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(c) As security for payments under this Section

4.6. 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 4.6 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.

to time, upon the written request of any Lender or of the Trustees or either of them, and at the expense of the Company, the Company will promptly execute and deliver any and all such further instruments and documents and take such further action (including, without limitation, the delivery to the Trustee or any agent of the Trustee of instruments and chattel paper which constitute Collateral) as such Lender or the Trustees reasonably deem necessary or desirable in obtaining the full benefits of this Agreement and the Harnischfeger Security Documents and of the rights and powers herein and therein granted, including, without limitation, the filing of any