

4.5 Filing Fees, Excise Taxes, etc. The Company agrees to pay or to reimburse the Trustees for any and all amounts in respect of all search, filing, recording and registration fees, taxes, excise taxes and other similar imposts which may be payable or determined to be payable in respect of the execution, delivery, filing, performance and enforcement of this Agreement and each Harnischfeger Security Document and documents (including, without limitation, financing statements) provided for herein or therein. 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 4.5 shall survive the termination of the other provisions of this Agreement and shall survive the commencement of a case under the Bankruptcy Code on behalf of or against the Company, as debtor, or any other proceeding for the reorganization, arrangement, adjustment of debt, dissolution or liquidation on behalf of or against the Company, as debtor, and shall survive any dissolution of the Company.

4.6 Indemnification.

(a) The Company agrees to pay, indemnify, and hold the Trustees (and any agent, bailee or other Person acting on behalf of the Trustees) harmless from and against any and all