

financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens and security interests granted thereby. The Company also hereby authorizes the Trustees to file any such financing or continuation statement without the signature of the Company to the extent permitted by applicable law, provided that the Trustee shall have no obligation to file or record any financing statement, continuation statement or mortgage unless so instructed by means of a Direction of Required Lenders. The Company shall, in all of its financial statements, indicate by footnote or otherwise that the Secured Debt is secured pursuant to this Agreement and the Harnischfeger Security Documents.

4.8 Actions to be Taken by the Company. The Trustees may from time to time, at their option, perform any agreement of the Company hereunder or under any Harnischfeger Security Document which the Company shall fail to perform and take any other action which the Trustees deem necessary for the maintenance or preservation of any of the Collateral or their interest therein, and the Company agrees to forthwith reimburse the Trustees for all reasonable expenses of the Trustees (including, without limitation, reasonable fees and disbursements of their counsel) in connection with the foregoing and to pay interest to the Trustees on the amount of such

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