

of the Harnischfeger Restructuring Agreement and (ii) on the date 15 days after receipt by the Trustee of such notice, Required Lenders have not notified the Trustee that the proposed manner in which Net Proceeds of such sale or disposition are to be applied does not comply with the terms of said Section 8.16. The Company shall, contemporaneously with the delivery to the Trustee of any notice of the type described in clause (i) of this Section 6.2(b), furnish each Non-Affiliated Lender with copies of such notice. Any consent delivered by the Trustee pursuant to this Section 6.2(b) shall contain such provisions as the Company may request and as are permitted by the terms of Section 6.2(a).

(c) If it is a condition of the release of any Collateral from the security interest under Sections 4.3, 4.4, 4.5, 4.6(c) and 4.8 or under any Harnischfeger Security Document that the Trustees be granted a security interest in additional property to be held as Collateral pursuant to this Agreement, then the Trustees shall be granted such security interest prior to or concurrently with the delivery to the Company of any such Collateral or any release, disclaimer or quitclaim in connection therewith. Such security interest (i) shall be effected by subjecting such additional property to the security interest of an Harnischfeger Security Document then in effect or, if appropriate, by the execution and delivery

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