

8.10 of the Harnischfeger Restructuring Agreement) then the Trustee shall pay to the Company, from the proceeds in respect of such property paid into the Collateral Account, an amount equal to such specified amount; provided that no such amount shall be so paid at any time when (i) a Period of Actionable Default has commenced and is continuing, (ii) an Event of Default referred to in Section 10.1(i) or (ii) of the Harnischfeger Restructuring Agreement has occurred and is continuing or (iii) an Unmatured Event of Default, which if it continues uncured will, with lapse of time or notice or lapse of time and notice, constitute such an Event of Default, has occurred and is continuing. The Trustee shall be entitled to assume that the conditions set forth in clauses (ii) and (iii) of the proviso to the immediately preceding sentence have been complied with if (A) the Trustee shall have received a certificate of Harnischfeger executed by a Responsible Officer certifying that such conditions have been complied with, and (B) the Trustee shall not at the time have actual knowledge, and shall not have received notice from any Lender, that such conditions have not been complied with. In no event shall the Trustee pay to the Company, in connection with the rebuilding, repair or replacement of any property, an amount in excess of the proceeds in respect of such property paid into the Collateral Account. If any proceeds of real property have been deposited in the Collateral Account pursuant to clause (ii) of