

(ii) if such proceeds are not of a type described in clause (i) above and if the Company has certified to the Trustee that it intends to use such proceeds to rebuild, repair or replace such property and that sufficient funds are available to the Company to complete such rebuilding, repair or replacement, and, if such proceeds are in an amount not less than \$2,500 (in the case of proceeds of Plant Assets) or \$100,000 (in the case of proceeds of other Fixed Assets), be paid into the Collateral Account and held therein and transferred therefrom in accordance with Section 6.3(c); and

(iii) if such proceeds are not to be paid to the Company pursuant to clause (i) above or to be paid into the Collateral Account pursuant to clause (ii) above, be treated as Net Proceeds received pursuant to Section 8.16 of the Harnischfeger Restructuring Agreement and be applied in accordance therewith; provided, that in the event such proceeds shall be in an amount in excess of \$5,000,000, then an amount equal to 75% (or such other percentage agreed to by the Company and the Required Lenders) of such proceeds shall be paid by the Trustee to all Non-Affiliated Lenders pro rata to their respective outstanding principal amount of Outstanding Indebtedness.

