

Company agrees to furnish promptly to the Trustee any changes or additions to such list. The Trustees may rely upon the lists furnished under this Section 4.2 and the Trustees shall have no liability to any of the Holders for action taken in reliance on any such lists (unless involving gross negligence or willful misconduct). The Company shall, contemporaneously with the delivery to the Trustee of any list referred to in this Section 4.2, furnish to each Holder a copy of such list. In the event that it shall become necessary at any time for the Trustee to determine whether any notice or action has been taken by the Required Lenders or any other group of Lenders specified in any of the Harnischfeger Corporation Restructuring Agreements, the Trustee shall be entitled to rely upon the most recent list delivered by the Company to the Trustee pursuant to the first sentence of this Section 4.2, unless any Holder shall have notified the Trustee in writing of any inaccuracy in such list or of any change in any information included in such list since the date of such list.

4.3 Compensation and Expenses. The Company agrees to pay to the Trustees, from time to time upon demand, (i) reasonable compensation (which shall not be limited by any provision of law in regard to compensation of fiduciaries or of a trustee of an express trust) for their services hereunder and under the Harnischfeger Security Documents and for