

power herein or in any Harnischfeger Security Document conferred upon the Company;

(ii) to mortgage, pledge or grant a security interest in any property or assets in favor of the Trustees as additional security for the Secured Debt;

(iii) to cure any ambiguity, to correct or supplement any provision herein or in any Harnischfeger Security Document which may be defective or inconsistent with any other provision herein or therein, or to make any other provisions with respect to matters or questions arising hereunder or under any Harnischfeger Security Document which shall not be inconsistent with any provision hereof or of any Harnischfeger Security Document; provided, that any such action contemplated by this clause (iii) shall not adversely affect the interests of the Holders.

An opinion of counsel who are not employees of the Trustee or the Company or any Affiliate of the Company that the requirements of Section 8.1(b) have been satisfied shall be full and complete authorization and protection to the Trustees in respect of any action taken or suffered by them in accordance therewith.

8.2 Notices. (a) All notices, requests, demands and other communications provided for or permitted hereunder

3
5
2
0

74328-112