

THIRD: To the Holders (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 the Secured Debt 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 in the same proportion which the aggregate unpaid principal amounts and unpaid interest included in the Secured Debt held by such Holder bears to the aggregate unpaid principal amounts and unpaid interest included in the Secured Debt held by all Holders (other than the GmbH Lenders except to the extent expressly provided in the GmbH Guaranty) on the relevant Distribution Date;

FOURTH: To the Holders (other than the GmbH Lenders except to the extent expressly provided in the GmbH Guaranty) in an amount equal to all other amounts due them which constitute Secured Debt, including, without limitation, the costs and expenses of the Holders and their representatives which are payable under the Harnischfeger Corporation Restructuring Agreements, 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 in the same proportion which such amounts due such Holders bears

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