

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.

4.4 Stamp and Other Similar Taxes. The Company agrees to indemnify and hold harmless the Trustees and each Holder from any present or future claim or liability for any stamp or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with this Agreement, any Harnischfeger Security Document, the Trust Estate or any Collateral. 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 4.4 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.