g) or (h) above), and at any time thereafter during the continuance of such event, the Administrative Agent, with the consent of the Required Lenders (or, in the case of a Financial Covenant Default, the Required Revolving Credit Lenders), may, and at the request of the Required Lenders (or, in the case of a Financial Covenant Default, the Required Revolving Credit Lenders) shall, by notice to Terex, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding; and in any event with respect to any Borrower described in paragraph (g) or (h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding.

[[6410812]] ----- ARTICLE VIII The Administrative Agent and the Collateral Agent In order to expedite the transactions contemplated by this Agreement, Credit SuisseUBS AG, Cayman IslandsStamford Branch, is hereby appointed to act as Administrative Agent and Collateral Agent on behalf of the Lenders and the Issuing Banks (for purposes of this Article VIII, the Administrative Agent and the Collateral Agent are referred to collectively as the "Agents"). Each of the Lenders, the Issuing Banks, and each assignee of any such Lender or Issuing Bank, hereby irrevocably authorizes the Agents to take such actions on behalf of such Lender, Issuing Bank or assignee and to exercise such powers as are specifically delegated to the Agents by the terms and provisions hereof and of the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, the Agents are hereby expressly authorized to execute any and all documents (including releases) with respect to the Collateral and (i) the Program Receivables and (ii) assets (including loans, leases, chattel paper and other obligations) sold by Terex Financial Services in the ordinary course of its business and, in each case, the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Security Documents. Neither Agent shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) neither Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that such Agent

is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.08), and (c) except as expressly set forth in the Loan Documents, neither Agent shall have any duty to disclose, nor shall it be liable for the failure to disclose, any information relating to any Borrower or any of the Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent and/or Collateral Agent or any of its Affiliates in any capacity. Neither Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.08) or in the absence of its own gross negligence or wilful misconduct.

Neither Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Agent by Terex or a Lender, and neither Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Agent. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing [[6410812]] ----- believed by it to be genuine and to have been signed or sent by the proper person. Each Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. Each Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers by or through their respective directors, officers, employees, agents and advisors ("Related Parties"). The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent. Subject to the appointment and acceptance of a successor Agent as provided below, either Agent may resign at any time by notifying the Lenders, the Issuing Bank and Terex. Upon any such resignation, the Required Lenders shall have the right to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders and the Issuing Bank, appoint a successor Agent which shall be a bank with an office in New York, New York, having a combined capital and surplus of at least \$500,000,000 or an Affiliate of any such bank. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The fees payable by Terex to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between Terex and such successor. After an Agent's resignation hereunder, the provisions of this Article and Section 9.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while acting as Agent. With respect to the Loans made by it hereunder, each Agent in its individual capacity and not as Agent shall have the same rights and powers as any other Lender and may

exercise the same as though it were not an Agent, and the Agents and their Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any Borrower or any Subsidiary or other Affiliate thereof as if it were not an Agent. Each Lender agrees (a) to reimburse the Agents, on demand, in the amount of its pro rata share (based on the sum of its aggregate available Commitments and outstanding Loans hereunder) of any expenses incurred for the benefit of the Lenders by the Agents, including reasonable counsel fees and compensation of agents and employees paid for services rendered on behalf of the Lenders, that shall not have been reimbursed by any Borrower (and without limiting any such Borrower's obligation to do so) and (b) to indemnify and hold harmless each Agent and any of its directors, officers, employees or agents, on demand, in the amount of such pro rata share, from and against any and all liabilities, taxes, obligations, losses, damages, penalties, [[6410812]] ----- actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against it in its capacity as Agent or any of them in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted by it or any of them under this Agreement or any other Loan Document, to the extent the same shall not have been reimbursed by any Borrower or any other Loan Party (and without limiting any such Borrower's or any such Loan Party's obligation to do so); provided that no Lender shall be liable to an Agent or any such other indemnified person for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Agent or any of its directors, officers, employees or agents. Each Revolving Credit Lender agrees to reimburse each of the Issuing Banks and their directors, employees and agents, in each case, to the same extent and subject to the same limitations as provided above for the Agents. Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement or any other Loan Document, any related agreement or any document furnished hereunder or thereunder. Without limiting the foregoing, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Agents on behalf of the Secured Parties in accordance with the terms thereof. In the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition, any Lender may be the purchaser of any or all of such Collateral at any such sale or other disposition, and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent on behalf of the Secured Parties at such sale or other disposition. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the foregoing provisions. The provisions of this paragraph are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party. Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to

vote in respect of the claim of any Lender in such proceeding. If the Administrative Agent notifies a Lender, Issuing Bank or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party (any such [[6410812]] ----- Lender, Issuing Bank, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Bank, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, Issuing Bank or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this paragraph shall be conclusive, absent manifest error. If a Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary. Each Lender, Issuing Bank and Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Bank or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Bank or Secured Party from any source, against any amount due to the Administrative Agent under the immediately preceding paragraph or under the indemnification provisions of this Agreement. For so long as an Erroneous Payment (or portion thereof) has not been returned by any Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "Erroneous Payment Return Deficiency") to the Administrative Agent after demand therefor in accordance with the provisions of this Article VIII, (i) the Administrative Agent may elect, in its sole discretion on written notice to such Lender, Issuing Bank or Secured Party, that all rights and claims of such Lender, Issuing Bank or Secured Party with respect to the Loans or other Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "Corresponding Loan Amount") shall immediately vest in the Administrative Agent upon such election; after such election, the Administrative Agent (x) may reflect its ownership interest in Loans in a principal amount equal to the Corresponding Loan Amount in the Register, and (y) upon five Business Days' written notice to such Lender, Issuing Bank or Secured Party, may sell such Loan (or portion thereof) in respect of the Corresponding Loan Amount, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such Lender, Issuing Bank or [[6410812]] ----- Secured Party shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender, Issuing Bank or Secured Party (and/or against any Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the

Administrative Agent has sold such Loan, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such Lender, Issuing Bank or Secured Party with respect to the Erroneous Payment Return Deficiency (such rights, the "Erroneous Payment Subrogation Rights"). For the avoidance of doubt, no vesting or sale pursuant to the foregoing clause (i) will reduce the Commitments of any Lender or Issuing Bank and such Commitments shall remain available in accordance with the terms of this Agreement. The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from a Borrower or any other Loan Party for the purpose of making such Erroneous Payment. No Payment Recipient shall assert any right or claim to an Erroneous Payment, and each hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine. Each party's obligations, agreements and waivers under this Article VIII with respect to the making of any Erroneous Payment shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document. Notwithstanding any other provision of this Agreement or any provision of any other Loan Document, each of the Joint Bookrunners is named as such for recognition purposed only, and in their respective capacities as such shall have no duties, responsibilities or liabilities with respect to this Agreement or any other Loan Document; it being understood and agreed that each of the Joint Bookrunners shall be entitled to all indemnification and reimbursement rights in favor of the Agents provided herein and in the other Loan Documents. Without limitation of the foregoing, none of the Joint Bookrunners in their respective capacities as such shall, by reason of this Agreement or any other Loan Document, have any fiduciary relationship in respect of any Lender, Loan Party or any other person. [[6410812]] -----

----- ARTICLE IX Miscellaneous SECTION 9.01. Notices. Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows: (a) if to any Borrower, to it in care of Terex at 45 Glover Avenue, 4th Floor, Norwalk, CT 06850, Attention of General Counsel (Fax No. (203) 227-6379); (b) if to the Administrative Agent, to Credit Suisse AG, Cayman Islands Branch, Eleven Madison Avenue, New York, New York 10010, Attention of Loan Operations - Boutique Management (Fax No. (212) 325-8315) (Email list.ops-collateral@credit-suisse.com); (c) if to a Lender, to it at its address (or fax number) set forth on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Lender shall have become a party hereto; and (d) if to any Issuing Bank, to it at its address provided in writing to the Administrative Agent and the Borrowers. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by fax or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01. As agreed to among the Borrowers, the Administrative Agent and the applicable Lenders from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person for such purpose. Each Borrower hereby agrees, unless directed otherwise by the Administrative Agent, that it will, or will cause the Subsidiaries to, provide to the Administrative Agent all information, documents and other

materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents or to the Lenders under Article V, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (a) is or relates to a Borrowing Request, a notice pursuant to Section 2.10 or a notice requesting the issuance, amendment, extension or renewal of a Letter of Credit pursuant to Section 2.23, (b) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (c) provides notice of any Default or Event of Default under this Agreement or any other Loan Document or (d) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder (all such non-excluded communications being referred to herein collectively as "Communications"), by transmitting the Communications in an electronic/soft medium that is properly identified in a format acceptable [[6410812]] ----- to the Administrative Agent to an electronic mail address as directed by the Administrative Agent. Each Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders and the Issuing Banks materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on SyndTrak, Intralinks or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to Terex or its securities) (each, a "Public Lender"). Each Borrower hereby agrees that (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Terex or its securities for purposes of foreign, United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.17); (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor"; and (iv) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor". Notwithstanding the foregoing, the following Borrower Materials shall be marked "PUBLIC", unless Terex notifies the Administrative Agent reasonably in advance of the intended distribution that any such document contains material non-public information: (A) the Loan Documents and (B) notification of changes in the terms of the credit facilities provided for herein. Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including foreign, United States Federal and state securities laws, to make reference to Communications that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to Terex or its securities for purposes of foreign, United States Federal or state securities laws. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL

THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY [[6410812]] -----

----- LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET. The Administrative Agent agrees that the receipt of the Communications by it at its e-mail address set forth above shall constitute effective delivery of the Communications to it for purposes of the Loan Documents. Each Lender agrees that receipt of notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document. SECTION 9.02. Survival of Agreement. All covenants, agreements, representations and warranties made by any Borrower herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and the Issuing Banks and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Banks, regardless of any investigation made by the Lenders or the Issuing Banks or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any Fee or any other amount payable under this Agreement or any other Loan Document or the Additional L/C Facility is outstanding and unpaid or any Letter of Credit or Additional Letter of Credit is outstanding and unpaid and so long as the Commitments have not been terminated. The provisions of Sections 2.14, 2.16, 2.20, 2.31, 2.32 and 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the expiration of any Letter of Credit, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent, any Lender or any Issuing Bank. SECTION 9.03. Binding Effect. This Agreement shall become effective in accordance with the terms set forth in the Restatement Agreement. SECTION 9.04. Successors and Assigns. (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrowers, the Administrative Agent, the Issuing Banks or the Lenders that are [[6410812]] -----

----- contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns. (b) Each Lender may assign to one or more assignees (other than any Ineligible Assignee) all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided, however, that (i) except in the case of an assignment to a Lender or the Agents or an Affiliate of such Lender or the Agents or an Approved Fund (unless the proposed assignment is of a Revolving Credit Commitment), (x) Terex (unless an Event of Default shall have occurred and be continuing) and the Administrative Agent (and, in the case of any assignment of a Revolving Credit Commitment, the Issuing Banks and the applicable Swingline Lender) must give their prior written consent to such assignment (which consent shall not be unreasonably withheld, delayed or conditioned (it being understood and agreed that Terex's withholding of consent to any assignment to a competitor of Terex or any Restricted Subsidiary shall not be considered to be unreasonably withheld, and that

Terex shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof)) and (y) the amount of the Commitment or Loans, as applicable, of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 without the prior written consent of the Administrative Agent (or, if less, the entire remaining amount of such Lender's Commitment or Loans, as applicable); provided that contemporaneous assignments by or to two or more Approved Funds shall be aggregated for purposes of determining such minimum amount, (ii) the parties to each such assignment shall electronically execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent an Assignment and Acceptance), together with a processing and recordation fee of \$3,500 (which fee may be waived or reduced at the sole discretion of the Administrative Agent), and (iii) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and all applicable tax forms. For purposes of this Section 9.04(b), the term "Approved Fund" shall mean, with respect to any Lender that is a fund or other entity that invests in bank loans, any other fund or other entity that invests in bank loans which is managed or advised by the same investment advisor/manager as such Lender or by an Affiliate of such investment advisor/manager. Upon acceptance and recording pursuant to paragraph (e) of this Section 9.04, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least five Business Days after the execution thereof (or such earlier date to which the Administrative Agent may agree in its sole discretion),

(A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.16, 2.20, 2.31, 2.32 and 9.05, as well as to any Fees accrued for its account and not yet paid). [[6410812]] -----

----- (c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim, (ii) except as set forth in (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of any Borrower or any Subsidiary or the performance or observance by any Borrower or any Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is not an Ineligible Assignee and that it is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee represents and warrants that it is not the subject of any Sanctions; (v) such assignee confirms that it has received a copy of this Agreement, together with copies of the most recent financial statements referred to in Section 3.05 or delivered pursuant to Section 5.04 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (vi) such assignee will independently and without reliance upon the Administrative Agent, the Collateral Agent, such assigning Lender or any other Lender and based on such documents and information

as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vii) such assignee appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent and the Collateral Agent, respectively, by the terms hereof, together with such powers as are reasonably incidental thereto; and (viii) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender. (d) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error and the Borrowers, the Administrative Agent, the Issuing Banks, the Collateral Agent and the Lenders may treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, any Issuing Bank, the Collateral Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice. (e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above and, if required, the written consent of Terex, the applicable Swingline Lender, the Issuing Banks and the Administrative Agent to such assignment and any applicable tax forms, the Administrative Agent shall accept such [[6410812]] -----

----- Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective unless it has been recorded in the Register as provided in this paragraph (e). (f) (i) Each Lender may without the consent of any Borrower, any Swingline Lender, any Issuing Bank or the Administrative Agent sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.14, 2.16, 2.20, 2.31 and 2.32 to the same extent as if they were Lenders (but, with respect to any particular participant, to no greater extent than the Lender that sold the participation to such participant, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation) and (iv) the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrowers relating to the Loans or L/C Disbursements and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers decreasing any fees payable to such participating bank or person hereunder or the amount of principal of or the rate at which interest is payable on the Loans in which such participant bank or person has an interest, extending any scheduled principal payment date or date fixed for the payment of interest on the Loans in which such participant bank or person has an interest, releasing any Guarantor (other than in connection with the sale of such Guarantor in a transaction permitted by Section 6.05) or all or substantially all of the Collateral or increasing or extending the Commitments). (ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated

interest) of each participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"), which entries shall be conclusive absent manifest error; provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. (g) Any Lender or participant may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.04, disclose to the assignee or participant or proposed assignee or participant any information relating to any Borrower furnished to such Lender by or on behalf of any Borrower; provided that, prior to any such disclosure of Information (as defined in Section 9.17) which Information is confidential pursuant to Section 9.17, each such assignee or participant or proposed assignee or participant [[6410812]] ----- shall execute an agreement whereby such assignee or participant shall agree (subject to customary exceptions) to preserve the confidentiality of such confidential information on terms no less restrictive than those applicable to the Lenders pursuant to Section 9.17. (h) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central banking authority, provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. (i) No Borrower shall assign or delegate any of its rights or duties hereunder without the prior written consent of the Administrative Agent, each Issuing Bank and each Lender, and any attempted assignment without such consent shall be null and void. (j) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPC"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrowers, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04, (i) any SPC may (x) with notice to, but without the prior written consent of, the Borrowers and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (y) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC, and (ii) the protections afforded to any SPC pursuant to the provisions of this Section 9.04(j) may not be amended or modified without the written consent of such SPC. (k) In the event that

(i) any Revolving Credit Lender shall become a Defaulting Lender or (ii) S&P, Moody's and Thompson's BankWatch (or Insurance Watch Ratings Service, in the case of Lenders that are insurance companies (or Best's Insurance Reports, if such insurance company is not rated by Insurance Watch Ratings Service)) shall, after [[6410812]] ----- the date that any Lender becomes a Revolving Credit Lender, downgrade the long-term certificate deposit ratings of such Lender, and the resulting ratings shall be below BBB-, Baa3 and C (or BB, in the case of a Lender that is an insurance company (or B, in the case of an insurance company not rated by Insurance Watch Ratings Service)) (or, with respect to any Revolving Credit Lender that is not rated by any such ratings service or provider, any Issuing Bank shall have reasonably determined that there has occurred a material adverse change in the financial condition of any such Revolving Credit Lender, or a material impairment of the ability of any such Lender to perform its obligations hereunder, as compared to such condition or ability as of the date that any such Lender became a Revolving Credit Lender), then each Issuing Bank shall have the right, but not the obligation, at its own expense, upon notice to such Lender and the Administrative Agent, to replace (or to request Terex to use its reasonable efforts to replace) such Lender with an assignee (in accordance with and subject to the restrictions contained in paragraph (b) above), and such Lender hereby agrees to transfer and assign without recourse (in accordance with and subject to the restrictions contained in paragraph (b) above) all its interests, rights and obligations in respect of its Revolving Credit Commitment to such assignee; provided, however, that (i) no such assignment shall conflict with any law, rule and regulation or order of any Governmental Authority and (ii) the applicable Issuing Bank or such assignee, as the case may be, shall pay to such Lender in immediately available funds on the date of such assignment the principal of and interest accrued to the date of payment on the Loans made by such Lender hereunder and all other amounts accrued for such Lender's account or owed to it hereunder. (I) Notwithstanding anything to the contrary contained in this Agreement, (i) any Lender may, at any time, assign all or any portion of its Term Loans to Terex or the applicable Borrower, and (ii) Terex or the applicable Borrower may, from time to time, purchase Term Loans, in each case, on a non-pro rata basis through (x) Dutch auction procedures open to all Lenders of the applicable Class on a pro rata basis in accordance with customary procedures to be agreed between Terex and the Administrative Agent or (y) open market purchases; provided that in connection with any assignment and purchase pursuant to this Section 9.04(I): (A) no Event of Default shall have occurred and be continuing at the time of such assignment or shall result therefrom; (B) any Term Loans purchased by a Borrower shall, without further action by any person, be deemed canceled and no longer outstanding (and may not be resold) for all purposes of this Agreement and all other Loan Documents, including, but not limited to (i) the making of, or the application of, any payments to the Lenders under this Agreement or any other Loan Document, (ii) the making of any request, demand, authorization, direction, notice, consent or waiver under this Agreement or any other Loan Document or (iii) any determination of the Required Lenders (it being understood and agreed that (x) any gains or losses by Terex upon any such purchase and cancelation of Term Loans shall not be taken into account in the calculation of Excess Cash Flow, Consolidated Net Income and Consolidated EBITDA and (y) any such purchase of Loans pursuant to this Section 9.04(I) shall not constitute a Voluntary Prepayment of Loans for purposes of this Agreement but, if made pursuant to Dutch auction procedures as described [[6410812]] ----- above, shall reduce the remaining scheduled amortization payments for the Term Loans of such Class pursuant to Section 2.11(a) ratably); (C) the purchasing Borrower shall not have any material non-public information that either (i) has not been disclosed in writing to the assigning Lender (other than any such Lender that does not wish to receive material non-public information) on or prior to the date of any assignment to the purchasing Borrower or initiation of a Dutch auction by the purchasing Borrower or (ii) if not disclosed to such Lender, could reasonably be expected to have a material effect upon, or otherwise be material to, (x) such Lender's decision to make such assignment or (y) the market

price of the Term Loans, in each case except to the extent that such Lender has entered into a customary "big boy" letter with the purchasing Borrower; (D) the assigning Lender and the purchasing Borrower shall execute and deliver to the Administrative Agent a Borrower Purchase Assignment and Acceptance in lieu of an Assignment and Acceptance; and (E) no proceeds from Revolving Loans or Contract Loans shall be used to fund any such purchase of Term Loans. In connection with any Term Loans purchased and canceled pursuant to this Section 9.04(l), the Administrative Agent is authorized to make appropriate entries in the Register to reflect any such cancellation. (m) The parties acknowledge and agree that (i) where this Agreement (including the Schedules and Exhibits thereto) or any Assignment and Acceptance would otherwise operate as an assignment of a debt due from the Australian Borrower, there shall not be an assignment of such debt; (ii) the transaction shall for all purposes take effect as a loan under this Agreement to the Australian Borrower made by the Lender which, but for this clause, would have been an assignee of such debt ("Incoming Lender") of an amount equal to the outstanding debt which would, but for this clause, have been assigned; (iii) the Australian Borrower shall for all purposes be treated by the parties hereto as having directed the Incoming Lender to pay the amount of that loan to the Lender, which but for this clause, would have been the assignor of such debt; (iv) all references in this Agreement (including the Schedules and Exhibits hereto) and any Assignment and Acceptance will be construed accordingly; and (v) to the extent that the assignment also operates to assign any rights or interests which are not a debt due from the Australian Borrower, the assignment shall, to that extent, take effect in accordance with its terms.

SECTION 9.05. Expenses; Indemnity. (a) Terex agrees to pay all (i) reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent and each Affiliate of the foregoing persons in connection with the syndication of the credit facilities provided for herein and the preparation and administration of this Agreement and the other Loan Documents or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby or thereby contemplated shall be consummated), including the reasonable and [[6410812]] ----- documented fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent and the Collateral Agent, and a firm of local counsel in each relevant jurisdiction (and, if reasonably necessary, one special counsel) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Joint Bookrunners, the Administrative Agent, the Collateral Agent, the Issuing Banks, the Swingline Lenders or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents or in connection with the Loans made or Letters of Credit issued hereunder, as applicable, including the reasonable and documented fees, charges and disbursements of one firm of counsel and one firm of local counsel in each relevant jurisdiction for such parties taken as a whole (and, in the case of an actual or reasonably perceived conflict of interest, one additional counsel and one additional local counsel in each relevant jurisdiction for all such affected parties (so long as such shared representation is consistent with and permitted by professional responsibility rules)). (b) Terex agrees to indemnify the Joint Bookrunners, the Administrative Agent, the Collateral Agent, each Lender (including the Swingline Lenders), each Issuing Bank, each Affiliate of any of the foregoing persons and each of their respective directors, officers, employees, agents, trustees, members, partners and advisors (each such person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of one firm of counsel and one firm of local counsel in each relevant jurisdiction (and, if reasonably necessary, one special counsel) for each of the Joint Bookrunners, the Administrative Agent and the Collateral Agent, and one firm of counsel and one firm of local counsel in each relevant jurisdiction (and, if reasonably necessary, one special counsel) for all of the Lenders taken as a whole (and, solely in the case of an actual or reasonably perceived conflict of interest, one additional counsel for each affected Indemnitee) incurred by or asserted against any Indemnitee

arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby, (ii) the use of the proceeds of the Loans or issuance of Letters of Credit, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by a Borrower or any of their respective Affiliates or equityholders, or (iv) any actual or alleged presence, Release or threat of Release of Hazardous Materials on any Properties, or any Environmental Claim related in any way to any Borrower or the Subsidiaries; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) the gross negligence or wilful misconduct of such Indemnitee or (y) any dispute solely among Indemnities and not arising out of any act or omission of a Borrower or any of its Affiliates (other than any proceeding against any Indemnitee solely in its capacity or in fulfilling its role as Administrative Agent, Collateral Agent, Issuing Bank, Swingline Lender, Joint Bookrunner or any similar role with respect to the credit facilities provided for herein). No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby. [[6410812]] ----- This Section 9.05(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. (c) To the extent permitted by applicable law, no Borrower shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof. (d) The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the expiration of any Letter of Credit, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent, any Lender or an Issuing Bank. All amounts due under this Section 9.05 shall be payable on written demand therefor. SECTION 9.06. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, except to the extent prohibited by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of any Borrower against any of and all the obligations of such Borrower now or hereafter existing under this Agreement and other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.28 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender and Issuing Bank agrees to notify Terex and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such

notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 9.06 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.07. Applicable Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH LETTER OF CREDIT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OR RULES DESIGNATED IN SUCH LETTER OF CREDIT, OR IF NO SUCH LAWS OR RULES ARE DESIGNATED, THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS MOST RECENTLY PUBLISHED AND IN EFFECT, ON [[6410812]]

----- THE DATE SUCH LETTER OF CREDIT WAS ISSUED, BY THE INTERNATIONAL CHAMBER OF COMMERCE (THE "UNIFORM CUSTOMS") AND, AS TO MATTERS NOT GOVERNED BY THE UNIFORM CUSTOMS, THE LAWS OF THE STATE OF NEW YORK. SECTION 9.08.

Waivers; Amendment. (a) No failure or delay of the Administrative Agent, the Collateral Agent, any Lender or an Issuing Bank in exercising any power or right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not

exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No

notice or demand on any Borrower in any case shall entitle such Borrower to any other or further notice or demand in similar or other circumstances. (b) Except as expressly provided by Section 2.27 or 2.30 or in the other paragraphs of this Section 9.08, and subject to Section 9.19, neither this Agreement nor any other Loan

Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders (or, in the case of (i) the Financial Covenants and any related provisions hereof (solely as they relate to the Financial Covenants),

(ii) amendments or modifications to the definition of "Required Revolving Credit Lenders" or (iii) waivers of any condition precedent to any Revolving Borrowing set forth in Section 4.02, the Required Revolving Credit Lenders); provided, however, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the payment of any interest on any Loan or any date for reimbursement of an L/C Disbursement, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan or L/C Disbursement, without the prior written consent of each

Lender affected thereby, (ii) increase or extend the Commitment or decrease or extend the date for payment of any Fees or any other amount due and payable hereunder to any Lender without the prior written consent of such Lender, (iii) subject to Sections 2.30 and 9.04(I), amend or modify the pro rata requirements of Section 2.17, the sharing provisions of Section 2.18, the provisions of Section 9.04(i), the provisions of this Section

9.08, or release Terex as a Guarantor, all or substantially all of the value of the Guarantees or all or substantially all of the Collateral, without the prior written consent of each Lender, (iv) change the provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of one Class differently from the rights of Lenders holding Loans of any other Class

without the prior written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each adversely affected Class, (v) modify the protections afforded to an SPC pursuant to the provisions of Section 9.04(j) without the written consent of such SPC, (vi) reduce the percentage contained in the definition of the term "Required Lenders", or impose additional material

restrictions on the ability of the Lenders to assign their rights and obligations under the Loan [[6410812]] -----

Documents, without the prior written consent of each Lender (it being understood that with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Term Loan Commitments and Revolving Credit Commitments on the date hereof), or (vii) change the currency in which any Commitment or Loan is denominated, without the prior written consent of each Lender of the affected Class; provided further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Collateral Agent, any Issuing Bank or any Swingline Lender hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Collateral Agent, such Issuing Bank or such Swingline Lender, as applicable. Notwithstanding the foregoing, with the consent of Terex, each applicable Borrower, each applicable Guarantor and the Accepting Lenders, this Agreement (including Section 2.17) may be amended to the extent expressly contemplated by Section 2.30. For the avoidance of doubt, but subject to Section 9.19, no Secured Party shall have any voting rights under this Agreement or any other Loan Document in its capacity as an Additional L/C Issuing Bank or Contract Loan Revolving Lender. (c) The Administrative Agent and the Borrowers may amend any Loan Document to correct administrative or manifest errors or omissions, or to effect administrative changes that are not adverse to any Lender; provided, however, that no such amendment shall become effective until the fifth Business Day after it has been posted to the Lenders, and then only if the Required Lenders have not objected in writing thereto within such five Business Day period.

SECTION 9.09. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or participation in any L/C Disbursement, together with all fees, charges and other amounts which are treated as interest on such Loan or participation in such L/C Disbursement under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan or participation in accordance with applicable law, the rate of interest payable in respect of such Loan or participation hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan or participation but were not payable as a result of the operation of this Section 9.09 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or participations or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.10. Entire Agreement. This Agreement and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto, the respective successors and assigns permitted hereunder and, to the extent expressly contemplated hereby, the Indemnitees (as [[6410812]] ----- defined in Section 9.05(b)) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO

(A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE

OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11. SECTION 9.12. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. SECTION 9.13. Counterparts; Electronic Signatures. Each Loan Document may be executed in counterparts (and by different parties thereto on different counterparts), including both paper and electronic counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to any Loan Document may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties represents and warrants to the other parties that it has the corporate or analogous capacity and authority to execute the Loan Documents to which it is a party through electronic means and there are no restrictions for doing so in that party's constitutive documents. SECTION 9.14. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement. SECTION 9.15. Jurisdiction; Consent to Service of Process. (a) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the [[6410812]] ----- exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined only in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Borrower or its properties in the courts of any jurisdiction. (b) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. (c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01; provided, however, that each Subsidiary Borrower hereby appoints Terex, 200 Nyala Farm Road, Westport, CT 06880 (Attention of General Counsel), as its agent for service of process. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law. SECTION 9.16. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent

that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given. (b) The obligations of each party in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, such party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Loan Parties contained in this Section 9.16 [[6410812]] ----- shall survive the termination of this Agreement and the payment of all other amounts owing hereunder. SECTION 9.17. Confidentiality. The Administrative Agent, the Collateral Agent, each Issuing Bank and each of the Lenders agrees to keep confidential (and to use its best efforts to cause its respective agents and representatives to keep confidential) the Information (as defined below) and all copies thereof, extracts therefrom and analyses or other materials based thereon, except that the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender shall be permitted to disclose Information (a) to such of its respective officers, directors, employees, agents, Affiliates and representatives, including accountants, legal counsel and other advisors, and numbering, administration and settlement service providers, as need to know such Information, (b) to the extent requested by any regulatory authority or self-regulatory body (which, for the avoidance of doubt, includes any Tax Authority) (provided such authority or body shall be advised of the confidential nature of the Information), (c) to the extent otherwise required by applicable laws and regulations or by any subpoena or similar legal process, (d) in connection with any suit, action or proceeding relating to the enforcement of its rights hereunder or under the other Loan Documents, (e) to any direct or indirect contractual counterparty in swap agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty (or its Affiliates) is not a competitor of Terex or any of its Subsidiaries and agrees to be bound by the provisions of this Section 9.17 or substantially similar confidentiality undertakings), (f) on a confidential basis to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facilities provided for herein, (g) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.17 or (ii) becomes available to the Administrative Agent, any Issuing Bank, any Lender or the Collateral Agent on a non-confidential basis from a source other than any Borrower or (h) to the extent such disclosure is permitted pursuant to, and made in accordance with the terms of, Section 9.04(g). For the purposes of this Section, "Information" shall mean all financial statements, certificates, reports, agreements and information (including all analyses, compilations and studies prepared by the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender based on any of the foregoing) that are received from any Borrower or any of its Subsidiaries and related to any Borrower or any of its Subsidiaries, any shareholder of any Borrower or any of its Subsidiaries or any employee, customer or supplier of any Borrower or any of its Subsidiaries, other than any of the foregoing that were available to the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender on a non-confidential basis prior to its disclosure thereto by any Borrower or any of its Subsidiaries, and which are in the case of Information provided after the Restatement Effective Date, either financial information or clearly identified at the time of delivery as confidential. The provisions of this Section 9.17 shall remain operative and in full force and effect regardless of the expiration and term of this Agreement.

SECTION 9.18. European Monetary Union. If, as a result of the implementation of European monetary union, (a) any currency ceases to be lawful currency of the nation issuing the same and is replaced by the Euro, then any amount payable hereunder by any party hereto in such currency shall instead be payable in Euro and the amount so payable shall be determined by translating the amount payable in such currency to Euro at the exchange rate recognized by the European Central Bank for the purpose of integrating such currency into [[6410812]] ----- the Euro, or (b) any currency and the Euro are at the same time recognized by the central bank or comparable authority of the nation issuing such currency as lawful currency of such nation, then (i) any Loan made at such time shall be made in Euro and (ii) any other amount payable by any party hereto in such currency shall be payable in such currency or in Euro (in an amount determined as set forth in clause (a)), at the election of the obligor. Prior to the occurrence of the event or events described in clause (a) or (b) of the preceding sentence, each amount payable hereunder in any currency will continue to be payable only in that currency. Each Borrower agrees, at the request of the Required Lenders, at the time of or at any time following the integration of any additional currency into the Euro, to enter into an agreement amending this Agreement in such manner as the Required Lenders shall reasonably request in order to avoid any unfair burden or disadvantage resulting therefrom and to place the parties hereto in the position they would have been in had such integration not occurred, the intent being that neither party will be adversely affected economically as a result of such integration and that reasonable provisions may be adopted to govern the borrowing, maintenance and repayment of Loans denominated in any Alternative Currency after the occurrence of the event or events described in clause (a) or (b) of the preceding sentence.

SECTION 9.19. Rights of Additional L/C Issuing Banks and Contract Loan Revolving Lenders. Without the consent of each Additional L/C Issuing Bank or each Revolving Credit Lender that has an outstanding Contract Loan Commitment or Contract Loan (each such Revolving Credit Lender, a "Contract Loan Revolving Lender"), the Borrowers and the Lenders shall not enter into, consent to or approve of any amendment, modification or waiver of any provision of this Agreement or any other Loan Document if, as a result of such amendment, waiver or modification, (a) any Additional L/C Issuing Bank or Contract Loan Revolving Lender, as applicable, would no longer be entitled to its ratable share in the benefits of the Collateral, (b) all or substantially all of the Collateral would be released or (c) all or substantially all of the value of the Guarantees under the Loan Documents would be released, and any such attempted amendment, modification or waiver shall be null and void. Each Additional L/C Issuing Bank and each Contract Loan Revolving Lender shall be entitled to enforce the provisions of this Section 9.19 and shall be deemed to have issued Additional Letters of Credit or made Contract Loans, as applicable, in reliance on this Section 9.19.

Notwithstanding the foregoing, for the avoidance of doubt, no Additional L/C Issuing Bank or, except as provided in the definition of Required Lenders, Contract Loan Revolving Lender shall have any right to notice of any action or, subject to the first sentence of this Section 9.19, to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender.

SECTION 9.20. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrowers acknowledges and agrees that: (a) (i) the arranging and other services regarding this Agreement provided by the Agents, the Joint Bookrunners and the Lenders are arm's-length commercial transactions between the Borrowers and their respective Affiliates, on the one hand, and the Agents, the Joint Bookrunners and the Lenders, on the other hand, (ii) each Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate and (iii) each Borrower is capable of evaluating, and understands and [[6410812]] ----- accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b)

(i) each Agent, Joint Bookrunner and Lender is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers or any of their respective Affiliates, or any other person, and (ii) no Agent, Joint Bookrunner or Lender has any obligation to the Borrowers or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Agents, the Joint Bookrunners, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and their respective Affiliates and no Agent, Joint Bookrunner or Lender has any obligation to disclose any of such interests to the Borrowers or any of their respective Affiliates. To the fullest extent permitted by law, each Borrower hereby waives and releases any claims that it may have against the Agents, the Joint Bookrunners and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

SECTION 9.21. USA PATRIOT Act Notice; Beneficial Ownership Regulation. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Borrower that pursuant to the requirements of the USA PATRIOT Act and 31 C.F.R. (s) 1010.230 (the "Beneficial Ownership Regulation"), it is required to (a) obtain, verify and record information that identifies each Borrower and each Subsidiary Guarantor, which information includes the name and address of each Borrower and each Subsidiary Guarantor and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Borrower and each Subsidiary Guarantor in accordance with the USA PATRIOT Act and (b) obtain a certification regarding beneficial ownership of the Borrowers, to the extent required by the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation and is effective as to the Administrative Agent and each Lender.

SECTION 9.22. Additional Borrowers. Terex may designate any of its wholly owned Subsidiaries that is a Restricted Subsidiary as a Borrower under any Class of Revolving Credit Commitments; provided that (i) Terex shall provide the Administrative Agent and the Revolving Credit Lenders of the applicable Class at least five Business Days' notice of the designation of a new Subsidiary Borrower, (ii) the Administrative Agent, in consultation with the applicable Lenders, shall be reasonably satisfied that the applicable Lenders may make loans and other extensions of credit to such person in the applicable currency or currencies in such person's jurisdiction in compliance with applicable laws and regulations and without being subject to any unreimbursed or unindemnified Tax or other expense, (iii) any designation as a Borrower (A) of a Subsidiary which is not a U.S. Subsidiary or (B) of a Subsidiary which is not organized in the same jurisdiction as an existing Borrower shall be subject to the prior written consent of each Multicurrency Revolving Credit Lender (not to be unreasonably withheld or delayed) and (iv) Terex and such Restricted Subsidiary shall have delivered to the Administrative Agent such corporate documentation (including all applicable "know your customer" documentation), charter documents, by-laws, resolutions and legal opinions, in each case, consistent with those provided or required to be provided by Terex under Section 7 of the Restatement Agreement on the Restatement Effective Date, modified as appropriate for the jurisdiction in question or otherwise as may be agreed to by the [[6410812]] ----- Administrative Agent.

Upon the receipt by the Administrative Agent of a Borrowing Subsidiary Agreement executed by such a wholly owned Subsidiary and Terex, and the documentation referred to in the preceding sentence, such wholly owned Subsidiary shall be a Subsidiary Borrower and a party to this Agreement. A Subsidiary shall cease to be a Subsidiary Borrower hereunder at such time as no Loans, Fees or any other amounts due in connection therewith pursuant to the terms hereof in respect of such Subsidiary shall be outstanding, no Letters of Credit issued for the account of such Subsidiary shall be outstanding and such Subsidiary and Terex shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination; provided that, notwithstanding anything herein to the contrary, no Subsidiary shall cease to be a Subsidiary Borrower solely

because it no longer is a wholly owned Subsidiary. SECTION 9.23. Several Obligations. Notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge and agree that the obligations of the Borrowers hereunder to pay the principal of and interest on the Loans are several and not joint and, except as provided in the Guarantee and Collateral Agreement or the North Atlantic Guarantee Agreement, as applicable, (a) each Borrower shall only be liable with respect to the payment of the principal of and interest on the Loans made to such Borrower and (b) only Terex shall be liable to pay the Facility Fees, the Administrative Agent Fees, the L/C Participation Fees, the Issuing Bank Fees and the U.S. Term Loan Upfront Fees. SECTION 9.24. Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: (a) the application of any Write-Down and Conversion Powers by an the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority. [[6410812]] ----- SECTION 9.25. Australian Privacy Principles. To the extent that any information held by the Administrative Agent or a Lender in relation to the Loan Documents comprises personal information of any officer, director or employee of the Australian Borrower, the Administrative Agent or that Lender (as the case may be) agrees to hold that personal information in accordance with the Australian Privacy Principles. If the Administrative Agent receives a request by a Lender, the Administrative Agent will provide a privacy notice (in the form recommended by the Asia Pacific Loan Market Association (Australian Branch) or as otherwise directed by a Lender) to a representative of the officers of the Australian Borrower, which details the manner in which personal information collected in connection with this agreement may be used and disclosed by the Lenders. SECTION 9.26. Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that at least one of the following is and will be true: (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement; (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; (iii) (A) such Lender is an investment fund managed by a "Qualified

Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84- 14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, [[6410812]] ----- participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender. (b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto). SECTION 9.27. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): in the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that [[6410812]] ----- rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support. [Remainder of page intentionally left blank] [[6410812]] -----

EXECUTION VERSION [[6412628]] UBS AG, STAMFORD BRANCH 600 Washington Boulevard Stamford, CT 06901 UBS SECURITIES LLC 1285 Avenue of the Americas New York, NY 10019 BANK OF AMERICA, N.A. BOFA SECURITIES, INC. One Bryant Park New York, NY 10036 BARCLAYS 745 Seventh Avenue New York, NY 10019 JPMORGAN CHASE BANK, N.A. 383 Madison Avenue New York, NY 10179 BNP PARIBAS BNP PARIBAS SECURITIES CORP. 787 Seventh Avenue New York, NY 10019 HSBC BANK USA, NATIONAL ASSOCIATION HSBC SECURITIES (USA) INC. 66 Hudson Boulevard East New York, NY 10001 HSBC UK BANK PLC 1 Centenary Square, Birmingham, United Kingdom B1 1HQ MIZUHO BANK, LTD. 1271 Avenue of the Americas New York, NY 10020 SANTANDER BANK, N.A. 75 State Street Boston, MA 02109 CONFIDENTIAL August 2, 2024 Terex Corporation 45 Glover Avenue Norwalk, CT 06850 Attention of Julie A. Beck Chief Financial Officer Project Fort \$795,000,000 Senior Secured Incremental Term Facility \$800,000,000 Senior Secured Incremental Revolving Facilities \$750,000,000 Senior Unsecured Bridge Facility Amended and Restated Commitment Letter Ladies and Gentlemen: This amended and restated commitment letter amends, restates and supersedes in its entirety that certain commitment letter dated July 21, 2024 (the "Original Commitment Letter", and the date of the Original Commitment Letter, the "Original Commitment Letter Date"), among -----

----- 2 [[6412628]] Terex Corporation, a Delaware corporation (the "Company" or "you"), UBS AG, Stamford Branch (acting through such of its affiliates or branches as it deems appropriate, "UBSAG") and UBS Securities LLC ("UBS Securities" and, together with UBSAG and their respective affiliates, "UBS"). You have advised UBS, Bank of America, N.A. ("BANA"), BofA Securities, Inc. ("BofA Securities" and, together with BANA, "Bank of America"), Barclays Bank PLC ("Barclays"), JPMorgan Chase Bank, N.A. ("JPM"), BNP PARIBAS ("BNPP"), BNP Paribas Securities Corp. ("BNP Securities" and, together with BNPP, "BNP"), HSBC Bank USA, National Association ("HSBC Bank"), HSBC Securities (USA) Inc. ("HSBC Securities"), HSBC UK Bank PLC ("HSBC UK Bank" and, together with HSBC Bank and HSBC Securities, "HSBC"), Mizuho Bank, Ltd. ("Mizuho") and Santander Bank, N.A. ("SBNA" and, together with UBS, Bank of America, Barclays, JPM, BNP, HSBC and Mizuho, collectively, the "Commitment Parties", "we" or "us") that you intend to consummate the Acquisition and the other Transactions described in the Transaction Description attached hereto as Exhibit A (the "Transaction Description"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Transaction Description, the Summaries of Principal Terms and Conditions attached hereto as Exhibit B and Exhibit C (Exhibit B and Exhibit C, collectively, the "Term Sheets") or the Summary of Additional Conditions Precedent attached hereto as Exhibit D (such Exhibit D, together with this amended and restated commitment letter, the Transaction Description and the Term Sheets, collectively, the "Commitment Letter").

1. Commitments. In connection with the Transactions, each of UBSAG, BANA, Barclays, JPM, BNPP, HSBC Bank, HSBC UK Bank, Mizuho and SBNA (collectively, the "Initial Lenders") hereby commits to provide the principal amount of each Facility set forth opposite such Initial Lender's name in Schedule 1 hereto, in each case upon the terms and subject to the conditions set forth or referred to in this Commitment Letter and, in the case of availability and funding thereof on the Closing Date (as defined below), subject only to the conditions set forth on Exhibit D hereto. The Company hereby represents and warrants that as of the date of the Commitment Letter, no Default or Event of Default has occurred and is continuing or would result from the incurrence of the Facilities.

2. Titles and Roles. You hereby appoint (a) each of UBS Securities, BofA Securities, Barclays, JPM, BNP Securities, HSBC Securities, Mizuho and SBNA to act, and each of UBS Securities, BofA Securities, Barclays, JPM, BNP Securities, HSBC Securities, Mizuho and SBNA hereby agrees to act, as a joint lead arranger and joint bookrunner for the Facilities (collectively, the "Lead Arrangers"), (b) UBSAG to act, and UBSAG hereby agrees to act, as sole and exclusive administrative and collateral agent for the Acquisition Term Facility, the Incremental Revolving Facilities and the other credit facilities under the Existing Credit Agreement (the "Senior Facilities"), as successor administrative agent and collateral agent to Credit Suisse AG, Cayman Islands Branch, and (c) UBSAG to act, and UBSAG hereby agrees to act, as sole

and exclusive administrative agent for the Bridge Facility, in each case upon the terms and subject to the -----

----- 3 [[6412628]] conditions set forth or referred to in this Commitment Letter. You agree that (i) UBS will have "left" placement in any and all marketing materials or other documentation used in connection with the Facilities, (ii) Bank of America, Barclays and JPM will appear immediately to the right of UBS, in alphabetical order, in any and all marketing materials or other documentation used in connection with the Facilities and (iii) the other Lead Arrangers will be listed immediately to the right of JPM, in the order of the size of their (or their applicable affiliate's) respective commitments in respect of the Facilities (and, in the case of any two or more Lead Arrangers with equally sized commitments, in alphabetical order) in any marketing materials or other documentation used in connection with the Facilities. You further agree that no other agents, co-agents, lead arrangers, bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letters referred to below) will be paid in connection with the Facilities unless you and we shall so agree. The commitments and other obligations hereunder of the Commitment Parties shall be several and not joint. 3. Syndication. We intend to syndicate the Facilities (including our commitments thereunder with respect to the Facilities) to a group of banks, financial institutions and other institutional lenders (together with the Initial Lenders, the "Lenders") identified by us in consultation with you; provided that, notwithstanding our right to syndicate the Facilities and receive commitments with respect thereto, without your prior written consent (not to be unreasonably withheld, conditioned or delayed), we will not assign all or any portion of our commitments hereunder prior to the date of the initial funding of the Acquisition Term Facility and the initial availability of the Incremental Revolving Facilities (the "Closing Date"), except to any of our affiliates in accordance with Section 9 of this Commitment Letter. Notwithstanding the rights of the Lead Arrangers to syndicate the Facilities as provided herein and receive commitments with respect thereto, (a) no assignment or novation shall become effective with respect to all or any portion of your commitment in respect of the Facilities until after the funding of the Facilities on the Closing Date and (b) unless you otherwise agree in writing, we shall retain exclusive control over all rights and obligations with respect to our commitments and other obligations hereunder, including all rights with respect to consents, modifications, supplements, waivers and amendments of this Commitment Letter and of the Fee Letters, until the Closing Date has occurred; provided that in any event the Lead Arrangers agree not to syndicate, participate or otherwise assign without your prior written consent any of the commitments with respect to the Facilities to (i) those entities identified by or on behalf of you in writing, from time to time, to the Lead Arrangers (if prior to the Closing Date) or to the applicable Administrative Agent (if on or after the Closing Date) as competitors of the Company and its subsidiaries (after giving effect to the consummation of the Transactions), (ii) any banks, financial institutions, other institutional lenders and other persons that are, in each case, identified in writing by or on behalf of you to us, prior to the Original Commitment Letter Date and (iii) any person that is (or becomes) an affiliate of the entities described in the preceding clauses (i) and (ii) (other than any bona fide debt fund affiliates thereof (except to the extent separately identified under clause (i) or (ii) above)); provided that such person is either reasonably identifiable as an affiliate -----

----- 4 [[6412628]] on the basis of its name or is identified in writing from time to time, to the Lead Arrangers (if prior to the Closing Date) or to the applicable Administrative Agent (if on or after the Closing Date) by or on behalf of you (collectively, "Disqualified Lenders"). Without limiting your obligations to assist with syndication efforts as set forth below, it is understood that our commitments hereunder are not subject to syndication of the Facilities. We intend to commence syndication efforts promptly upon the execution of this Commitment Letter. Until the earlier of the Closing Date and the completion of a Successful Syndication (as defined in the Arranger Fee Letter) (such earlier date, the "Syndication Date"), you agree actively to assist (and to use your commercially reasonable efforts to cause the Seller and the Acquired

Business to assist, subject to any applicable limitation set forth in the Acquisition Agreement) us in completing a syndication reasonably satisfactory to us. Such assistance shall include (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit from your existing lending and investment banking relationships, (b) facilitating direct contact between senior management, representatives and advisors of the Company (and using your commercially reasonable efforts to facilitate direct contact between members of management of the Acquired Business, subject to any applicable limitation set forth in the Acquisition Agreement), on the one hand, and the proposed Lenders, on the other hand, in all such cases at times and locations mutually agreed upon, (c) assistance by the Company (including the use of commercially reasonable efforts to cause the Acquired Business to assist, subject to any applicable limitation set forth in the Acquisition Agreement) in the preparation of a Confidential Information Memorandum for each of the Facilities and other marketing materials to be used in connection with the syndication (collectively, the "Information Materials"), (d) your using commercially reasonable efforts to obtain, prior to the launch of the general syndication, an updated public corporate credit rating (but no specific rating) for the Company from S&P Global Ratings ("S&P") and an updated public corporate family rating (but no specific rating) for the Company from Moody's Investors Service, Inc. ("Moody's") after giving effect to the Transactions (and public ratings (but no specific rating) for the Acquisition Term Facility and the Bridge Facility (and, upon our reasonable request, any Notes) from each of S&P and Moody's), (e) hosting with the Lead Arrangers of one or more meetings (which may be virtual) with prospective Lenders, at times to be mutually agreed upon and (f) your ensuring that from the Original Commitment Letter Date until the Syndication Date there shall be no competing issuances or incurrences of debt securities or commercial bank or other credit facilities of the Company or its subsidiaries and, prior to the Closing Date, your using commercially reasonable efforts, subject to any applicable limitation set forth in the Acquisition Agreement, to ensure that there are no competing issuances or incurrences of debt securities or commercial bank or other credit facilities by or on behalf of the Acquired Business (other than (i) indebtedness incurred pursuant to the commitments in effect on the Original Commitment Letter Date under the Existing Credit Agreement, (ii) any commercial paper issued in the ordinary course of business, (iii) capital leases or other debt issued or incurred to finance the acquisition of fixed or capital assets, (iv) ordinary course factoring, trade receivables and similar programs, (v) customary receivables transactions entered into by you and your respective subsidiaries, (vi) indebtedness of the Acquired Business permitted to be incurred or to remain outstanding under the Acquisition Agreement as in effect on the Original Commitment Letter Date and (vii) any other financing agreed to by us) being announced, offered, placed or arranged if the announcement, offering, placement or arrangement thereof could reasonably be expected to materially impair the primary syndication of the Facilities or the placement of any Notes. ----- 5 [[6412628]] You agree, at our request, to assist (and to use commercially reasonable efforts to cause the Acquired Business to assist, subject to any applicable limitation set forth in the Acquisition Agreement) in the preparation of a version of the Information Materials that consists exclusively of information and documentation that is either (i) publicly available or (ii) not material with respect to the Company, the Acquired Business or their respective subsidiaries or any of their respective securities for purposes of foreign, United States Federal and state securities laws (all such information and documentation being referred to herein as "Public Lender Information", and any information and documentation that is not Public Lender Information being referred to herein as "Private Lender Information"). It is understood that in connection with your assistance described above, you agree to execute and deliver to us (and to use commercially reasonable efforts, subject to any applicable limitation set forth in the Acquisition Agreement, to cause the Seller to execute and deliver to us) (i) a customary letter in which you authorize distribution of the Information Materials to Lenders' employees willing to receive Private Lender Information and (ii) a customary letter in which you authorize distribution of Information Materials consisting

solely of Public Lender Information and represent that such Information Materials do not contain any Private Lender Information, which letters shall in each case include a customary representation as to the accuracy of information. You further agree that each document to be disseminated by us to any Lender in connection with the Facilities will be identified by you as either (i) containing Private Lender Information or (ii) containing solely Public Lender Information; provided that, except as provided in the next sentence, in the event that any such document is not identified as containing Private Lender Information or solely Public Lender Information, such document shall be treated as containing Private Lender Information. You acknowledge that the following documents will contain solely Public Lender Information (unless you notify us promptly that any such document contains Private Lender Information): (x) drafts and final definitive documentation with respect to the Facilities, including term sheets; (y) administrative materials prepared by us for prospective Lenders (such as a lender meeting invitation, bank allocations, if any, and funding and closing memoranda); and (z) notification of changes in the terms of the Facilities. We will manage, in consultation with you, all aspects of the syndication of the Facilities, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate (which shall exclude Disqualified Lenders), the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. To assist us in our syndication efforts, you agree promptly to prepare and provide (and to use commercially reasonable efforts, subject to any applicable limitation set forth in the Acquisition Agreement and solely with respect to the Acquired Business, to cause the Seller to prepare and provide) to us all reasonable and customary information with respect to the Company and its subsidiaries, the Acquired Business and the transactions contemplated hereby, including all reasonable and customary financial information and projections (the "Projections"), as we may reasonably request in connection with the arrangement and syndication of the Facilities. Notwithstanding anything to the contrary contained herein, you shall have no obligation under this Section 3 to provide (1) any financial statements (other than the financial statements referenced in paragraphs 5 and 6 of Exhibit D), unless any such financial statements referred to in this clause (1) would be required so that any marketing materials would not contain any untrue statement of a material fact or omit a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances -----

----- 6 [[6412628]] under which they were made, not materially misleading; provided that nothing in this sentence shall be deemed to limit your obligation to prepare Projections for use in the Confidential Information Memorandum or (2) trade secrets or any information to the extent that the provision thereof would violate any law, rule or regulation, or any obligation of confidentiality binding upon you, the Acquired Business or any of your respective affiliates, or waive any attorney-client privilege that may be asserted by you, the Acquired Business or any of your respective affiliates (provided that you shall use commercially reasonable efforts to provide notice to the Lead Arrangers promptly upon obtaining knowledge that such information is being withheld (but solely if providing such notice would not risk such trade secret protection, violate such law, rule, regulation or obligation of confidentiality, or waive such attorney-client privilege, as applicable) and communicate such information to the Lead Arrangers in a manner that does not risk such effects set forth above). Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letters or any other letter agreement or undertaking concerning the financing of the Transactions, but without limiting the conditions precedent in Section 6 hereof or Exhibit D hereto, and without limiting your obligations to assist with syndication in this Section 3, compliance with any of the provisions set forth in this Section 3 shall not constitute a condition to the commitments hereunder or the funding or availability of the Facilities on the Closing Date. 4. Information. You hereby represent and warrant that (a) all written information other than the Projections, forward-looking information and other information of a general economic or industry- specific nature (the "Information") (in the case of Information regarding the Acquired Business, to the best of your

knowledge) that has been or will be made available to us by you or any of your representatives, taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made when taken as a whole (giving effect to supplements thereto from time to time), and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time made and at the time the related Projections are made available to us (it being understood that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, the Projections, by their nature, are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved and actual results may differ from the Projections and such differences may be material). You agree that if any time prior to the later of (i) the Closing Date and (ii) the Syndication Date any of the representations in the preceding sentence would be incorrect in any material respect if the Information or Projections were being furnished, and such representations were being made, at such time, then you will (or, prior to the Closing Date, with respect to the Information and Projections relating to the Acquired Business, will use commercially reasonable efforts to cause the Seller to, subject to any applicable limitation set forth in the Acquisition Agreement) promptly supplement the Information and the Projections so that such representations will be correct in all material respects under those circumstances on such date (it being understood in each case that such supplementation shall cure any breach of such representations and warranties). In arranging and syndicating the Facilities, -----

----- 7 [[6412628]] we will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letters or any other letter agreement or undertaking concerning the financing of the Transactions, but without limiting the conditions precedent in Section 6 hereof or Exhibit D hereto, and without limiting the representations and warranties set forth in this Section 4, compliance with any of the provisions set forth in this Section 4 shall not constitute a condition to the commitments hereunder or the funding or availability of the Facilities on the Closing Date. 5. Fees. As consideration for our commitments hereunder and agreements to perform the services described herein, you agree to pay to us the nonrefundable fees set forth in the amended and restated fee letter dated the date hereof and delivered herewith with respect to the Facilities (the "Arranger Fee Letter") and in the administrative agent fee letter dated as of the Original Commitment Letter Date and delivered herewith with respect to the Facilities (the "Administrative Agent Fee Letter" and, together with the Arranger Fee Letter and any other fee letters with respect to the Facilities, the "Fee Letters"), on the terms and subject to the conditions set forth therein. 6. Conditions Precedent. Our commitments hereunder and our agreements to perform the services described herein are subject only to the conditions precedent set forth in this Section 6 and Exhibit D hereto, it being understood and agreed that there are no conditions (implied or otherwise) to the commitments hereunder with respect to the Facilities other than those expressly stated or referred to in this Section 6 and Exhibit D hereto. Notwithstanding anything in this Commitment Letter, the Fee Letters, the definitive documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations and warranties the accuracy of which shall be a condition to the availability of the Facilities on the Closing Date shall be (i) such of the representations made by, or with respect to, the Acquired Business in the Acquisition Agreement as are material to the interests of the Lenders in their capacity as such, but only to the extent that the Company (or any of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its obligations (or otherwise decline to consummate the Acquisition) under the Acquisition Agreement as a result of a breach of any such representations in the Acquisition Agreement (the

"Acquisition Agreement Representations") and (ii) the Specified Representations (as defined below) and (b) the terms of the definitive documentation for the Facilities shall be in a form such that they do not impair availability of the Facilities on the Closing Date if the conditions set forth in this Section 6 and in Exhibit D hereto are satisfied (or waived by each of the Commitment Parties); provided that, subject to any requirements in the Existing Credit Agreement, to the extent any security interest in any Collateral is not or cannot be provided and/or perfected on the Closing Date (other than the pledge and perfection of the security interests in (x) the certificated capital stock held by the Loan Parties (to the extent required under the Term Sheets) (other than a pledge of any such certificate for any person that is a member of the Acquired Business if such certificate has not been made available to you at least two business days prior to ----- 8 [[6412628]] the Closing Date, so long as you have used commercially reasonable efforts to procure delivery thereof, it being agreed that any such certificate may instead be delivered within five business days after the Closing Date) (or otherwise pursuant to arrangements and timing to be agreed by the Administrative Agent in its reasonable discretion) and (y) other assets pursuant to which a lien may be perfected by the filing of a financing statement under the Uniform Commercial Code with the Secretary of State (or other applicable filing office) in the applicable jurisdiction of organization of the Loan Parties) after your use of commercially reasonable efforts to do so, then the delivery and/or perfection of a security interest in such Collateral shall not constitute a condition precedent to the availability of the Facilities on the Closing Date but shall be required to be delivered within 90 days after the Closing Date (or otherwise pursuant to arrangements and timing to be mutually agreed by the Administrative Agent in its reasonable discretion). For purposes hereof, "Specified Representations" means the representations and warranties relating to the Loan Parties set forth in the Term Sheets relating to corporate existence, power and authority, due authorization, execution and delivery, in each case as they relate to the entering into and performance of the definitive documentation for the Facilities; the enforceability of such documentation; compliance of the transactions with Federal Reserve margin regulations; the Investment Company Act; use of proceeds not in violation of OFAC and other laws applicable to sanctioned persons, the PATRIOT Act and other anti-money laundering laws, the FCPA and other anti-bribery laws; no conflicts between the definitive documentation for the Facilities and the organization documents of the Loan Parties; solvency of the Company and its subsidiaries on a consolidated basis on the Closing Date after giving effect to the Transactions (with solvency to be defined in a manner consistent with the definition set forth in the solvency certificate to be delivered pursuant to paragraph 8 of Exhibit D hereto); and, subject to the limitations set forth in the prior sentence, creation, validity, perfection and priority of security interests. This paragraph, and the provisions herein, shall be referred to as the "Limited Conditionality Provisions".

7. Indemnification; Expenses; Limitation of Liability. You agree (a) to indemnify and hold harmless each of the Commitment Parties, its respective affiliates and their respective directors, officers, employees, agents, trustees, members, partners and advisors (each, an "Indemnified Person") from and against any and all losses, claims, damages and liabilities of any kind (collectively, "Liabilities") and related expenses to which any Indemnified Person may become subject arising out of or in any way connected with this Commitment Letter, the Fee Letters, the Original Commitment Letter, the Original Arranger Fee Letter (as defined below), the Transactions, the Facilities or the use of proceeds thereof or any related transaction, or any actual or threatened (in writing) claim, litigation, investigation or proceeding relating to any of the foregoing (any of the foregoing, a "Proceeding"), regardless of whether any such Indemnified Person is a party thereto (and regardless of whether such Proceeding is initiated by a third party or by you or any of your affiliates or equityholders), and to reimburse each such Indemnified Person upon demand for any reasonable and documented legal or other out-of-pocket expenses (which shall be limited in the case of legal fees and expenses to the reasonable and documented fees, disbursements and other charges of one primary firm of counsel and one local firm of counsel in each material jurisdiction (and, if reasonably

necessary, one firm of special counsel) and, solely in the case of an actual or perceived conflict of interest, (i) one additional firm of counsel to all affected Indemnified Persons, taken as a whole and/or (ii) one additional local firm of counsel to all affected Indemnified Persons, taken as a whole, in each such relevant material jurisdiction) incurred in connection with investigating or defending any of the foregoing, provided -----

----- 9 [[6412628]] that the foregoing indemnity will not, as to any Indemnified Person, apply to Liabilities or related expenses to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person (or any of its Related Parties (as defined below)), (ii) arising from a material breach of the obligations of such Indemnified Person or any of its Related Parties under this Commitment Letter, the Fee Letters, the Original Commitment Letter, the Original Arranger Fee Letter or the definitive documentation for the Facilities or (iii) any dispute solely among Indemnified Persons which does not arise out of any act or omission of the Company or any of its subsidiaries (other than any Proceeding against any Commitment Party solely in its capacity or in fulfilling its role as an administrative agent or Lead Arranger or similar role under any Facility), and (b) to reimburse each Commitment Party on the earlier of (i) the expiration or termination of this Commitment Letter (within three business days after receipt of an invoice therefor) and (ii) the Closing Date (to the extent an invoice is received as set forth in paragraph 14 of Exhibit C) or, if invoiced after such earlier date, within 30 days, upon presentation of a summary statement (together with reasonably detailed back-up documentation to the extent requested), for all reasonable and documented out-of-pocket expenses (including but not limited to expenses of our due diligence investigation, consultants' and other professionals' fees, syndication expenses, disbursements and other charges of one firm of counsel), in each case, incurred in connection with the Facilities and the preparation and negotiation of this Commitment Letter, the Fee Letters, the Original Commitment Letter, the Original Arranger Fee Letter, the definitive documentation for the Facilities and any ancillary documents and security arrangements in connection therewith; provided that in the event the Closing Date does not occur, your aggregate expense reimbursement obligations under this clause (b) shall not exceed \$500,000, and (c) to reimburse each Indemnified Person from time to time, upon presentation of a summary statement, for all reasonable and documented out-of-pocket expenses (including but not limited to consultants' fees, disbursements and other charges of one primary firm of counsel and one local firm of counsel in each material jurisdiction and, solely in the case of an actual or reasonably perceived conflict of interest, one additional firm of counsel to all affected indemnified persons, taken as a whole (and, if reasonably necessary, one firm of special counsel), in each case, incurred in connection with the enforcement of this Commitment Letter, the Fee Letters, the Original Commitment Letter, the Original Arranger Fee Letter, the definitive documentation for the Facilities and any ancillary documents and security arrangements in connection therewith. For purposes hereof, "Related Party" of any person means any (or all, as the context may require) of such person's affiliates and its or their respective directors, officers, employees, partners, agents, advisors and other representatives. You shall not be liable for any settlement of any Proceeding effected without your prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), but if settled with your prior written consent, or if there is a final, non-appealable judgment in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Person to the extent and in the manner set forth above. You shall not, without the prior written consent of an Indemnified Person, effect any settlement of any pending or threatened Proceeding against such Indemnified Person in respect of which indemnity could have been sought hereunder by such Indemnified Person, unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such Proceeding and (b) does not include any statement as to any admission of fault or culpability by or on behalf of such Indemnified Person. ----- 10 [[6412628]] You

agree that (i) in no event shall any Commitment Party or any of its affiliates or its or their respective officers, directors, employees, advisors and agents (each, an "Arranger- Related Person") or you, your affiliates or your respective equity holders have any Liabilities, on any theory of liability, for any special, indirect, consequential or punitive damages incurred by you, your affiliates or your respective equity holders or by any Commitment Party, its affiliates or their respective Arranger-Related Persons arising out of, in connection with or as a result of, this Commitment Letter, the Fee Letters, the Original Commitment Letter, the Original Arranger Fee Letter or any other agreement or instrument contemplated hereby and (ii) neither you, your affiliates or your respective equity holders nor any Arranger-Related Person shall have any Liabilities arising from, or be responsible for, the use by others of Information or other materials (including, without limitation, any personal data) obtained through electronic, telecommunications or other information transmission systems, or otherwise via the internet; provided that, nothing in this paragraph shall relieve you of any obligation you may have to indemnify an Indemnified Person, as provided in this Section 7, against any special, indirect, consequential or punitive damages asserted against such Indemnified Person by a third party. You agree, to the extent permitted by applicable law, to not assert any claims against any Arranger-Related Person with respect to any of the foregoing.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities. You acknowledge that the Commitment Parties and their respective affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the Transactions or otherwise. Consistent with our policies to hold in confidence the affairs of our customers, we will not furnish confidential information obtained from you by virtue of the Transactions or our other relationships with you to other companies. You also acknowledge that we do not have any obligation to use in connection with the Transactions, or to furnish to you, confidential information obtained by us from other companies. You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you, on the one hand, and any of us, on the other hand, is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether we have advised or are advising you on other matters, (b) we, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of any of us, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that we are engaged in a broad range of transactions that may involve interests that differ from your interests and that we have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you waive, to the fullest extent permitted by law, any claims you may have against us arising out of or in connection with the Transactions for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we shall have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your equityholders, employees or creditors. Additionally, you acknowledge and agree that no Commitment Party or its affiliates is advising you as to any legal, tax, investment, accounting or ----- 11

[[6412628]] regulatory matters in any jurisdiction with respect to any of the Transactions by virtue of this Commitment Letter or any participation in the Transactions and you are not relying on the Commitment Parties for such advice. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby, and no Commitment Party shall have any responsibility or liability to you with respect thereto. Any review by any Commitment Party of you, the Transactions, the other transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Commitment Party and shall not be on behalf of you or any of your affiliates. You further acknowledge that each of the Commitment Parties is a

full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each of the Commitment Parties or their respective affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for their own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of the Company, the Acquired Companies and other companies with which the Company or the Acquired Companies may have commercial or other relationships. With respect to any securities and/or financial instruments so held by the Commitment Parties or any of their affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. You acknowledge that certain Commitment Parties and/or certain of their respective affiliates may be acting as issuing bank, a lender or an agent under of the Existing Credit Agreement, and your rights and obligations under any agreement between you and any one or more of the Commitment Parties or any of their respective affiliates (including the Existing Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Commitment Letter, and none of such rights and obligations under such other agreements shall be affected by any Commitment Party's performance or lack of performance of services hereunder. You hereby agree that each Commitment Party may render its services under this Commitment Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and hereby waives any conflict of interest claims relating to the relationship between each Commitment Party and you in connection with the transactions contemplated hereby, on the one hand, and the exercise by any Commitment Party or any of its affiliates of any of their respective rights and duties under any credit or other agreement (including the Existing Credit Agreement), on the other hand. Furthermore, the Company and each Commitment Party acknowledge that UBS (or an affiliate thereof) has been retained by the Company as financial advisor (in such capacity, the "Financial Advisor") in connection with the Acquisition. The Company and each Commitment Party hereby agrees that UBS may render its services under this Commitment Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and hereby waives any conflict of interest claims relating to the relationship between or among the Commitment Parties and the Company in connection with the transactions contemplated hereby, on the one hand, and the engagement of the Financial Advisor, on the other hand. -----

----- 12 [[6412628]] 9. Assignments; Amendments; Governing Law, Etc. This Commitment Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto (and Indemnified Persons), and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons). Subject to the provisions of Section 3 hereof, each of us may assign our respective commitments hereunder to any of our respective affiliates or any Lender. Any such assignment to an affiliate will not relieve the assignor from any of its obligations hereunder unless and until such affiliate shall have funded the portion of the commitment so assigned. Subject to the next preceding sentence, any and all obligations of, and services to be provided by, us hereunder (including our commitments) may be performed and any and all of our rights hereunder may be exercised by or through our respective affiliates or branches. Each of you acknowledges that we may share with any of our respective affiliates, and any such affiliate may share with us, in each case on a confidential basis, any information related to the Company, the Acquired Business or any of their respective subsidiaries or affiliates and the transactions contemplated hereby. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one

agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by email or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Commitment Letter, the Fee Letters and/or any document to be signed in connection with this Commitment Letter and the transactions contemplated hereby shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Commitment Letter and the Fee Letters are the only agreements that have been entered into among us and you with respect to the Facilities and set forth the entire understanding of the parties hereto with respect thereto, and supersede all prior agreements and understandings (including the Original Commitment Letter and the Original Arranger Fee Letter) related to the subject matter hereof. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter. You acknowledge that information and documents relating to the Facilities may be transmitted through SyndTrak, Intralinks, the internet, email, or similar electronic transmission systems, and that we shall not be liable for any damages arising from the unauthorized use by others of information or documents transmitted in such manner. We may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information, and circulate similar promotional materials, after the closing of the Transactions in the form of a "tombstone" or otherwise describing the names of the Company, the Acquired Business and their respective affiliates (or any of them), and the amount, type and closing date of such Transactions, -----

----- 13 [[6412628]] all at our expense. THIS COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF), SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT (A) THE INTERPRETATION OF THE DEFINITION OF "MATERIAL ADVERSE EFFECT" (AND WHETHER OR NOT A "MATERIAL ADVERSE EFFECT" HAS OCCURRED), (B) THE DETERMINATION OF THE ACCURACY OF ANY ACQUISITION AGREEMENT REPRESENTATIONS AND WHETHER AS A RESULT OF ANY BREACH OF ANY ACQUISITION AGREEMENT REPRESENTATIONS THERE HAS BEEN A FAILURE OF A CONDITION PRECEDENT TO YOUR OBLIGATION TO CONSUMMATE THE ACQUISITION OR SUCH FAILURE GIVES THE COMPANY THE RIGHT TO TERMINATE ITS OBLIGATIONS (OR OTHERWISE DECLINE TO CONSUMMATE THE ACQUISITION) UNDER THE ACQUISITION AGREEMENT AND (C) THE DETERMINATION OF WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION AGREEMENT SHALL, IN EACH CASE, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION.

10. Jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of the Federal court of the United States of America sitting in the Borough of Manhattan or the Commercial Division of the New York Supreme Court and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the Fee Letters, the Original Arranger Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any

such action or proceeding may be heard and determined only in such Federal court, or, if such court lacks subject matter jurisdiction, the Commercial Division of the New York Supreme Court, provided that suit for the recognition or enforcement of any judgment obtained in any such New York State or Federal court may be brought in any other court of competent jurisdiction, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the Fee Letters, the Original Arranger Fee Letter or the transactions contemplated hereby in any New York State court or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail addressed to you at the address above -----

----- 14 [[6412628]] shall be effective service of process against you for any suit, action or proceeding brought in any such court. 11. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE ORIGINAL COMMITMENT LETTER, THE FEE LETTERS, THE ORIGINAL ARRANGER FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER. 12. Confidentiality. This Commitment Letter is delivered to you on the understanding that, without our prior written consent (in the case of any Fee Letter or the Original Arranger Fee Letter, of the Commitment Parties that are party thereto), neither this Commitment Letter, the Original Commitment Letter, that certain arranger fee letter, dated as of the Original Commitment Letter Date, between the Company and UBS (the "Original Arranger Fee Letter"), nor the Fee Letters nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person except (a) to your subsidiaries and affiliates, and your and their respective officers, directors, employees, attorneys, accountants and advisors (collectively, as to any person, such person's "Representatives"), in each case, on a confidential basis, (b) to the Seller and its affiliates and their respective Representatives, in each case, on a confidential basis, provided any disclosure of the Original Arranger Fee Letter, the Fee Letters or their respective contents shall be customarily redacted in a manner reasonably acceptable to the Commitment Parties that are party thereto or (c) as required by applicable law, rules and regulations, including, without limitation, the rules of the New York Stock Exchange, or compulsory legal process (in which case you agree, to the extent permitted to do so and if practical under the circumstances, to inform us promptly thereof); provided that you may disclose (i) this Commitment Letter and its contents (including the Term Sheets and other exhibits and attachments hereto) (but not the Original Arranger Fee Letter, the Fee Letters or the respective contents thereof) to potential Lenders in any syndication or other marketing materials in connection with the Facilities (including the Information Materials), (ii) the Term Sheets and the contents thereof to rating agencies, on a confidential basis, in connection with obtaining or affirming ratings for the Company and the Facilities, (iii) the aggregate fee amount contained in the Original Arranger Fee Letter and the Fee Letters (but without disclosing any specific fees or any other economic term set forth in the Original Arranger Fee Letter or the Fee Letters) as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities or in any public or regulatory filing requirement relating to the Transactions (and only to the extent aggregated with all other fees and expenses of the Transactions and not presented as an individual line item), (iv) [reserved], (v) to the extent such information becomes publicly available other than by reason of improper disclosure by you or your affiliates in violation of any confidentiality obligations hereunder and (vi) this Commitment Letter and its contents in

connection with any required filings with the Securities and Exchange Commission or any equivalent regulatory authority in applicable foreign jurisdictions or to any other regulatory authority having jurisdiction over you or them (but not the Original ----- 15 [[6412628]] Arranger Fee Letter or the Fee Letters and the respective contents thereof). Notwithstanding any other provision in this Commitment Letter, we hereby confirm that you and your respective officers, directors, employees, attorneys, accountants and advisors shall not be limited from disclosing the U.S. tax treatment or U.S. tax structure of the Facilities. The Commitment Parties shall use all information received by them in connection with the Transactions solely for the purposes of providing the services that are the subject of this Commitment Letter or other services provided by them to you and your subsidiaries or affiliates and shall treat confidentially all such information and the terms and contents of this Commitment Letter, the Original Commitment Letter, the Fee Letters, the Original Arranger Fee Letter and the definitive documentation for the Facilities and shall not, directly or indirectly, publish, disclose or otherwise divulge such information; provided that nothing herein shall prevent any Commitment Party from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process (in which case such Commitment Party agrees to the extent permitted to do so and if practical under the circumstances, to inform the Company promptly thereof), (b) upon the request or demand of any regulatory authority having jurisdiction, or purporting to have jurisdiction over, such Commitment Party or any of its affiliates (in which case such Commitment Party agrees, except with respect to any routine audit or examination conducted by bank accountants or any governmental, bank regulatory or self-regulatory authority exercising examination or regulatory authority, to the extent permitted to do so and if practical under the circumstances, to inform the Company promptly thereof), (c) to Representatives of such Commitment Party and rating agencies, professionals and other experts or agents on a "need to know" basis in connection with the Transactions and who are informed of the confidential nature of such information and who are subject to customary confidentiality obligations and who have been advised of their obligation to keep information of this type confidential; (d) to potential or prospective Lenders, derivatives providers, participants or assignees, (e) for purposes of establishing a "due diligence" defense, (f) to the extent you consent in writing to any specific disclosure or (g) to the extent such information was already in such Commitment Party's possession prior to any duty or other understanding of confidentiality entered into in connection with the Transactions; provided that for purposes of clause (d) above, the disclosure of any such information to any Lenders, derivatives providers, participants or assignees or prospective Lenders, derivatives providers, participants or assignees referred to above shall be made subject to the acknowledgment and acceptance by such Lender, derivatives provider, participant or assignee or prospective Lender, derivatives provider, participant or assignee that such information is being disseminated on a confidential basis in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information, which may require "click through" or other affirmative actions on the part of recipient to access such information. In addition, each Commitment Party may disclose the existence of the Facilities and the information about the Facilities to market data collectors, similar services providers to the lending industry, and service providers to the Commitment Parties in connection with the management and administration of the Facilities. In the event that the Facilities are funded, the Commitment Parties' and their respective affiliates', if any, obligations under this paragraph shall terminate automatically and be superseded by the confidentiality provisions in the definitive documentation for the Facilities upon the initial funding thereunder to the extent that such provisions are binding on such Commitment Parties. -----

----- 16 [[6412628]] Subject to the immediately preceding sentence, the confidentiality provisions set forth in this Section 12 shall survive the termination of this Commitment Letter and expire and

shall be of no further effect after the second anniversary of the Original Commitment Letter Date. For the avoidance of doubt, nothing in this Commitment Letter shall prohibit any person from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any other person. 13. Surviving Provisions. The compensation, reimbursement, syndication, information, indemnification, confidentiality (subject to the last sentence of Section 12 hereof), jurisdiction, governing law and waiver of jury trial provisions contained herein and in the Fee Letters, and the provisions of Sections 8 hereof, shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and (other than in the case of the syndication and information provisions) notwithstanding the termination of this Commitment Letter or our commitments hereunder. 14. PATRIOT Act Notification. Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), and the requirements of the beneficial ownership certification required by 31 C.F.R. (s) 1010.230 (the "Beneficial Ownership Regulation"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes names, addresses, tax identification numbers and other information that will allow each Lender to identify each Loan Party in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and the Beneficial Ownership Regulation and is effective for each of the Commitment Parties and each Lender. You acknowledge that we may share any information obtained from you pursuant to this Section 14 with any prospective Lender on a confidential basis. 15. Acceptance and Termination. If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and the Fee Letters by returning to us executed counterparts hereof and of the Arranger Fee Letter not later than 11:59 p.m., New York City time, on August 2, 2024. Our offer hereunder, and our agreements contained herein, will expire at such time in the event that we have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that (a) there occurs, prior to the consummation of the Acquisition, a termination of the Acquisition Agreement in accordance with its terms, (b) the Acquisition is consummated without the use of the Facilities or (c) the Closing Date does not occur on or before 5:00 p.m., New York City time, on the fifth business day following the Outside Date (as defined in the Acquisition Agreement as in effect on the Original Commitment Letter Date, and after giving effect to any extension thereof in accordance with the second proviso of Section 11.1(d) of the Acquisition Agreement as in effect on the Original Commitment Letter Date), then -----

----- 17 [[6412628]] this Commitment Letter and our respective commitments and undertakings hereunder shall automatically terminate unless we shall, in our discretion, agree in writing to an extension. You shall have the right to terminate this Commitment Letter and the commitments of the Lenders under any Facility contemplated hereunder in full or in part, on a pro rata basis among the Commitment Parties, at any time upon written notice to them from you, subject to your surviving obligations as set forth in Section 13 of this Commitment Letter and in the Fee Letters. 16. Miscellaneous. Each of the parties hereto agrees that this Commitment Letter and the Fee Letters are binding and enforceable agreements (subject to the effects of bankruptcy, insolvency, fraudulent transfer, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity) with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Senior Facilities Documentation and Bridge Loan Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the funding or availability of the Facilities is subject to only the applicable conditions precedent set forth in Section 6 hereof and in Exhibit D hereto. 17. Delayed Draw Acquisition Term Facility. Unless the context otherwise requires, the terms of Sections 2, 3, 4, 5, 7, 8, and the first paragraph of Section 9 of this Commitment Letter and the terms of the Fee Letters applicable to the

Acquisition Term Facility shall, in each case, apply to the Delayed Draw Acquisition Term Facility as if the Delayed Draw Acquisition Term Facility constituted part of the Acquisition Term Facility hereunder. [Remainder of this page intentionally left blank] ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] We are pleased to have been given the opportunity to assist you in connection with this important financing. Very truly yours, UBS AG, STAMFORD BRANCH By /s/ David Juge Name: David Juge Title: Managing Director By /s/ Michael Rutherford Name: Michael Rutherford Title: Managing Director UBS SECURITIES LLC By /s/ David Juge Name: David Juge Title: Managing Director By /s/ Michael Rutherford Name: Michael Rutherford Title: Managing Director ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] BANK OF AMERICA, N.A. By /s/ Sara Petrov Name: Sara Petrov Title: Managing Director BOFA SECURITIES, INC. By /s/ Sara Petrov Name: Sara Petrov Title: Managing Director ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] BARCLAYS BANK PLC By /s/ Michael Miller Name: Michael Miller Title: Managing Director ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] JPMORGAN CHASE BANK, N.A. By /s/ Ayesha Nabi Name: Ayesha Nabi Title: Vice President ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] BNP PARIBAS By /s/ Aadil Zuberi Name: Aadil Zuberi Title: Director By /s/ Isaac Radnitzer Name: Isaac Radnitzer Title: Vice President BNP PARIBAS SECURITIES CORP. By /s/ Aadil Zuberi Name: Aadil Zuberi Title: Director By /s/ Isaac Radnitzer Name: Isaac Radnitzer Title: Vice President ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] HSBC BANK USA, NATIONAL ASSOCIATION By /s/ Bernardo Matos Name: Bernardo Matos Title: Managing Director By /s/ Renato Santos Name: Renato Santos Title: Director HSBC SECURITIES (USA) INC. By /s/ Bernardo Matos Name: Bernardo Matos Title: Managing Director HSBC UK BANK PLC By /s/ Jonathan O'Hara Name: Jonathan O'Hara Title: Relationship Director ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] MIZUHO BANK, LTD. By /s/ Donna DeMagistris Name: Donna DeMagistris Title: Managing Director ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] SANTANDER BANK, N.A. By/s/ Michael Lee Name: Michael Lee Title: Senior EVP ----- [Signature Page to Project Fort Amended and Restated Commitment Letter] [[6412628]] Accepted and agreed to as of the date first above written: TEREX CORPORATION By /s/ Scott Posner Name: Scott Posner Title: Senior Vice President ----- [6412628] SCHEDULE 1 FACILITIES COMMITMENTS Initial Lender Acquisition Term Facility Incremental U.S. Revolving Facility Incremental Multicurrency Revolving Facility Bridge Facility UBS AG, Stamford Branch \$124,218,750 \$62,500,000 \$62,500,000 \$117,187,500 Bank of America, N.A. \$104,343,750 \$52,500,000 \$52,500,000 \$98,437,500 Barclays Bank PLC \$104,343,750 \$52,500,000 \$52,500,000 \$98,437,500 JPMorgan Chase Bank, N.A. \$104,343,750 \$52,500,000 \$52,500,000 \$98,437,500 BNP PARIBAS \$89,437,500 \$45,000,000 \$45,000,000 \$84,375,000 HSBC Bank USA, National Association \$89,437,500 \$45,000,000 \$0 \$84,375,000 HSBC UK Bank PLC \$0 \$0 \$45,000,000 \$0 Mizuho Bank, Ltd. \$89,437,500 \$45,000,000 \$45,000,000 \$84,375,000 Santander Bank, N.A. \$89,437,500 \$45,000,000 \$45,000,000 \$84,375,000 ---- [6412628] EXHIBIT A Exh. A-1 [[6412628]] Project Fort Transaction Description Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used. Terex Corporation, a Delaware corporation (the "Company"), intends, directly or indirectly, to acquire (the "Acquisition") all of the

issued and outstanding equity interests of certain companies and other assets previously identified to the Commitment Parties under the code name "Fort" (such companies, the "Acquired Companies" and, collectively with their respective subsidiaries and with such assets, the "Acquired Business"), pursuant to the Transaction Agreement, dated as of July 21, 2024 (together with all exhibits, annexes, schedules and the disclosure letters thereto, in each case as amended, modified, waived or consented to in accordance with paragraph (1) of Exhibit D to the Commitment Letter, collectively, the "Acquisition Agreement"), by and between the Company and Dover Corporation, a Delaware corporation (the "Seller"). In connection with the foregoing, it is intended that: (a) The Company will (i) obtain a senior secured incremental term loan facility in an aggregate principal amount of \$795,000,000 (plus, at the Company's election, an additional amount sufficient to fund any original issue discount or upfront fees payable as a result of the application of any Flex Provisions (as defined in the Arranger Fee Letter) with respect to the Acquisition Term Facility and the Delayed Draw Acquisition Term Facility (as defined below) (the "OID Increase")) as described in Exhibit B to the Commitment Letter (the "Acquisition Term Facility"), which will be established as an incremental term loan facility under the Amended and Restated Credit Agreement dated as of April 1, 2021 (as amended, restated, supplemented or otherwise modified on or prior to the date of the Commitment Letter (including pursuant to the Incremental Assumption and Amendment Agreement dated as of July 21, 2024, among the Company, the other Loan Parties party thereto, the lenders party thereto and the Agent), the "Existing Credit Agreement"), among the Company, the subsidiary borrowers party thereto, the lenders and issuing banks party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, (ii) obtain senior secured incremental revolving facilities in an aggregate amount of \$800,000,000 as described in Exhibit B to the Commitment Letter (collectively, the "Incremental Revolving Facilities" and, together with the Acquisition Term Facility, the "Incremental Acquisition Facilities"), (iii) obtain a senior secured delayed draw incremental term loan facility in an aggregate principal amount of \$455,000,000 (the "Delayed Draw Acquisition Term Facility") under the Existing Credit Agreement, which will, when funded, have the same terms as, and constitute a single fungible Class (as defined in the Existing Credit Agreement) of term loans together with the Acquisition Term Facility and (iv) seek to issue an aggregate principal amount of up to \$750,000,000 in senior unsecured notes (the "Notes") in a Rule 144A private placement and, to the extent the Company is unable to issue the full amount of the Notes on or prior to the Closing Date, -----
----- Exh. A-2 [[6412628]] obtain the senior unsecured bridge facility (the "Bridge Facility" and, together with the Incremental Acquisition Facilities, the "Facilities") described in Exhibit C to the Commitment Letter, in an aggregate principal amount of up to \$750,000,000 less the aggregate amount of gross cash proceeds provided by Notes issued on or prior to the Closing Date; provided that notwithstanding anything to the contrary, the Company may, in its sole discretion, elect to reduce the commitments under the Acquisition Term Facility and/or the Bridge Facility (including the Notes) by an aggregate amount of no greater than \$250 million at any time prior to the commencement of primary syndication for the Acquisition Term Facility or the offering of the Notes (the "Commitment Reduction"). (b) The Incremental Revolving Facilities will replace the existing \$600,000,000 senior secured revolving credit facilities under the Existing Credit Agreement, all Revolving Credit Commitments (as defined in the Existing Credit Agreement) outstanding as of the Closing Date will be terminated, all Revolving Loans (as defined in the Existing Credit Agreement) outstanding as of the Closing Date will be prepaid and fees and expenses incurred in connection therewith will be paid (the "Refinancing"). (c) The proceeds of the Facilities funded on the Closing Date (and any Notes issued in lieu of the Bridge Facilities), together with the proceeds of the Delayed Draw Acquisition Term Facility and cash on hand at the Company and its subsidiaries, will be applied to (i) pay the consideration for, and other amounts owing in connection with, the Acquisition under the Acquisition Agreement, (ii) pay fees and expenses incurred in connection with the Transactions (the "Transaction Costs") and (iii) in the case of the Incremental Revolving

Facilities, fund the Refinancing. (c) The Existing Credit Agreement will be amended to reflect the terms of the Incremental Acquisition Facilities (and, for the avoidance of doubt, the Delayed Draw Acquisition Term Facility) as described in Exhibit B to the Commitment Letter, giving effect to the application of the Flex Provisions, if applicable, and making such other changes as may reasonably be agreed between the Company and the Lead Arrangers. The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the "Transactions". ----- EXHIBIT B

Exh. B-1 [[6412628]] Project Fort \$795,000,000 Senior Secured Incremental Term Facility \$800,000,000 Senior Secured Revolving Facilities Summary of Principal Terms and Conditions Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit B is attached (the "Commitment Letter"), in the Commitment Letter or in the Existing Credit Agreement as in effect on the date of the Commitment Letter, as applicable. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit B shall be determined by reference to the context in which it is used. Unless the context otherwise requires, any reference in this Exhibit B to the Acquisition Term Facility shall also be deemed to be a reference to the Delayed Draw Acquisition Term Facility and any reference to the Acquisition Term Loans shall be deemed to be a reference to the Delayed Draw Acquisition Term Facility, so that when each of the Acquisition Term Facility and the Delayed Draw Acquisition Term Facility are funded on the Closing Date, they shall have the same terms and constitute a single fungible class of term loans under the Amended Credit Agreement (as defined below). Borrower: Terex Corporation, a Delaware corporation (the "Company"). Loans and other extensions of credit under the Incremental Revolving Facilities (as defined below) will also be available to New Terex Holdings UK Limited, a limited company organized under the laws of England, Terex International Financial Services Company Unlimited Company, a company organized under the laws of Ireland, Terex Australia Pty Ltd, a company organized under the laws of Australia and registered in Queensland, Australia (the "Australian Borrower") and Terex International Holdings 2 Limited, a limited company organized under the laws of England and Wales (collectively, the "Subsidiary Borrowers" and together with the Company, the "Borrowers"). Agent: UBS AG, Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch) will act as sole administrative agent and sole collateral agent (in such capacities, the "Agent"), and will perform the duties customarily associated with such roles. Lead Arrangers and Bookrunners: Each of UBS Securities LLC, BofA Securities, Barclays, JPM, BNP Securities, HSBC Securities, Mizuho and SBNA will act as joint lead arrangers and joint bookrunners for the Incremental Acquisition Facilities (as defined below) (in such capacities, the "Arrangers"), and will perform the duties customarily associated with such roles. -----

----- Exh. B-2 [[6412628]] Lenders: A syndicate of banks, financial institutions and other entities arranged by the Arrangers and reasonably acceptable to the Company (collectively, the "Incremental Lenders"). The Incremental Lenders, together with any lenders under the Existing Credit Agreement as of the Closing Date and any party that becomes a lender by assignment in accordance with the provisions to be set forth in the Amended Credit Agreement, are collectively referred to herein as the "Lenders". Acquisition Term Facility: Subject to any Commitment Reduction, a senior secured incremental term loan facility made available to the Company in U.S. dollars in an aggregate principal amount of \$795,000,000 (plus, at the Company's election, an additional amount sufficient to fund any original issue discount or upfront fees payable as a result of the application of the Flex Provisions with respect to the Acquisition Term Facility and the Delayed Draw Acquisition Term Facility) (the "Acquisition Term Facility"). The loans under the Acquisition Term Facility are referred to as the "Acquisition Term Loans", and the Lenders under the Acquisition Term Facility are referred to as the "Acquisition Term Lenders". Incremental Revolving Facilities: Two senior secured revolving credit facilities in an aggregate amount of \$800,000,000 (collectively, the "Incremental Revolving Facilities" and, together with the Acquisition Term Facility, the "Incremental Acquisition Facilities"; the Lenders under the

Incremental Revolving Facilities, the "Incremental Revolving Lenders"), such aggregate amount to be allocated between (a) a U.S. dollar-denominated revolving credit facility in an aggregate amount of \$400,000,000 to be made available to the Company (the "Incremental U.S. Revolving Facility") and (b) a multicurrency revolving credit facility in an aggregate amount of \$400,000,000 to be made available to the Borrowers (the "Incremental Multicurrency Revolving Facility"). The Incremental Multicurrency Revolving Facility (a) will be available to the Borrowers (other than the Australian Borrower), up to the maximum amount of the Incremental Multicurrency Revolving Facility, in U.S. dollars, Euro, Pounds Sterling and such other freely available currencies as are agreed with the Agent and each Lender under the Incremental Multicurrency Revolving Facility from time to time, and (b) will be available to the Australian Borrower in (i) Australian dollars in an aggregate principal amount of up to the equivalent of \$100,000,000 and (ii) U.S. dollars up to the maximum amount of the Incremental Multicurrency Revolving Facility. Loans under both the Incremental U.S. Revolving -----

----- Exh. B-3 [[6412628]] Facility and the Incremental Multicurrency Revolving Facility will be made by all the Lenders thereunder ratably in accordance with their commitments in respect thereof. As used herein, "Senior Facilities" means, collectively, the Acquisition Term Facility, the Incremental Revolving Facilities and any other credit facilities under the Existing Credit Agreement (including the Delayed Draw Acquisition Term Facility). Letters of Credit: A letter of credit subfacility will be made available to the Borrowers on terms substantially the same as those under the Existing Credit Agreement; provided that the aggregate face amount of Letters of Credit that may be issued under the Incremental Revolving Facilities, as well as under any Additional L/C Facility, will be increased to \$500,000,000 and the Additional L/C Facility sublimit will be increased to \$400,000,000. Letters of Credit will be provided by each of the Arrangers (or an affiliate thereof) that is a Revolving Lender (each Issuing Lender that is an Arranger (or an affiliate thereof) being obligated to issue Letters of Credit in an aggregate amount that is proportionate to the amount of its (or its affiliate's) commitments under the Incremental Revolving Facilities as compared to the aggregate amount of the commitments under the Incremental Revolving Facilities of all the Arrangers (or their affiliates) that are Revolving Lenders) or one or more other Revolving Lenders that is designated by the Company and agrees to act in such capacity (each of the foregoing, in such capacity, an "Issuing Bank"). Letters of Credit will be available on substantially the same terms and conditions as set forth in the Existing Credit Agreement and shall be subject to the customary procedures of the applicable Issuing Bank. For the avoidance of doubt, Letters of Credit issued under the Existing Credit Agreement will remain outstanding under the Amended Credit Agreement. Swingline Loans: A portion of the Incremental U.S. Revolving Facility not in excess of \$100,000,000 (the "U.S. Swingline Loans"), and a portion of the Incremental Multicurrency Revolving Facility not in excess of the equivalent of \$100,000,000 (the "Multicurrency Swingline Loans" and, together with the U.S. Swingline Loans, the "Swingline Loans") will be available for short-term borrowings from one or more of the Revolving Lenders that are (a) designated by the Company and (b) agree in writing to such designation (each of the foregoing, in such capacity, a "Swingline Lender") on terms to be agreed. -----

----- Exh. B-4 [[6412628]] Contract Loans: Substantially consistent with the Existing Credit Agreement, the Borrowers may utilize availability under the Incremental Revolving Facilities for Contract Loans provided by any Revolving Lender, with any Contract Loans reducing availability under the Incremental Revolving Facilities on a dollar-for-dollar basis; provided that the Aggregate Contract Loan Exposure will be increased to \$500,000,000 (it being understood that any such Contract Loans will not reduce any such Lender's commitments thereunder or affect the calculation of any fees (including Facility Fees (as defined below) in respect of the Incremental Revolving Facilities). Any Contract Loans will be deemed to be loans outstanding under the applicable Incremental Revolving Facility and will be secured by the Collateral (as defined below). Additional Incremental Facilities: Substantially consistent with the Existing Credit Agreement, the Borrowers will have the right, from time to time on one or more occasions, to (x) add

one or more additional incremental term facilities and/or increase the term loans under the Acquisition Term Facility (each, an "Additional Incremental Term Facility") and/or (y) add one or more incremental revolving credit facilities and/or to increase the Revolving Credit Commitments (each, an "Additional Incremental Revolving Credit Facility" and, together with the any Additional Incremental Term Facilities, collectively, the "Additional Incremental Facilities"), in an aggregate outstanding principal amount not to exceed: (a) the greater of (i) \$925 million and (ii) an amount equal to 100% of Consolidated EBITDA (as defined below) calculated on a pro forma basis for the most recently completed four consecutive fiscal quarters for which financial statements are internally available (a "Test Period") (this clause (a), the "Fixed Incremental Amount"); plus (b) an unlimited amount, so long as (i) in the case of any Additional Incremental Facility that is secured by a lien on the Collateral that is pari passu with the liens securing the Senior Facilities ("First Lien Debt"), the First Lien Net Leverage Ratio (as defined below) does not exceed (A) 2.75:1.00 or (B) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the greater of (I) 2.75:1.00 and (II) the First Lien Net Leverage Ratio immediately prior thereto, (ii) in the case of any Additional Incremental Facility that is secured by a lien on the Collateral that is -----

----- Exh. B-5 [[6412628]] junior to the lien securing the Senior Facilities ("Junior Lien Debt"), at the election of the Company, either (A) the Total Net Leverage Ratio (as defined below) does not exceed (I) 3.75:1.00 or (II) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the greater of (X) 3.75:1.00 and (Y) the Total Net Leverage Ratio immediately prior thereto or (B) the Interest Coverage Ratio (to be defined in a manner substantially consistent with the definition of such term set forth in the Existing Credit Agreement) is not less than (I) 2.00:1.00 or (II) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the lesser of (1) 2.00:1.00 and (2) the Interest Coverage Ratio immediately prior thereto or (iii) in the case of any Additional Incremental Facility that is unsecured, at the election of the Company, either (A) the Total Net Leverage Ratio does not exceed (I) 4.00:1.00 or (II) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the greater of (X) 4.00:1.00 and (Y) the Total Net Leverage Ratio immediately prior thereto or (B) the Interest Coverage Ratio is not less than (I) 2.00:1.00 or (II) if incurred in connection with any acquisition or other similar Investment, the lesser of (1) 2.00:1.00 and (2) the Interest Coverage Ratio immediately prior thereto, in each case described in this clause (b), (x) calculated on a pro forma basis as of the end of the most recently ended Test Period, including the application of the proceeds thereof (without "netting" the cash proceeds of the applicable Additional Incremental Facility or of any debt incurred concurrently therewith), giving pro forma effect to any related transaction in connection therewith and all customary pro forma events and adjustments and (y) in the case of any Additional Incremental Facility then being established, assuming a full drawing of such Additional Incremental Facility (this clause (b), the "Incurrence-Based Incremental Amount"); plus (c) in the case of an Additional Incremental Facility that serves to effectively extend the maturity of any class of the Senior Facilities, any Revolving Loans, any Additional Incremental Facility, any Refinancing Loans and any Ratio Debt (as defined below), in each case, that constitutes First Lien Debt, an amount equal to the -----

----- Exh. B-6 [[6412628]] portion of the relevant facility that will be replaced by such Additional Incremental Facility, plus (d) all voluntary prepayments, loan buybacks and repurchases of the Senior Facilities (including any Additional Incremental Facility), including pursuant to the "yank-a-bank" provisions to be set forth in the Senior Facilities Documentation, and other indebtedness that constitutes First Lien Debt (in the case of revolving indebtedness, to the extent accompanied by a commitment reduction of equal amount) (other than any such indebtedness outstanding in reliance on the Fixed Incremental Amount), in each case based on the principal amount repaid (to the extent not funded with the proceeds of long-term indebtedness (other than revolving indebtedness)) (minus indebtedness previously incurred under this basket,

whether incurred as an Additional Incremental Facility or under the Ratio Debt Basket); the sum of the amounts set forth in clauses (a), (b), (c) and (d) above, the "Incremental Amount"; provided that, the incurrence of any Indebtedness under any Additional Incremental Facility shall be conditioned on there being no default or event of default in existence at the time of, or immediately after giving effect thereto (subject to the LCT Provisions referred to below), provided further that, (x) unless the Borrower elects otherwise, each Additional Incremental Facility will be deemed incurred first under clause (b) of the Incremental Amount, with the balance, if applicable, incurred under clause (c) and then under clause (d) and then under clause (a), and if an Incremental Facility is incurred simultaneously in part under clause (b) and in part under clauses (c), (d) and/or (a), the Borrower shall not be required to give pro forma effect to amounts incurred under clauses (c), (d) and/or (a) when calculating availability under clause (b) and (y) Loans incurred under the Additional Incremental Facilities pursuant to clauses (a), (c) or (d) will be subject to automatic reclassification as being incurred under clause (b) upon achievement of the applicable leverage or interest coverage ratio specified in clause (b). The terms and conditions of any Additional Incremental Facility will be as agreed by the Borrowers and the lenders providing such Additional Incremental Facility, subject to parameters substantially similar to the parameters set forth in the Existing Credit Agreement (such parameters, as modified -----

----- Exh. B-7 [[6412628]] below, the "Incremental Parameters"), provided that at the time of the implementation of any Additional Incremental Facility: (i) in the case of any Additional Incremental Term Facility, if after giving effect to the incurrence thereof any Acquisition Term Loans shall remain outstanding, then such Additional Incremental Term Facility (A) will have a final maturity date no earlier than the Latest Maturity Date applicable on such date to Term Loans (including the Acquisition Term Loans) and (B) the weighted average life to maturity applicable to such Additional Incremental Term Facility will not be shorter than the remaining weighted average life to maturity of the Acquisition Term Facility (without giving effect to any prepayment that would otherwise modify the weighted average life to maturity of the Acquisition Term Facility); provided that the requirements described in clauses (A) and (B) above shall not apply to (w) any Additional Incremental Term Facility in the form of customary one year bridge loans that are convertible or exchangeable into other instruments meeting the requirements set forth in clauses (A) and (B) above, (x) any Additional Incremental Term Facility with customary prepayment terms in connection with customary escrow arrangements (the "Customary Escrow Exception"), (y) Indebtedness in an aggregate principal amount of up to the greater of (1) \$925 million and (2) an amount equal to 100% of Consolidated EBITDA, calculated on a pro forma basis for the most recently ended Test Period (such amount, the "Inside Maturity Amount") less the aggregate outstanding principal amount of Indebtedness previously incurred in reliance on the Inside Maturity Amount or (z) customary "term A" loans; (ii) in the case of any Additional Incremental Term Facility denominated in U.S. dollars that (A) consists of broadly syndicated floating rate "term B" loans secured on a pari passu basis with the Acquisition Term Loans (without regard to remedies) and (B) is scheduled to mature prior to the date that is one year after the Acquisition Term Loan Maturity Date, then the effective yield applicable to such Additional Incremental Term Facility shall not be more than 0.50% higher than the effective yield applicable to the Acquisition Term Loans (such difference, the "MFN Spread"), unless the effective yield applicable to the Acquisition Term Loans is adjusted to be equal to the effective yield applicable to -----

----- Exh. B-8 [[6412628]] such Additional Incremental Term Facility minus the MFN Spread; provided that this clause (ii) (x) will only be effective until the date that is one year after the Closing Date and (y) shall not apply in respect of (1) Additional Incremental Term Facilities in an aggregate principal amount (in the aggregate with other Additional Incremental Term Facilities excepted under this proviso) of up to the greater of \$925 million and 100% of Consolidated EBITDA or (2) any Additional Incremental Facility that is incurred in connection with any acquisition or similar Investment permitted under the Acquisition Term Facility Documentation (the provisions of this clause (ii), the "MFN Provision"). The

Borrowers may seek commitments in respect of the Additional Incremental Facilities from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and additional banks, financial institutions and other institutional lenders who will become Lenders in connection therewith. As used herein: "First Lien Net Leverage Ratio" means the ratio of (a) (i) debt for borrowed money, (ii) obligations evidenced by bonds, debentures, notes or similar instruments and (iii) unreimbursed letter of credit drawings, in each case, that are secured by a lien on any assets of the Company or any of its Restricted Subsidiaries that is pari passu with the liens on the Collateral securing the Senior Facilities, excluding, for the avoidance of doubt, indebtedness in respect of capitalized leases and purchase money indebtedness (net of all unrestricted cash and cash equivalents of the Company and its Restricted Subsidiaries) to (b) Consolidated EBITDA for the most recently ended Test Period. "Total Net Leverage Ratio" means the ratio of (a) (i) debt for borrowed money, (ii) obligations evidenced by bonds, debentures, notes or similar instruments, (iii) unreimbursed letter of credit drawings and (iv) indebtedness in respect of capitalized leases and purchase money indebtedness (net of all unrestricted cash and cash equivalents of the Company and its Restricted Subsidiaries) to (b) Consolidated EBITDA for the most recently ended Test Period. "Consolidated EBITDA" (and, without duplication, component definitions, including, without limitation, "Consolidated Net Income") will be calculated and defined in a manner consistent with the Existing Credit Agreement except -----

----- Exh. B-9 [[6412628]] that it will include an adjustment for (x) the amount of pro forma "run rate" cost savings, operating expense reductions and cost synergies (but not, for the avoidance of doubt, revenue synergies) (in each case, net of amounts actually realized and only to the extent reasonably identifiable and factually supportable (in each case, as determined by the Company in good faith)) related to the Transactions that are projected by the Company in good faith to result from actions that either have been taken, with respect to which substantial steps have been taken or that are expected to be taken within 18 months of the Closing Date (in the good faith determination of the Company) and (y) the amount of pro forma "run rate" cost savings, operating expense reductions and cost synergies (but not, for the avoidance of doubt, revenue synergies) (in each case net of amounts actually realized and only to the extent reasonably identifiable and factually supportable (in each case, as determined by the Company in good faith)) related to acquisitions, dispositions and other specified transactions, or related to cost savings initiatives that are projected by the Company in good faith to result from actions that have been taken, with respect to which substantial steps have been taken or that are expected to be taken within 18 months after the date of consummation of such acquisition, disposition or other specified transaction or the initiation of such initiative (in the good faith determination of the Company); provided that the amount added to Consolidated EBITDA pursuant to clause (y) above for any Test Period shall be capped at an amount equal to 25% of Consolidated EBITDA for such Test Period (determined after giving effect to such adjustment without giving effect to this proviso). Amend and Extend

Provisions: The Borrowers will have the right to offer to all lenders under a class of loans or commitments the option to extend the maturity of such lenders' loans or commitments on customary terms substantially consistent with those set forth in the Existing Credit Agreement. Purpose: The proceeds of the Acquisition Term Loans will be used to finance all or a portion of the Transactions (including the payment of Transaction Costs). The proceeds of loans under the Incremental Revolving Facilities may be used (a) on the Closing Date (i) to finance all or a portion of the Transactions (including the payment of Transactions Costs), (ii) (A) for working capital needs, (B) for other general corporate purposes and (C) to finance the Refinancing, (iii) to finance purchase price adjustments under the Acquisition Agreement (including with respect to the -----

----- Exh. B-10 [[6412628]] amount of any cash, cash equivalents, marketable securities and/or working capital to be acquired) and (iv) to fund any other payments contemplated by the Acquisition Agreement; provided that the aggregate principal amount of loans borrowed on the Closing Date under the Incremental Revolving Facilities for the purposes described in clauses (i) (other than the

payment of Transaction Costs), (ii)(B) and (iv) above (in each case, except if such purpose is also described in clause (ii)(A), (ii)(C) or (iii) above) will not exceed \$50,000,000 (provided that it is understood that the Company may, notwithstanding the foregoing, draw on the Revolving Credit Commitments (as defined in the Existing Credit Agreement) to fund the Acquisition to the extent permitted under the Existing Credit Agreement); and (b) after the Closing Date, for working capital needs and other general corporate purposes (including the making of dividends and other distributions in respect of its equity interests, the repurchase of equity interests in the Company, the repayment or other retirement of indebtedness and the financing of permitted acquisitions, in each case, to the extent permitted by the Credit Agreement). Availability: The full amount of the Acquisition Term Facility must be drawn in a single drawing on the Closing Date. Amounts borrowed under the Acquisition Term Facility that are repaid or prepaid may not be reborrowed. Loans under the Incremental Revolving Facilities will be available on a revolving basis during the period commencing on (and including) the Closing Date, subject to the limitations set forth under "Purpose" above, and ending on the date that is five years after the Closing Date (the "Incremental Revolving Termination Date"). Amounts repaid under the Incremental Revolving Facilities may be reborrowed. ABR loans (as defined in Annex I hereto) will be available on a same-day basis. Interest Rates and Fees: As set forth on Annex I hereto. -----

----- Exh. B-11 [[6412628]] Final Maturity and Amortization: The Acquisition Term Facility will mature on the date that is seven years after the Closing Date (the "Acquisition Term Loan Maturity Date"), and, commencing on the last business day of the second full fiscal quarter ending after the Closing Date, will amortize in equal quarterly installments in an aggregate annual amount equal to 1.0% of the original principal amount of the Acquisition Term Facility, with the balance payable on the Acquisition Term Loan Maturity Date.

The Incremental Revolving Facilities will mature and the commitments thereunder will terminate on the Incremental Revolving Termination Date. Guarantees: The Incremental Acquisition Facilities will be unconditionally guaranteed on a pari passu basis with all other obligations under the Existing Credit Agreement by the same Guarantors as set forth in the Existing Credit Agreement including members of the Acquired Business that are joined as Guarantors pursuant to, and in accordance with, the terms of the Existing Credit Agreement (each, a "Subsidiary Guarantor" and, together with the Borrowers, the "Loan Parties"); provided that (w) the definition of "Material U.S. Restricted Subsidiaries" set forth in the Existing Credit Agreement will be amended to (i) delete clause (a) therein, and (ii) provide that such subsidiaries shall individually have assets or revenue exceeding 10% of the total tangible assets or revenue of the Company on a consolidated basis, as applicable (or, in the case of all such subsidiaries in the aggregate, 15% of the total tangible assets or revenue of the Company on a consolidated basis, as applicable), (x) amend the definition of "Material First Tier Non-U.S. Subsidiaries" set forth in the Existing Credit Agreement to provide that such subsidiaries shall individually have assets or revenue exceeding 10% of the total tangible assets or revenue of the Company on a consolidated basis, as applicable, and (y) replace the definition of "Excluded Subsidiary" set forth in the Existing Credit Agreement with the definition set forth below. "Excluded Subsidiary" means any subsidiary of the Company that is, at any time of determination, (i) not a wholly owned subsidiary, (ii) a special purpose securitization vehicle (or similar entity), including any receivables subsidiary created pursuant to a transaction permitted under the Existing Credit Agreement, (iii) a joint venture, (iv) a not-for-profit subsidiary, (v) a captive insurance subsidiary, (vi) a controlled foreign corporation, (vii) a subsidiary of the Company that has no material assets other than (a) capital stock (or capital stock and indebtedness) of one or more direct or indirect foreign -----

----- Exh. B-12 [[6412628]] subsidiaries that are controlled foreign corporations or (b) capital stock (or capital stock and indebtedness) of a subsidiary that holds no material assets other than those described in clause (a) above (a "Foreign Subsidiary Holdco"), (viii) a subsidiary of a controlled foreign corporation or Foreign Subsidiary Holdco, (ix) an unrestricted subsidiary, (x) any foreign subsidiary, (xi) any immaterial subsidiary, (xii) a subsidiary for which the granting of a pledge or

security interest would be prohibited or restricted by applicable law (including financial assistance, fraudulent conveyance, preference, thin capitalization or other similar laws or regulations), whether on the Closing Date or thereafter or by contract existing on the Closing Date, or, if such subsidiary is acquired after the Closing Date, by contract existing when such subsidiary is acquired (so long as such prohibition is not created in contemplation of such acquisition), including any requirement to obtain the consent of any governmental authority or third party (unless such consent has been obtained), (xiii) to the extent any indebtedness incurred by a Restricted Subsidiary prior to becoming a Restricted Subsidiary (and not incurred in contemplation of such Restricted Subsidiary becoming a Restricted Subsidiary) prohibits such Restricted Subsidiary (and any subsidiary thereof) from becoming a guarantor, (xiv) for which the cost of providing a guarantee is excessive in relation to the value afforded thereby (as reasonably determined in good faith by the Terex and the Administrative Agent) or (xv) any subsidiary for which the provision of a guarantee could reasonably be expected to result in adverse tax consequences (that are not de minimis) as reasonably determined in good faith by the Terex in consultation with the Administrative Agent. Security: Subject, on the Closing Date, to the Limited Conditionality Provisions, the Incremental Acquisition Facilities and the Guarantees will be secured on a pari passu basis with the other obligations under the Existing Credit Agreement by liens on the Collateral required to secure the obligations under the Existing Credit Agreement (collectively, the "Collateral"). The Collateral will not include any Excluded Assets, which will (together with the component definitions) be defined in the Amended Credit Agreement in a manner substantially consistent with the definition of such term set forth in the Existing Credit Agreement; provided that (i) the definition of "Material Owned Real Property" set forth in the Existing Credit Agreement will be amended to increase the threshold set forth therein to \$25,000,000 and (ii) the definition of "Excluded Assets" will include any asset if the granting of a security interest therein could reasonably be expected to result in -----

--- Exh. B-13 [[6412628]] adverse tax consequences (that are not de minimis) as reasonably determined in good faith by the Terex in consultation with the Administrative Agent. Mandatory Prepayments: Loans under the Acquisition Term Facility shall be prepaid (without premium or penalty) with: (a) the Required Excess Cash Flow Percentage (as defined below) of Excess Cash Flow (to be defined in a manner substantially consistent with the definition of such term set forth in the Existing Credit Agreement) for each 12- month period ending December 31 (each such period, an "ECF Period"), commencing with the first full ECF Period ending after the Closing Date; provided that Excess Cash Flow prepayment obligations shall be reduced on a dollar-for-dollar basis by (i) the amount of cash paid by the Company or any of its Restricted Subsidiaries in respect of any voluntary prepayments, debt buybacks and repurchases of loans under the Acquisition Term Facility, the Revolving Loans or of any other indebtedness that constitutes First Lien Debt (in the case of any revolving indebtedness, to the extent accompanied by a commitment reduction of equal amount), (ii) restricted payments, permitted investments or permitted acquisitions, payment of an earnout or seller note or note converted from an earnout, capital expenditures and certain other cash expenditures and (iii) an amount to be agreed; provided, that unused amounts under clauses (a)(i), (a)(ii) or (a)(iii) may be used in future ECF Periods and any such amount from any succeeding ECF Period may be applied to the then- applicable ECF Period. (b) the Required Asset Sale Percentage (as defined below) of the net cash proceeds in excess of the greater of \$235 million and 25% of Consolidated EBITDA per any individual transaction or series of related transactions (with only amounts in excess of such amount being subject to such prepayment obligation) received by the Company or any Subsidiary Guarantor in respect of (i) certain sales, transfers or other dispositions of Collateral pursuant to the 75% cash consideration asset sale basket or (ii) casualty or condemnation events in respect of assets constituting Collateral (but excluding business interruption insurance proceeds) (in each case, subject to reinvestment in the business of the Company or any of its Restricted Subsidiaries within 12 months following receipt (such 12-month period, the "Initial -----

----- Exh. B-14 [[6412628]] Reinvestment Period") (or if the Company or its Restricted Subsidiaries have committed to reinvest such proceeds within the Initial Reinvestment Period, reinvestment within six months following the Initial Reinvestment Period); and (c) 100% of the net cash proceeds of issuances, offerings or placements of debt obligations of the Company and its Restricted Subsidiaries (other than net cash proceeds of any debt obligations permitted under the Amended Credit Agreement). As used herein: "Required Excess Cash Flow Percentage" means if the First Lien Net Leverage Ratio as of the last day of the applicable ECF Period is (a) greater than 3.25:1.00, 50%, (b) less than or equal to 3.25:1.00 and greater than 2.75:1.00, 25% and (c) less than or equal to 2.75:1.00, 0%. "Required Asset Sale Percentage" means (a) if the First Lien Net Leverage Ratio is greater than 3.25:1.00, 100%, (b) if the First Lien Net Leverage Ratio is less than or equal to 3.25:1.00 and greater than 2.75:1.00, 50% and (c) if the First Lien Net Leverage Ratio is less than or equal to 2.75:1.00, 0%, in each case, with the First Lien Net Leverage Ratio to be determined at the time the relevant prepayment would otherwise be required. The above described mandatory prepayments shall be applied to the remaining scheduled installments of principal of the Acquisition Term Facility as directed by the Company (or, in the case of no direction, in direct order of maturity); provided, that, in the case of any mandatory prepayment described in clauses (a) and (b) of the immediately preceding paragraph, at the Company's option, outstanding indebtedness that is secured by the collateral on a pari passu basis may be repaid on a pro rata basis to the extent required by the terms thereof. Notwithstanding the foregoing, no mandatory prepayment under clause (c) above shall be required to the extent that the proceeds of the debt issuance are required to be applied to the prepayment of the Bridge Facility (including in respect of the Extended Term Loans). Notwithstanding the foregoing, mandatory prepayments described in clause (a) or (b) of the first paragraph of this Mandatory Prepayments section (including insurance and condemnation proceeds) will (x) be limited, in the case of non- U.S. subsidiaries, to the extent a distribution of the relevant -----

----- Exh. B-15 [[6412628]] amounts would result in material adverse tax consequences, (y) be subject to permissibility under local law of upstreaming proceeds (including financial assistance and corporate benefit restrictions and fiduciary and statutory duties of the relevant directors) and (z) be subject to compliance with material constituent document restrictions (including as a result of minority ownership by third parties) and other material agreements (so long as any such prohibition is not created in contemplation of such prepayment). Any Lender may elect not to accept any mandatory prepayment described in clause (a) or (b) of the first paragraph of this Mandatory Prepayments section (each a "Declining Lender"). Any prepayment amount declined by a Declining Lender may be retained by the Company and the Restricted Subsidiaries and added to the "builder basket" of the Available Amount Basket. Voluntary Prepayments and Reductions in Commitments: The Incremental Acquisition Facilities may be prepaid, and commitments under the Incremental Revolving Facilities may be reduced, in whole or in part, without premium or penalty (other than as described under the heading "Acquisition Term Loan Prepayment Fee" below and subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Fixed Rate borrowings other than on the last day of the relevant interest period), in minimum amounts and in accordance with the notice requirements substantially consistent with those set forth in the Existing Credit Agreement. Acquisition Term Loan Prepayment Fee: Notwithstanding the foregoing, in the event that, prior to the six-month anniversary of the Closing Date, (i) the Company prepays any loans under the Acquisition Term Facility in connection with a Repricing Transaction (to be defined in a manner substantially consistent with the definition of such term set forth in Existing Credit Agreement, except such definition shall be limited to transactions the primary purpose of which is to reduce the effective interest cost or weighted average yield of the Acquisition Term Facility) or (ii) the Amended Credit Agreement is amended to effect a Repricing Transaction in respect of the Acquisition Term Facility and a Lender is required to assign loans under the Acquisition Term Facility as a result of its failure to consent to such amendment, then the loans so prepaid or so assigned, as the case may

be, will be accompanied by a payment of 1.00% of the aggregate principal amount thereof; provided that such premium shall not apply to any prepayment or amendment in connection with (a) Transformative Transaction (to be defined in the Amended Credit Agreement to be (1) any acquisition, similar Investment -----
----- Exh. B-16 [[6412628]] or disposition that (x) is not permitted by the terms of the Amended Credit Agreement or (y) if permitted by the terms of the Amended Credit Agreement, would not provide the Company and its subsidiaries with adequate flexibility under the Amended Credit Agreement for the continuation and/or expansion of their operations following the consummation of such acquisition, Investment or disposition, as determined by the Company in good faith), (2) any material acquisition that involves an upsize of the Acquisition Term Facility or (3) any material disposition that involves a downsize of the Acquisition Term Facility, (b) any material acquisition or similar Investment, (c) any material dispositions or (d) any Change in Control. Senior Facilities Documentation: The Incremental Acquisition Facilities will be established pursuant to, and in accordance with, Section 2.27 of the Existing Credit Agreement and will be documented as an amendment to the Existing Credit Agreement (the "Senior Facilities Documentation"), which will provide that the Existing Credit Agreement will be amended to contain the terms and conditions set forth in the Commitment Letter (subject, to the extent applicable, to the Flex Provisions) (as so amended, the "Amended Credit Agreement"). The Senior Facilities Documentation will be negotiated in good faith by the Company and the Commitment Parties giving effect to the Limited Conditionality Provisions. For purposes hereof, including the Commitment Letter and all attachments thereto, the terms "substantially similar to the Existing Credit Agreement," "consistent with the Existing Credit Agreement," and words of similar import mean substantially the same as the Existing Credit Agreement with modifications (a) as are necessary to reflect the terms specifically set forth in the Commitment Letter (including the exhibits thereto) and the Fee Letters, (b) to reflect any changes in law or accounting standards since the date of the Existing Credit Agreement, (c) to accommodate the structure of the Acquisition, (d) to permit reclassification among the baskets of each applicable negative covenant, (e) in the event of an OID Increase, to reflect a corresponding increase to the leverage ratios set forth herein to reflect the higher Closing Date leverage resulting therefrom, (f) to include customary "net short" provisions reasonably acceptable to the Arrangers (including exceptions for, among other things, regulated banks and revolving credit facility lenders and their respective affiliates) and (g) to the extent not inconsistent with the terms of the Commitment Letter (including all exhibits thereto), as ----- Exh. B-17 [[6412628]] agreed by the Company and the Arrangers after good faith consideration of comments from the Arrangers and the syndicate of Lenders, on one hand, or the Company, on the other (the "Incremental Documentation Principles"). LCT Provisions: To the extent that the Amended Credit Agreement requires (a) compliance with any financial ratio or test, (b) the absence of any default or event of default (or any type of default or event of default), (c) the accuracy of any representation or warranty or (d) compliance with availability under any basket (including any basket measured as a percentage of Consolidated EBITDA or consolidated total assets), in each case, as a condition to the consummation or making of any acquisition or similar Investment, any disposition and/or any Restricted Payment or Restricted Debt Payment (and/or, in each case, the consummation of any related transaction, including any related assumption or incurrence of any Indebtedness (other than the incurrence of Revolving Loans) or liens and/or any designation of Restricted Subsidiaries or unrestricted subsidiaries), the determination of whether the relevant condition is satisfied may be made, at the election of the Company: (i) in the case of any acquisition or similar Investment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement (or at the time of the commencement of a tender or similar offer) therefor or (y) the consummation thereof; (ii) in the case of any disposition, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement therefor or (y) the consummation

thereof; and/or (iii) in the case of any Restricted Payment or Restricted Debt Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of irrevocable (which may be conditional) notice therefor or (y) the making of such Restricted Payment or Restricted Debt Payment; in each case, after giving effect on a pro forma basis to the relevant acquisition, Investment, disposition, Restricted Payment and/or Restricted Debt Payment (and the related transactions) (the foregoing, the "LCT Provisions"). ----- Exh. B-18

[[6412628]] Representations and Warranties: Subject, on the Closing Date, to the Limited Conditionality Provisions, substantially similar to those set forth in the Existing Credit Agreement, limited to the following: organization, corporate power, authorization and enforceability; governmental approvals; accuracy of financial statements; no material adverse change; title to properties and possession under leases; subsidiaries; absence of material litigation; no violation of agreements or instruments; compliance with laws (including benefits, margin regulations and environmental laws); filing of material tax returns and payment of material taxes; inapplicability of the Investment Company Act; solvency; use of proceeds; insurance; labor matters; locations of material owned real property; environmental matters; accuracy of information; OFAC and sanctioned persons; FCPA and other anti-bribery; PATRIOT Act and other anti-money laundering; and validity, priority and perfection of security interests in the Collateral. Conditions Precedent to Initial Borrowing: The availability of the Incremental Acquisition Facilities on the Closing Date will be subject only to the applicable conditions precedent set forth in Section 6 of, and Exhibit D to, the Commitment Letter. Conditions Precedent to all Borrowings after the Closing Date: Substantially similar to those set forth in the Existing Credit Agreement, limited to the following: delivery of notice, accuracy of representations and warranties in all material respects (or, if qualified by materiality, in all respects) and absence of Defaults and Events of Default. Affirmative Covenants: Substantially similar to those set forth in the Existing Credit Agreement, limited to the following: maintenance of corporate existence and rights; performance of obligations; delivery of audited financial statements, unaudited consolidated financial statements and other financial information and notices of default, litigation and other items that could reasonably be expected to result in a material adverse effect; maintenance of properties in working order; maintenance of reasonably satisfactory insurance; compliance with laws (including benefits and environmental laws) in all material respects; preparation of environmental reports; use of proceeds; maintenance of records and inspection of books and properties; maintenance of ratings; further assurances; OFAC and sanctioned persons; FCPA and other anti-bribery; PATRIOT ACT and other anti-money laundering; Significant Control Regime; and payment of material taxes and other obligations. ----- Exh. B-19

[[6412628]] Notwithstanding the foregoing, the following Affirmative Covenants will be revised as follows: (a) the reporting covenant will be revised to (i) require "consolidated" financial statements only (i.e., by removing the "consolidating" requirement) and (ii) permit qualifications and exceptions in the audit opinion for (1) an upcoming maturity date, (2) any potential inability to satisfy any financial covenant on a future date or for a future period, (3) a breach of any financial covenant and (4) the activities, operations, financial results, assets or liabilities of any unrestricted subsidiary; and (b) the materiality qualifiers in the following covenants shall be revised to use a "material adverse effect" standard: (i) existence (other than with respect to any Borrower), business and properties, (ii) insurance, (iii) obligations and taxes, (iv) employee benefits, (v) compliance with environmental laws and (vi) preparation of environmental reports. Negative Covenants: Substantially consistent with those set forth in the Existing Credit Agreement, except: (a) the covenant limiting Indebtedness (to be defined in a manner substantially consistent with the definition of such term set forth in the Existing Credit Agreement), will include exceptions for: (i) an unlimited amount of Indebtedness incurred by the Company or any of its Restricted Subsidiaries, so long as (x) no default or event of default exists or would result therefrom and (y) after giving pro forma effect thereto (this clause (a)(i), the "Ratio Debt Basket", and the debt incurred hereunder, "Ratio Debt"): (A) if such debt

constitutes First Lien Debt, the First Lien Net Leverage Ratio does not exceed (1) 2.75:1.00 or (2) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the greater of (X) 2.75:1.00 and (Y) the First Lien Net Leverage Ratio immediately prior thereto; -----

----- Exh. B-20 [[6412628]] (B) if such debt constitutes Junior Lien Debt, at the election of the Company, either (1) the Total Net Leverage Ratio does not exceed (X) 3.75:1.00 or (Y) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the greater of (I) 3.75:1.00 and (II) the Total Net Leverage Ratio immediately prior thereto or (2) the Interest Coverage Ratio is not less than (X) 2.00:1.00 or (Y) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the lesser of (I) 2.00:1.00 and (II) the Interest Coverage Ratio immediately prior thereto; or (C) if such debt is unsecured, at the election of the Company, either (1) the Total Net Leverage Ratio does not exceed (X) 4.00:1.00 or (Y) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the greater of (I) 4.00:1.00 and (II) the Total Net Leverage Ratio immediately prior thereto or (2) the Interest Coverage Ratio (as defined below) is not less than (X) 2.00:1.00 or (Y) if incurred in connection with any acquisition or other similar Investment permitted by the Senior Facilities Documentation, the lesser of (I) 2.00:1.00 and (II) the Interest Coverage Ratio immediately prior thereto; provided that (w) the aggregate outstanding principal amount of Ratio Debt incurred or guaranteed by Restricted Subsidiaries that are not Subsidiary Guarantors shall not exceed the greater of \$465 million and 50% of Consolidated EBITDA (the "Non-Guarantor Debt Cap"), (x) the relevant ratio test will be calculated on a pro forma basis as of the end of the most recently completed Test Period, including the application of the proceeds thereof (but without "netting" the cash proceeds thereof or of any debt incurred concurrently therewith), giving effect to any related transaction in connection therewith and all customary pro forma events and adjustments, (y) the Acquisition Term Loans will benefit from the MFN Provision ----- Exh. B-21 [[6412628]] as a result of the

issuance or incurrence of any Ratio Debt in the form of U.S. dollar denominated, broadly syndicated floating rate "term B" loans secured on a pari passu basis with the Acquisition Term Loans (without regard to remedies) and (z) the maturity and weighted average life to maturity restrictions set forth in the Incremental Parameters and all related baskets, thresholds and exceptions shall apply to Ratio Debt; (ii) so long as no default or event of default exists or would result therefrom, Indebtedness assumed in connection with any acquisition or similar Investment, or purchase money indebtedness or capital lease obligations incurred in the ordinary course of business in an aggregate outstanding principal amount not to exceed the sum of (A) the greater of \$280 million and 30% of Consolidated EBITDA and (B) an unlimited additional amount, so long as in the case of this clause (B), after giving pro forma effect thereto, and to any related transactions in connection therewith and all customary pro forma events and adjustments, the First Lien Net Leverage Ratio, Total Net Leverage Ratio or Interest Coverage Ratio, as applicable, that would apply if such Indebtedness were incurred pursuant to the Ratio Debt Basket does not exceed the applicable ratio test thereunder; (iii) debt of Non-U.S. Subsidiaries in an aggregate outstanding principal amount not to exceed the greater of \$695 million and 75% of Consolidated EBITDA; (iv) (A) Indebtedness in an amount equal to the Available Amount (to the extent not applied to make Investments, Restricted Debt Payments, or Restricted Payments in reliance on the Available Amount) plus (B) Indebtedness utilizing the unused amount of the General Restricted Payment Basket (as defined below) (with the Available Amount or the General Restricted Payment Basket, as applicable, to be reduced by the amount of such Indebtedness outstanding under this clause (iv) on a dollar-for-dollar basis); ---

----- Exh. B-22 [[6412628]] (v) so long as no default or event of default exists or would result therefrom, a general debt basket in an aggregate outstanding principal amount not to exceed the greater of \$695 million and 75% of Consolidated EBITDA (the "General Debt Basket"); (vi) debt in respect of Retained Recourse Equipment Loans so long as the Retained Recourse Amount does not

exceed \$1,000,000,000; (vii) debt in respect of any Additional L/C Facility; provided that (x) Additional L/C Exposure shall not exceed \$400,000,000 at any time and (y) the sum of L/C Exposure and the Additional L/C Exposure shall not exceed \$500,000,000 at any time; (viii) debt in respect of Contract Loans; provided that the Aggregate Contract Loan Exposure at any time shall not exceed \$500,000,000; and (ix) a customary incremental equivalent debt basket; provided that such incremental equivalent debt may be incurred by the Company or any Subsidiary Guarantor and (A) shall be subject to, and shall constitute usage of, the Incremental Amount, (B) if secured, may not be secured by any assets other than Collateral (subject to customary exceptions to be agreed), (C) if guaranteed, may not be guaranteed by any person that is not a Loan Party (subject to customary exceptions to be agreed), (D) shall be subject to the limitations on maturity and weighted average life to maturity applicable to Additional Incremental Facilities and (E) in the case of U.S. dollar denominated, broadly syndicated floating rate "term B" loans secured on a pari passu basis with the Acquisition Term Loans (without regard to remedies), shall be subject to the MFN Provision (including all qualifications and exclusions thereto); (b) the covenant limiting Liens (to be defined in a manner substantially consistent with the definition of such term set forth in the Existing Credit Agreement), will include exceptions for: ----- Exh. B-23 [[6412628]] (i) Liens securing Indebtedness or any other obligation in an aggregate outstanding principal amount not to exceed the greater of \$925 million and 100% of Consolidated EBITDA (the "General Liens Basket"), which may be secured on a pari passu basis with the Senior Facilities; (ii) Liens on receivables of Non-U.S. Subsidiaries in respect of performance bonds and similar obligations in an aggregate principal amount not to exceed \$200,000,000; and (iii) any Lien securing Indebtedness incurred under clause (iv) of the exceptions under the Indebtedness covenant described above; (c) the covenant limiting dividends or distributions on, or redemptions or repurchases of Equity Interests (collectively, "Restricted Payments"), will include exceptions for: (i) so long as no default or event of default exists or would result therefrom, any Restricted Payment so long as the Total Net Leverage Ratio, calculated on a pro forma basis as of the end of the most recently completed Test Period, does not exceed 3.50:1.00; (ii) a general Restricted Payments basket in an amount not to exceed \$300,000,000 during any fiscal year (the "General Restricted Payment Basket"); (d) the covenant limiting the purchase, holding or acquisition of Equity Interests, evidence of indebtedness or other securities or the making of loans, advances and other investments ("Investments"), will include exceptions for: (i) so long as no default or event of default exists or would result therefrom, any Investment in joint ventures in Related Businesses and any Investment in Unrestricted Subsidiaries so long as either (A) the Total Net Leverage Ratio, calculated on a pro forma basis as of the end of the most recently completed Test Period, does not exceed 3.75:1.00 or (B) the aggregate outstanding amount of all Investments made pursuant to this clause (d)(i) at any time when the Total Net Leverage Ratio exceeds 3.75:1.00 ----- Exh. B-24 [[6412628]] does not exceed an amount equal to the greater of (1) \$465 million and (2) an amount equal to 50% of Consolidated EBITDA (the "JV Investments Basket"); (ii) Investments by the Company and any Restricted Subsidiary in the Company or any Restricted Subsidiary; provided that the aggregate outstanding amount of Investments by the Company or any Subsidiary Guarantor in any Restricted Subsidiary that is not a Subsidiary Guarantor shall not exceed \$250,000,000 at any time; (iii) other Investments in an aggregate outstanding amount equal to the greater of (A) \$925 million and (B) an amount equal to 100% of Consolidated EBITDA; (iv) any Investment so long as the Total Net Leverage Ratio, calculated after giving effect thereto on a pro forma basis as of the most recently completed Test Period, does not exceed the greater of (A) 3.75:1.00 and (B) the Total Net Leverage Ratio immediately prior thereto; (v) so long as no default or event of default exists or would result therefrom, any Investment consisting of purchase money loans or lease or other financing to customers to finance the acquisition or lease by such customers of certain equipment so long as either (A) the Total Net Leverage Ratio, calculated on a pro forma basis as of the end of the most recently completed Test Period, does

not exceed 3.75:1.00 or (B) the aggregate outstanding amount of all Investments made pursuant to this clause (d)(v) at any time when the Total Net Leverage Ratio exceeds 3.75:1.00 does not exceed \$2,000,000,000; (vi) Investments in JV Finco in an aggregate outstanding amount not to exceed \$200,000,000; (vii) Investments to fund supplemental executive retirement plan obligations in an aggregate outstanding amount not to exceed \$200,000,000; and ----- Exh. B-25 [[6412628]] (viii) so long as no default or event of default exists or would result therefrom, any Investment in connection with employee stock repurchases so long as either (A) the Total Net Leverage Ratio, calculated on a pro forma basis as of the end of the most recently completed Test Period, does not exceed 3.75:1.00 or (B) the aggregate outstanding amount of all Investments made pursuant to this clause (d)(viii) at any time when the Total Net Leverage Ratio exceeds 3.75:1.00 does not exceed \$50,000,000; (e) the covenant limiting transactions with affiliates will include an exception for transactions involving payments by the Company or any of its Restricted Subsidiaries not in excess of \$25,000,000; (f) the covenants limiting the prepayment, redemption and repurchase in cash by the Company or its Restricted Subsidiaries of any Indebtedness for borrowed money and limiting amendments of documentation governing such Indebtedness will apply only to Indebtedness that is contractually subordinated to the Senior Facilities ("Restricted Debt Payments") and will include an exception for AHYDO catch-up payments with respect to such Indebtedness; (g) the covenant limiting amendments to other Indebtedness and Agreements will be deleted in its entirety; and (h) the covenant limiting Sale and Leasebacks will include an exception for Sale and Leasebacks in an aggregate outstanding amount not to exceed 2.0% of consolidated tangible assets. The limitations on Restricted Payments, Investments and Restricted Debt Payments will be subject to exceptions in the amount of a building basket (the "Available Amount") in a cumulative amount equal to: (a) an amount equal to the greater of \$465 million and 50% of Consolidated EBITDA, plus (b) an amount (the "Builder Amount") based on the greatest of: -----

----- Exh. B-26 [[6412628]] (i) the retained portion of Excess Cash Flow (i.e., Excess Cash Flow not otherwise required to be applied to prepay the Acquisition Term Loans), which will accumulate on an annual basis ending December 31 (commencing with the first full 12-month period ending after the Closing Date), and which will not be less than zero for any such annual period; (ii) 50% of cumulative Consolidated Net Income (which will not be less than zero); or (iii) Cumulative Consolidated EBITDA less 1.5x consolidated fixed charges. Financial Covenants: With respect to the Acquisition Term Facility: None. With respect to the Incremental Revolving Facilities: a maximum First Lien Net Leverage Ratio of 3.00:1.00 (the "Financial Covenant"), which will apply only under the circumstances set forth below. The Financial Covenant will be tested only in the event that on the last day of any fiscal quarter of the Company for which financial statements have been, or are required to be, delivered (with measurement to commence, if applicable, as of the last day of the first full fiscal quarter after the Closing Date), the sum of (a) the aggregate principal amount of all loans outstanding under the Incremental Revolving Facilities (but excluding, for the first eight fiscal quarters after the Closing Date, any such loans used to fund OID payable on the Closing Date) and (b) the aggregate amount of all outstanding Letters of Credit (but excluding (i) all Letters of Credit that have been backstopped or cash collateralized in a manner to be set forth in the Amended Credit Agreement and (ii) undrawn Letters of Credit in an aggregate face amount not to exceed \$20 million) exceeds 30% of the Revolving Credit Commitments. Events of Default: Substantially consistent with those set forth in the Existing Credit Agreement (and subject to grace periods, thresholds and exceptions substantially consistent with those set forth in the Existing Credit Agreement); provided that (i) incorrectness of representations and warranties, if capable of being cured, shall be subject to a 30-day cure period after written notice thereof from the Agent, (ii) bankruptcy and insolvency events of default shall not apply to immaterial subsidiaries, (iii) there shall be a two-year limitation on using items disclosed in ----- Exh. B-27 [[6412628]] writing by the Company to the Agent or included in the Company's public filings on Forms 8-K, 10-Q or 10-K as a basis for

defaults or events of default (provided that such limitation shall not apply to the extent the Agent or the Lenders have commenced remedial action within such two-year period) and (iv) the thresholds for cross-defaults, judgment defaults and ERISA defaults shall be increased to the greater of (x) \$150 million and (y) an amount equal to 15% of Consolidated EBITDA. Voting: Substantially consistent with the terms set forth in the Existing Credit Agreement. Defaulting Lenders: Substantially consistent with the terms set forth in the Existing Credit Agreement. Cost and Yield Protection: Substantially consistent with the terms set forth in the Existing Credit Agreement. Assignments and Participations: Substantially consistent with the terms set forth in the Existing Credit Agreement. Expenses, Indemnification and Other Miscellaneous Provisions: Substantially consistent with the terms set forth in the Existing Credit Agreement. Governing Law: New York. Counsel to the Agent and Arranger: Cravath, Swaine & Moore LLP. -----

ANNEX I TO EXHIBIT B Annex I-1 [[6412628]] Interest Rates: The Borrowers may elect that the Loans comprising each borrowing bear interest at a rate per annum equal to (a) in the case of Loans denominated in Dollars, (i) ABR plus the Applicable Percentage or (ii) Term SOFR plus the Applicable Percentage, (b) in the case of Loans denominated in Euros, the EURIBO Rate plus the Applicable Percentage, (c) in the case of Loans denominated in Australian Dollars, the Bank Bill Rate plus the Applicable Percentage and (d) in the case of Loans denominated in Pounds, Daily Simple SONIA plus the Applicable Percentage. The Borrowers may elect interest periods of (a) in the case of any borrowings in Term SOFR, 1, 3 or 6 months, (b) in the case of any other Fixed Rate Borrowing, on customary terms substantially consistent with those set forth in the Existing Credit Agreement. Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans at times when ABR is calculated by reference to the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every three months. "ABR" means, for any day, a rate per annum equal to the greater of (a) rate of interest per annum determined from time to time by the Agent as its prime rate in effect at its principal office in New York (the "Prime Rate"), (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Term SOFR for a one month tenor in effect on such day plus 1.00%; provided that in no event shall ABR as so determined ever be less than 1.00%. "Applicable Credit Rating" means, at any time, the public corporate rating from S&P and the public corporate family rating from Moody's, in each case of the Company at such time. "Applicable Percentage" means: (a) with respect to the Acquisition Term Facility, (i) 1.00% per annum in the case of Acquisition Term Loans bearing interest by reference to ABR and (ii) 2.00% per annum in the case of Acquisition Term Loans bearing interest by reference to Term SOFR (other than pursuant to clause (c) of the definition of ABR); and ----- **Annex I-2 [[6412628]]** (b) with respect to the Incremental Revolving Facilities, (i) 0.625% per annum in the case of Revolving Loans bearing interest by reference to ABR, (ii) 1.625% per annum in the case of any Revolving Loans bearing interest by reference to Term SOFR (other than pursuant to clause (c) of the definition of ABR), the EURIBO Rate or the Bank Bill Rate and (iii) 1.625% per annum in the case of any Revolving Loans bearing interest by reference to Daily Simple SONIA; provided that, in each case, the Applicable Percentage will be increased by 0.25% if the Applicable Credit Rating is not at least Ba2 (stable) from Moody's and BB (stable) from S&P as of the Closing Date. Following delivery of the Company's financial statements for the first full fiscal quarter after the Closing Date, the Applicable Percentage for the Acquisition Term Facility and the Incremental Revolving Facilities will be subject to two stepdowns of 0.25% per annum based on achievement and maintenance of First Lien Net Leverage Ratio levels of 0.90:1.00 and 0.40:1.00, respectively. "SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator. "SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate). "Term SOFR" means: (a) for any calculation with respect to a SOFR loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination

Day") that is two U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date (as defined in the Existing Credit Agreement) with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR -----

----- Annex I-3 [[6412628]] Reference Rate for such tenor was published by the Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and (b) for any calculation with respect to an ABR loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day; provided that in no event shall the Term SOFR as so determined ever be less than zero. "Term SOFR Administrator" means CME Group Benchmark Administration Limited (or a successor administrator of the Term SOFR Reference Rate selected by the Agent in its reasonable discretion). "Term SOFR Reference Rate" means the forward-looking term rate based on SOFR. "U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. Facility Fees: A per annum fee of 0.375% will accrue on the aggregate amount of commitments under the Incremental Revolving ----- Annex I-4 [[6412628]] Facilities (whether used or unused), payable by the Company in arrears at the end of each quarter and upon the termination of the applicable Incremental Revolving Facility, in each case for the actual number of days elapsed over a 360-day year (such fees, the "Facility Fees"). The Facility Fees shall be distributed to the Revolving Lenders pro rata in accordance with the amount of each such Lender's commitment under the Incremental Revolving Facilities. L/C Participation and Issuing Bank Fees: As set forth in the Existing Credit Agreement. Default Rate: As set forth in the Existing Credit Agreement. -----

----- EXHIBIT C Exh. C-1 [[6412628]] Project Fort \$750,000,000 Senior Unsecured Bridge Facility Summary of Principal Terms and Conditions Capitalized terms used but not defined in this Exhibit C shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit C is attached (the "Commitment Letter") or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit C shall be determined by reference to the context in which it is used. Borrower: Terex Corporation (for the purposes of this Exhibit C, the "Borrower") Agent: The Agent under the Acquisition Term Facility will act as sole administrative agent (in such capacity, the "Bridge Agent") for a syndicate of banks, financial institutions and other institutional lenders reasonably acceptable to the Borrower (collectively, the "Bridge Lenders"), and will perform the duties customarily associated with such roles. Lead Arrangers and Bookrunners: The

Arrangers under the Acquisition Term Facility will act as the lead arrangers and bookrunners for the Bridge Facility (as defined below), and will perform the duties customarily associated with such roles. Bridge Loans: The Bridge Lenders will provide a senior unsecured increasing rate bridge facility (the "Bridge Facility", and the loans thereunder, the "Bridge Loans") in an aggregate principal amount equal to (i) \$750,000,000 less (ii) any Commitment Reduction applied to the Bridge Facility less (iii) the aggregate amount of gross cash proceeds provided by Notes or other Securities issued on or prior to the Closing Date by the Borrower or any of its subsidiaries (including any Notes issued into escrow). Purpose: The proceeds of the Bridge Loans will be used on the Closing Date, together with cash on hand and the proceeds from the borrowing under the Acquisition Term Facility, to finance the Transactions (including the Transaction Costs). Availability: The Bridge Loans will be available for drawing on the Closing Date. Repayments and prepayments of the Bridge Loans may not be reborrowed. Any commitments, if any, in respect of Bridge Loans that are not funded on the Closing Date shall automatically terminate. ----- Exh. C-2

[[6412628]] Interest Rates: The Bridge Loans will bear interest at a rate per annum equal to Term SOFR (for interest periods of 1, 3 or 6 months, as selected by the Borrower), plus an increasing spread as described below (as applicable, the "Spread"). The Spread will be (i) 3.00% per annum (for the three month period beginning on the Closing Date), (ii) 3.50% per annum (for the three month period beginning three months after the Closing Date), (iii) 4.00% per annum (for the three month period beginning six months after the Closing Date) and (iv) 4.50% per annum (for the three month period beginning nine months after the Closing Date); provided that if, as of the first day of any interest period, the Borrower does not have ratings on its senior unsecured debt securities of (x) at least Ba3 (stable) from Moody's and (y) at least BB- (stable) from S&P, each of the percentages per annum set forth above shall increase by 50 basis points for such interest period (and, for the avoidance of doubt, thereafter, such 50 basis points increase will not be applicable to any subsequent interest period if, as of the first day of such interest period, the Borrower does have ratings on its senior unsecured debt securities of (x) at least Ba3 (stable) from Moody's and (y) at least BB- (stable) from S&P). Notwithstanding the foregoing, interest on the Bridge Loans shall not exceed the Total Cap (as defined in the Arranger Fee Letter), in each case, without giving effect to any default interest. Interest will be payable in cash quarterly in arrears, on the Initial Bridge Loan Maturity Date and on the date of any prepayment of the Bridge Loans. Calculation of interest will be on the basis of actual days elapsed in a year of 360 days. For amounts outstanding after the Initial Bridge Loan Maturity Date, interest will be payable on demand at the default rate. SOFR shall be deemed to be not less than 0.00% (and will not be subject to a credit spread adjustment). Default Rate: The applicable interest rate plus 2.0% per annum, payable on overdue amounts. Guarantees: All obligations of the Borrower under the Bridge Facility will be unconditionally guaranteed (the "Bridge Guarantees") on a senior unsecured basis by each subsidiary of the Borrower that guarantees the Acquisition Term Facility (each, a "Subsidiary Bridge Guarantor"). Each Bridge Guarantee will be automatically released on terms and subject to conditions customary for Rule 144A high-yield securities (including upon the release of the corresponding guarantees of the Senior ----- Exh. C-3

[[6412628]] Facilities, unless such release is made in connection with the payment in full of the Senior Facilities). Security: None (including in respect of the Extended Term Loans). Documentation: The definitive documentation with respect to the Bridge Facility (the "Bridge Loan Documentation") will (i) be negotiated in good faith, giving effect to the Limited Conditionality Provisions, (ii) be based upon that certain unsecured notes indenture dated April 1, 2021, among the Borrower, the subsidiary guarantors party thereto and HSBC Bank USA, National Association, as trustee (the "Precedent Indenture"), subject to customary mechanical changes to reflect the nature of the Bridge Loans as loans and the documentation as a loan agreement rather than an indenture, (iii) contain the terms and conditions consistent with those set forth in the Commitment Letter and this Exhibit C after giving effect to any applicable "market flex" pursuant to the Arranger Fee Letter,

(v) be modified to increase all baskets and thresholds to be sized proportionally to the Borrower's current EBITDA and (vi) be modified as may be mutually agreed by the Borrower and the Bridge Agent to reflect the operational and agency requirements of the Bridge Agent (the "Bridge Loan Documentation Principles" and, together with the Incremental Documentation Principles, the "Documentation Principles").

Maturity, Conversion and Exchange: The Bridge Loans will have an initial maturity date that is the first anniversary of the Closing Date (the "Initial Bridge Loan Maturity Date"). On the Initial Bridge Loan Maturity Date, any Bridge Loan that has not been previously repaid in full will be, subject to the absence of a bankruptcy event of default, automatically converted into a senior unsecured term loan (each an "Extended Term Loan") due on the date that is eight years after the Closing Date (the "Extended Maturity Date") in an aggregate principal amount equal to the aggregate principal amount of Bridge Loans so converted. The date on which Bridge Loans are converted into Extended Term Loans is referred to as the "Conversion Date". At any time on or after the Conversion Date, at the option of the applicable Bridge Lender upon not less than five business days' notice, the Extended Term Loans may be exchanged by the holders thereof in whole or in part for senior unsecured exchange notes (the "Exchange Notes") having an equal principal amount; provided that no Exchange Notes shall be issued until the Borrower shall have received requests to issue at least \$250 million in aggregate principal amount of Exchange ----- Exh. C-4 [[6412628]]

Notes (or such lesser principal amount as represents all of the outstanding Extended Term Loans). The Extended Term Loans will be governed by the provisions of the Bridge Loan Documentation and will have the same terms as the Bridge Loans except as expressly set forth herein or on Annex I hereto. The Exchange Notes will be issued pursuant to an indenture that will have the terms set forth on Annex II hereto.

Mandatory Prepayments: The Bridge Loans shall be prepaid (without premium or penalty) at 100% of the outstanding principal amount thereof plus accrued and unpaid interest with, subject to certain exceptions to be agreed upon, (i) the net proceeds from the incurrence, issuance, offering or placement of any long-term debt for borrowed money (other than borrowings under the Incremental Revolving Facilities) or equity securities by the Borrower or any of its subsidiaries, in each case incurred or issued after the Closing Date (with such proceeds being applied to repay the Bridge Loans prior to the repayment of loans outstanding under the Senior Facilities), provided that in the event any Bridge Lender (or any of its affiliates) purchases debt securities from the Borrower or any of its subsidiaries at a price above that which such Bridge Lender (or affiliate) has reasonably determined such debt securities can be resold by such Bridge Lender (or affiliate) to a bona fide third party at the time of such purchase (and notifies the Borrower thereof), the net cash proceeds received by the Borrower or such subsidiary in respect of such debt securities may, at the option of such Bridge Lender, be applied first to prepay the Bridge Loans of such Bridge Lender prior to being applied to prepay the Bridge Loans held by other Bridge Lenders, and (ii) the net proceeds in excess of \$50 million from any non-ordinary course asset sales by the Borrower or any of its subsidiaries (including proceeds from the sale of equity securities of any subsidiary of the Borrower) in excess of the amount reinvested or required to be paid to the lenders under the Senior Facilities. Notwithstanding the foregoing, all mandatory prepayments under clause (ii) above (including insurance and condemnation proceeds) will (x) be limited, in the case of non-U.S. subsidiaries, to the extent a distribution of the relevant amounts would result in material adverse tax consequences, (y) be subject to permissibility under local law of upstreaming proceeds (including financial assistance and corporate benefit restrictions and fiduciary and statutory duties of the relevant directors) and -- ----- Exh. C-5 [[6412628]] (z) be subject to compliance with material constituent document restrictions (including as a result of minority ownership by third parties) and other material agreements (so long as any such prohibition is not created in contemplation of such prepayment).

Voluntary Prepayments: The Bridge Loans may be repaid, in whole or in part without premium or penalty, at the option of the Borrower at any time upon one business days' prior written notice, at a price equal

to 100% of the principal amount thereof, plus all accrued and unpaid interest and fees to, but not including, the date of repayment. Scheduled Amortization: None. Representations and Warranties: Subject, on the Closing Date, to the Limited Conditionality Provisions, substantially similar to the Acquisition Term Facilities Documentation relating to the Borrower and its restricted subsidiaries, giving regard to the Bridge Loan Documentation Principles (and in any event such representations and warranties shall not be more restrictive to the Borrower and its subsidiaries than those set forth in the documentation for the Senior Facilities). Change of Control: Each holder of the Bridge Loans will be entitled to require the Borrower, and the Borrower shall offer, to repay the Bridge Loans held by such holder, at a price of 100% of the principal amount thereof, plus all accrued fees and all accrued and unpaid interest to, but not including, the date of repayment, upon the occurrence of a "change of control" (to be defined in a manner consistent with the Bridge Loan Documentation Principles). Conditions Precedent to Borrowing: The borrowing under the Bridge Facility will be subject only to the applicable conditions precedent set forth in Section 6 of, and Exhibit D to, the Commitment Letter. Covenants: The Bridge Loan Documentation will contain such affirmative and negative covenants consistent, to the extent applicable, with those contained in the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles (but in any event, no more restrictive, taken as a whole, than those applicable to the Acquisition Term Facility; provided that the cumulative amount under the builder basket for restricted payments under the Bridge Loan Documentation will be included in such builder basket. The Bridge Loan Documentation will not include any financial covenants. -----

-- Exh. C-6 [[6412628]] The Bridge Loan Documentation will include a customary covenant for the Borrower and its restricted subsidiaries to use their commercially reasonable efforts to issue Notes to refinance the Bridge Loans. Events of Default: Subject, on the Closing Date, to the Limited Conditionality Provisions, events of default will be subject to materiality levels, default triggers, grace and cure periods and/or exceptions consistent with the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles (but in any event no more restrictive than those applicable to the Acquisition Term Facility). In case an event of default shall occur and be continuing, the holders of at least 50% in aggregate principal amount of the Bridge Loans then outstanding, by notice in writing to the Borrower, may declare the principal of, and all accrued interest on, all Bridge Loans to be due and payable immediately. If a bankruptcy or insolvency event of the Borrower occurs, the principal of and accrued interest on the Bridge Loans will be immediately due and payable without any notice, declaration or other act on the part of the holders of the Bridge Loans. An acceleration notice may be annulled and past defaults (except for monetary defaults not yet cured) may be waived by the holders of a majority in aggregate principal amount of the Bridge Loans. Voting: Substantially similar to the Senior Facilities Documentation, with such changes and additions as are necessary and appropriate in connection with the Bridge Loans. Amendments and waivers of the Bridge Loan Documentation will require the approval of Bridge Lenders (the "Required Bridge Lenders") holding at least a majority of the aggregate amount of the Bridge Loans or the Extended Term Loans, as applicable, except that (i) the consent of each affected Bridge Lender shall be required with respect to, among other things, (A) increases in the commitment of such Bridge Lender, (B) reductions or forgiveness of principal, interest or fees payable to such Bridge Lender (provided that a waiver of a default and a waiver or amendment to the terms of any mandatory prepayment or any obligation to pay the Default Rate will not constitute a reduction of interest for this purpose or an extension of the dates of payment thereof), (C) extensions of final maturity of, or dates for payment of interest on, the loans or commitments of such Bridge Lender, (D) modifications to certain provisions requiring the pro rata treatment of Bridge Lenders and (E) additional conditions on -----

----- Exh. C-7 [[6412628]] exchanging such Bridge Lender's Bridge Loans or Extended Term Loans for Exchange Notes, and (ii) the consent of each Bridge Lender shall be required with respect to, among other things, (A) reductions in the percentage contained in the definition of "Required Bridge Lenders" and (B)

releases of all or substantially all of the value of the Bridge Guarantees (other than in connection with permitted asset sales). Cost and Yield Protection: Consistent with the Senior Facilities Documentation. Assignments and Participations: Subject to the provisions of Section 3 of the Commitment Letter, the Bridge Lenders shall have the right to assign their interest in the Bridge Loans in whole or in part after consultation with, but without the consent of, the Borrower; provided, however, that prior to the date that is one year after the Closing Date and unless a Demand Failure Event (as defined in the Arranger Fee Letter) in respect of the Bridge Loans has occurred or a bankruptcy event of default shall have occurred and be continuing, the consent of the Borrower shall be required with respect to any assignment (such consent not to be unreasonably withheld, delayed or conditioned) if, subsequent thereto, the Lead Arrangers (together with their respective affiliates) would hold, in the aggregate, less than 50.1% of the outstanding Bridge Loans. For any assignments for which the Borrower's consent is required, such consent shall be deemed to have been given if the Borrower has not responded within ten business days of a request for such consent. Each assignment will be in an integral multiple of \$1,000,000. Assignments will be by novation and will be subject to customary restrictions on eligible assignees to be agreed. The Lenders will be permitted to sell participations in loans without restriction upon five business days' prior notice to the Borrower. Voting rights of participants shall be limited to matters in respect of (a) reductions of principal, interest or fees payable to such participant, (b) extensions of final maturity of, or dates for payment of interest on, the loans or commitments of such participant and (c) releases of all or substantially all of the value of the Bridge Guarantees. Notwithstanding anything to the contrary, in no event may Bridge Loans be assigned to, or participations in the Bridge Loans be sold to, any Disqualified Lender. ----- Exh. C-8

[[6412628]] Expenses and Indemnification: Consistent with the Senior Facilities Documentation. Governing Law: New York. Counsel to the Agent and Arranger: Cravath, Swaine & Moore LLP. -----

----- ANNEX I TO EXHIBIT C Annex I-1 [[6412628]] SUMMARY OF TERMS OF THE EXTENDED TERM LOANS Maturity: The Extended Term Loans will mature on the eighth anniversary of the Closing Date (the "Extended Maturity Date"). Interest Rate: The Extended Term Loans will bear interest at a rate per annum (the "Interest Rate") equal to the Total Cap. Interest shall be payable in cash quarterly in arrears, on the Extended Maturity Date and on the date of any prepayment of the Extended Term Loans. Calculation of interest will be on the basis of actual days elapsed in a year of 360 days. Overdue principal and, to the extent permitted by applicable law, overdue interest and all other overdue amounts in respect of the Extended Term Loans will bear interest at the then- applicable rate plus 2.0% per annum. Covenants, Defaults and Mandatory Prepayments: Upon and after the Conversion Date, the covenants, mandatory prepayments (other than with respect to a change of control, with respect to which the provisions of the Bridge Loan Documentation will apply) and defaults which would be applicable to the Exchange Notes, if issued, will also be applicable to the Extended Term Loans in lieu of the corresponding provisions of the Bridge Loan Documentation, provided that the optional prepayment provisions applicable to the Bridge Loans shall remain applicable to the Extended Term Loans; provided, further, that the restricted payment builder capacity built-up under the Precedent Indenture will be included in the builder capacity for restricted payments under the Extended Term Loans. ----- ANNEX II TO EXHIBIT C Annex

II-1 [[6412628]] SUMMARY OF TERMS OF THE EXCHANGE NOTES Issuer: The Borrower will be the issuer of the Exchange Notes and shall be referred to as the "Issuer". Security: None. Maturity Date: The Exchange Notes will mature on the eighth anniversary of the Closing Date. Interest Rate: Each Exchange Note will bear interest at a rate per annum equal to the Total Cap. Interest will be payable in cash in arrears on a semi-annual basis. Default interest will be payable on demand. Overdue principal, and to the extent permitted by applicable law, overdue interest and all other overdue amounts in respect of the Exchange Notes shall bear interest at the then-applicable rate plus 1.0% per annum. Optional Redemption: Exchange Notes may not be redeemed by the

Issuer prior to the third anniversary of the Closing Date except as set forth below. After the third anniversary of the Closing Date, the Exchange Notes may be redeemed at the Issuer's option, in whole or in part, at par plus accrued and unpaid interest to, but not including, the redemption date plus a premium equal to 50% of the coupon on such Exchange Note, which premium shall decline to 25% on the fourth anniversary of the Closing Date and to zero on the fifth anniversary of the Closing Date. Prior to the third anniversary of the Closing Date, the Exchange Notes may be redeemed at a make-whole price based on U.S. Treasury notes with a maturity closest to the third anniversary of the Closing Date plus 50 basis points. In addition, prior to the third anniversary of the Closing Date, up to 40% of the Exchange Notes may be redeemed with proceeds from certain equity sales (to be defined) at a price equal to par plus the coupon of such Exchange Notes so long as at least 50% of the aggregate original principal amount of such Exchange Notes remain outstanding after giving effect to such redemption. Defeasance and Discharge Provisions: Customary defeasance provisions similar to those contained in the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles. -----

----- Annex II-2 [[6412628]] Modification: Customary modification provisions similar to those contained in the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles. Change of Control: The Issuer will be required to repurchase the Exchange Notes following the occurrence of a "change of control" (to be defined similar to the definition thereof contained in the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles) at 101% of the outstanding principal amount thereof, plus accrued and unpaid interest to, but not including, the date of purchase. Covenants: The Indenture will include covenants similar to those contained in the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles (but in any event no more restrictive, taken as a whole, than those applicable to the Acquisition Term Facility); provided, that the restricted payment builder capacity built-up under the Precedent Indenture will be included in the builder capacity for restricted payments under the Exchange Notes. Events of Default: The Indenture will provide for events of default similar to those contained in the Precedent Indenture after giving effect to the Bridge Loan Documentation Principles.

Registration Rights: None. ----- EXHIBIT D Exh. D-1 [[6412628]] Project Fort \$795,000,000 Senior Secured Incremental Term Facility \$800,000,000 Senior Secured Incremental Revolving Facilities \$750,000,000 Senior Unsecured Bridge Facility Summary of Additional Conditions Precedent The funding of the Facilities will be subject to the satisfaction (or waiver by each of the Commitment Parties) of the following conditions precedent, taking into account the Limited Conditionality Provisions and the Documentation Principles in all respects. Capitalized terms used but not defined in this Exhibit D shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit D is attached (the "Commitment Letter"), in the Commitment Letter or in the Existing Credit Agreement. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit D shall be determined by reference to the context in which it is used. 1. The Acquisition and the other Transactions shall have been, or substantially simultaneously with the closing of the Facilities shall be, consummated, in all material respects in accordance with the terms of the Acquisition Agreement (without any amendment, modification or waiver thereof or any consent thereunder which is materially adverse to the Lenders or the Commitment Parties, in their capacities as such, without the prior written consent of each of the Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed)); it being understood and agreed that (a) any reduction in the consideration for the Acquisition will be deemed not to be materially adverse to interests of the Lenders or the Commitment Parties, provided that any such reduction will be allocated on a pro rata basis between the Bridge Facility and the Acquisition Term Facility until the Bridge Facility has been reduced to \$375,000,000, with any further reductions being allocated solely to reduce the Acquisition Term Facility until the Acquisition Term Facility has been reduced to \$0, with any further reduction being applied to reduce the Delayed Draw Acquisition Term Facility, in each case, on a dollar-

for-dollar basis and (b) any increase in the consideration for the Acquisition will be deemed not to be materially adverse to interests of the Lenders or the Commitment Parties if such increase is not funded with Indebtedness or Disqualified Equity Interests of the Company or any of its subsidiaries (it being understood and agreed that no purchase price, working capital or similar adjustment provisions set forth in the Acquisition Agreement as in effect on the Original Commitment Letter Date shall constitute a reduction or increase in the consideration for the Acquisition). 2. Subject to the Limited Conditionality Provisions, the Acquisition Agreement Representations shall be true and correct to the extent required by the Limited Conditionality Provisions and the Specified Representations shall be true and correct in all material respects (except in the case of any Specified Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be); provided that to the extent that any Specified Representation is qualified by or subject to a "material adverse effect", "material adverse change" or similar term or qualification, the same shall be true and correct in all respects. 3. Since the date of the Acquisition Agreement, no "Material Adverse Effect" (as defined in the Acquisition Agreement as in effect on the Original Commitment Letter Date) shall have occurred and be continuing. -----

Exh. D-2 [[6412628]] 4. [Reserved.] 5. The Lead Arrangers shall have received (i) (A) the audited consolidated balance sheet of the Company and its subsidiaries for each of the Company's three most recent fiscal years ended at least 90 days prior to the Closing Date and the related audited consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for those fiscal years and (B) the unaudited consolidated balance sheets and the related unaudited consolidated statements of income, comprehensive income, changes in equity and cash flows of the Company and its subsidiaries for each subsequent interim financial period (other than any fourth fiscal quarter) ended more than 45 days prior to the Closing Date (and the corresponding period of the prior fiscal year) and (ii) (A) the audited combined balance sheet of the Acquired Business for the two most recent fiscal years ended at least 90 days prior to the Closing Date and the related audited combined statements of income, stockholders' equity and cash flows for those fiscal years, in each case, together with an "unqualified" audit opinion issued with respect to such audited financial statements by the Acquired Companies' independent auditor and (B) the unaudited combined balance sheets and the related unaudited combined interim statements of income, stockholders' equity and cash flows of the Acquired Business for each subsequent interim financial period (other than any fourth fiscal quarter) ended more than 45 days prior to the Closing Date (and the corresponding period of the prior fiscal year), in each case, prepared in accordance with U.S. GAAP. The Lead Arrangers acknowledge receipt of the financial statements of the Company for the periods ended December 31, 2023 and March 31, 2024. 6. The Lead Arrangers shall have received (i) unaudited pro forma statements of income of the Company and its subsidiaries (after giving effect to the Transactions as if the Transactions had occurred at the beginning of such period) for the most recent fiscal year of the Company for which audited consolidated financial statements are provided pursuant to clause (i)(A) of paragraph 5 above and for the most recent interim financial period of the Company for which unaudited consolidated financial statements are provided pursuant to clause (i)(B) of paragraph 5 above (and the corresponding prior year period), if any, and (ii) an unaudited pro forma balance sheet of the Company and its subsidiaries (after giving effect to the Transactions as if the Transactions had occurred on such date) as of the date of the most recent balance sheet of the Company provided pursuant to clause (i) of paragraph 5 above. For the avoidance of doubt, with respect to the Incremental Acquisition Facilities, it being understood that such pro forma financial statements need not be prepared in compliance with Regulation S-X under the Securities Act of 1933, as amended and need not include adjustments for purchase accounting. 7. With respect to the Incremental Acquisition Facilities, the Lead Arrangers shall have received all customary information regarding the Company, the Acquired

Companies and their respective subsidiaries typically required to complete a confidential information memorandum for the Incremental Acquisition Facilities (together with the financial statements required to be delivered pursuant to paragraphs 5 and 6 above, the "Required Bank Information"). With respect to the Acquisition Term Facility, the Lead Arrangers shall have been afforded a period (the "Bank Marketing Period") of at least 15 consecutive business days following receipt of the Required Bank Information to syndicate the Acquisition Term Facility; provided that (x) the Bank Marketing Period shall either be completed on or prior to August 16, 2024 or commence no earlier than September 3, 2024, (y) the days from November 27, 2024 through and including ----- Exh. D-3 [[6412628]] November 29, 2024 shall not be included when counting such 15 consecutive business day period (and the Bank Marketing Period need not be consecutive to the extent it would have otherwise included any of those days) and (z) the Bank Marketing Period shall either be completed on or prior to December 20, 2024 or commence no earlier than January 6, 2025. 8. The Lead Arrangers shall have received a certificate from the chief financial officer of the Company substantially in the form attached as Annex I to this Exhibit D (or such other form as the Lead Arrangers may reasonably agree) certifying that the Company and its subsidiaries, on a consolidated basis after giving effect to the Transactions, are solvent. 9. Subject to the Limited Conditionality Provisions, definitive documentation for the Facilities, in each case consistent with the terms of the Commitment Letter, the applicable Term Sheet and the applicable Documentation Principles, shall be executed and delivered by each Loan Party, and the Agent shall have received a notice of borrowing, customary legal opinions and officers' certificates certifying as to (i) organizational documents, (ii) customary evidence of authorization and (iii) good standing certificates (where the concept is applicable) in jurisdictions of formation/organization, in each case of each Loan Party. 10. Subject to the Limited Conditionality Provisions, (i) each of the entities that comprise the Acquired Business that is required to become a Loan Party pursuant to the terms of the Existing Credit Agreement shall have executed and delivered a supplement to the Guarantee and Collateral Agreement in substantially the form attached as an exhibit thereto (or such other form as the Agent may reasonably agree) and (ii) all documents and instruments necessary to establish that the Agent will have a perfected security interest (subject to liens permitted under the Existing Credit Agreement) in the Collateral acquired in the Acquisition shall have been executed (to the extent applicable) and delivered to the Agent, and, if applicable, be in proper form for filing. 11. The Agent shall have received confirmation from the Company that the Company has delivered to the Administrative Agent under the Existing Credit Agreement the certificate required by Section 2.27(c)(i) of the Existing Credit Agreement. 12. With respect to the Bridge Facility, (a) one or more investment banks reasonably satisfactory to the Lead Arrangers (collectively, the "Investment Bank") shall have been engaged to privately place the Notes and the Investment Bank shall have received (i) a customary preliminary offering document (an "Offering Document") suitable for use in a customary "high-yield road show" relating to the Notes and in customary form for offering memoranda or private placement memoranda used in Rule 144A-for-life offerings of non-convertible debt securities, which contains or incorporates by reference all financial information (other than a "description of notes," "risks related to the notes or other indebtedness" and "plan of distribution" or other information customarily provided by investment banks, their counsel or their advisors), including all audited financial statements required by paragraph 5 above (which, in the case of the Company, shall have been reviewed as provided in the procedures specified by the Public Company Accounting Oversight Board in AU 722 and, in the case of the Acquired Business, shall have been reviewed in accordance with the applicable procedures of the American Institute of Certified Public Accountants) and all appropriate pro forma financial statements for the periods set forth in paragraph 6 above, in each case, prepared in accordance with U.S. GAAP ----- Exh. D-4 [[6412628]] and prepared in accordance with Regulation S-X under the Securities Act of 1933, as amended), and all other data customarily included (other than financial statements

and other information required by Rule 3-09, 3-10, 3-16, 13-01 or 13-02 of Regulation S-X (and in each case any successor thereto), the compensation discussion and analysis or other information required by Item 402 of Regulation S-K or the executive compensation and related person disclosure rules related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A, and other information or financial data customarily excluded from a Rule 144A offering memorandum) (and you shall have no obligation to provide (x) any operating metrics and other information not reasonably available to or derivable by the Company under its current reporting systems or (y) information to the extent that the provision thereof would violate any law, rule or regulation, or any obligation of confidentiality binding upon, or waive any privilege that may be asserted by the Company, unless any such information referred to in clause (x) or (y) above would be required to ensure that the Offering Document would not contain any untrue statement of a material fact or omit a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading), and (ii) customary comfort letters (which shall also provide "negative assurance" comfort that is customary in the context of a transaction where the most recent financial statements are not more than 135 days old) from the independent accountants for each of the Company and the Acquired Companies and any other accountant to the extent financial statements audited or reviewed by such accountants are included in any Offering Document and (b) the Investment Bank shall have been afforded a period of at least 15 consecutive business days following receipt of an Offering Document including the information described in clause (a) to seek to place the Notes with qualified purchasers thereof; provided that (i) such period shall either be completed on or prior to August 16, 2024 or commence no earlier than September 3, 2024, (ii) the days from November 27, 2024 through and including November 29, 2024 shall not be included when counting such 15 consecutive business day period (and such period need not be consecutive to the extent it would have otherwise included any of those days) and (iii) such period shall either be completed on or prior to December 20, 2024 or commence no earlier than January 6, 2025. 13. The Agent and the Lead Arrangers shall have received, at least three business days prior to the Closing Date, (a) all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act and (b) if the applicable Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to the Borrower, in each case of clauses (a) and (b), that has been reasonably requested in writing at least 10 business days in advance of the Closing Date. 14. All costs, fees, expenses (including without limitation legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letters shall have been paid to the extent due and to the extent due and payable on the Closing Date (and, in the case of expenses, invoiced at least three business days prior to the Closing Date). 15. In the case of the Incremental Revolving Facilities, prior to or substantially concurrently with the initial funding or availability of the Facilities, the Refinancing shall be consummated. -----

----- ANNEX I TO EXHIBIT D Annex I-1 [[6412628]] [FORM OF] SOLVENCY CERTIFICATE UBS AG, Stamford Branch, as Administrative Agent 600 Washington Blvd. Stamford, CT 06901 [DATE] Ladies and Gentlemen: This Solvency Certificate (this "Solvency Certificate") is delivered pursuant to Section [] of the [insert description of agreement], dated as of [] (as amended, restated, supplemented and/or otherwise modified from time to time, the "Agreement"), among [] (the "Company"), the Subsidiaries of the Company from time to time party thereto (together with the Company, the "Borrowers"), the lenders and issuing banks from time to time party thereto and UBS AG, Stamford Branch, as administrative agent (the "Administrative Agent") and as collateral agent. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to it in the Agreement. The undersigned hereby certifies, in his capacity as the Chief Financial Officer of the Company and not in a personal capacity, as follows: (a) I am generally familiar with the businesses and assets of the Company and its Subsidiaries and am duly authorized

to execute this Solvency Certificate on behalf of the Company pursuant to the Agreement. (b) On the date hereof, immediately after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, (i) the fair value of the assets of the Company and its Subsidiaries, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise, in each case on a consolidated basis; (ii) the present fair saleable value of the property of the Company and its Subsidiaries, in each case on a consolidated basis, will be greater than the amount that will be required to pay the probable liabilities on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) each of the Company and its Subsidiaries, in each case on a consolidated basis, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) each of the Company and its Subsidiaries, in each case on a consolidated basis, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Closing Date. In making the foregoing certifications, the undersigned has reviewed the Agreement and such other documents deemed relevant and made such other investigations and inquiries as the undersigned has deemed appropriate, to enable the undersigned to execute this Solvency Certificate on behalf of the Company. -----

----- Annex I-2 [[6412628]] IN WITNESS WHEREOF, the undersigned has caused this Solvency Certificate to be executed as of the date first set forth above. By: Name: Title: -----

----- Exhibit 31.1

CERTIFICATION

I, Simon A. Meester, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Terex Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and

the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

- c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2024

/s/ October 30, 2024 /s/ Simon A. Meester

Simon A. Meester

President, Chief Executive Officer and Director

Exhibit 31.2

CERTIFICATION

I, Julie A. Beck, certify that:

- 1. I have reviewed this quarterly report on Form 10-Q of Terex Corporation;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements

were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2024

/s/ October 30, 2024 /s/ Julie A. Beck

Julie A. Beck
Senior Vice President and
Chief Financial Officer

Exhibit 32

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Terex Corporation (the "Company" "Company") on Form 10-Q for the period ended June 30, 2024 September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report" "Report"), we, Simon A. Meester, President, Chief Executive Officer and Director of the Company, and Julie A. Beck, Senior Vice President and Chief Financial Officer of the Company, certify, to the best of our knowledge, pursuant to 18 U.S.C. § (s) 1350, as adopted pursuant to § (s) 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Simon A. Meester

Simon A. Meester

President, Chief Executive Officer and Director

July 31, 2024

/s/ Julie A. Beck

Julie A. Beck

Senior Vice President and

Chief Financial Officer

July 31, 2024

/s/ Simon A. Meester Simon A. Meester President, Chief Executive Officer and Director October 30, 2024 /s/ Julie A. Beck Julie A. Beck Senior Vice President and Chief Financial Officer October 30, 2024 A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Terex Corporation and will be retained by Terex Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

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