

SECOND: To the Holders of the Indebtedness described in Section 2(a) of the Harnischfeger Corporation Accounts Receivable Security Agreement (other than the GmbH Lenders except to the extent expressly provided in the GmbH Guaranty) in an amount equal to unpaid principal amounts and unpaid interest included in such Indebtedness which is then due and payable, and, in case such moneys and proceeds shall be insufficient to pay in full such amount, then to the payment thereof ratably (subject to Section 3.5) to each Holder of such Indebtedness in the same proportion which the aggregate unpaid principal amounts and unpaid interest included in such Indebtedness held by such Holder bears to the aggregate unpaid principal amounts and unpaid interest included in such Indebtedness held by all Holders of such Indebtedness (other than the GmbH Lenders except to the extent expressly provided in the GmbH Guaranty) on the relevant Distribution Date, provided that the aggregate of all distributions to Holders of such Indebtedness effected pursuant to this clause SECOND shall in no event exceed the lesser of (i) \$5,000,000 or (ii) amounts held by the Trustee in the Collateral Account or received by the Trustee during a Period of Actionable Default which represent the Accounts realized pursuant to the Harnischfeger Corporation Accounts Receivable Security Agreement;

