

administering the Trust Estate and (ii) all of the reasonable fees, costs and expenses of the Trustees (including, without limitation, the reasonable fees and disbursements of their counsel and such special counsel and other advisers as the Trustees elect to retain) (A) arising in connection with the preparation, execution, delivery, modification and termination of this Agreement and each Harnischfeger Security Document or the enforcement of any of the provisions hereof or (B) incurred or required to be advanced in connection with the administration of the Trust Estate (including, without limitation, any advance made by the Trustees on behalf of the Company under any Harnischfeger Corporation Mortgage or Harnischfeger Corporation Leasehold Mortgage), the sale or other disposition of Collateral pursuant to any Harnischfeger Security Document and the preservation, protection or defense of the Trustees' rights under this Agreement and the Harnischfeger Security Documents and in and to the Collateral and the Trust Estate or (C) incurred by the Trustees in connection with the removal of either or both of the Trustees pursuant to Section 5.7(a). As security for such payment, the Trustees shall have a prior lien upon all Collateral and other property and funds held or collected by the Trustees as part of the Trust Estate. The obligations of the Company under this Section 4.3 shall survive the termination of the other provisions of this Agreement

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