

8.7 Claims Against the Trustees. Any claims or causes of action which the Holders or the Company shall have against the Trustees, and any claims or causes of action which the Trustees shall have against the Holders or the Company, shall survive the termination of this Agreement and the release of the Collateral hereunder.

8.8 Currency Conversions. In calculating the amount of Secured Debt for any purpose hereunder, including, without limitation, voting or distribution purposes, the amount of any Secured Debt which is denominated in a currency other than United States dollars shall be converted into United States dollars at the spot rate for purchasing United States dollars with such currency determined by the Trustee to be in effect in the New York foreign exchange market at the close of business on the business day prior to the date on which such calculation is to be made.

8.9 Injunctive Relief. The Company recognizes that in the event the Company fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any Harnischfeger Security Document or the Harnischfeger Restructuring Agreement, no remedy at law will provide adequate relief to the Trustees, and agrees that the Trustees shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

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