

expenses from the date demand is made therefor until the date reimbursed at the Prime Rate from time to time in effect. 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 4.8 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. The Company hereby irrevocably constitutes and appoints the Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Company to execute any and all documents or instruments which, under the terms of the Harnischfeger Restructuring Agreement, this Agreement or any Harnischfeger Security Document, the Company is expressly required to execute or deliver and which the Company, after a request by the Trustee, fails to so execute and deliver (which appointment as attorney-in-fact is irrevocable and coupled with an interest).