

opinions furnished to the Trustees and conforming to the requirements of this Agreement or any Harnischfeger Security Document.

(d) The Trustees shall not be under any obligation to exercise any of the rights or powers vested in the Trustees by this Agreement and the Harnischfeger Security Documents at the request or direction of the Required Lenders pursuant to this Agreement or any Harnischfeger Security Document unless the Trustees shall have been provided adequate security and indemnity against the costs, expenses and liabilities which may be incurred by them in compliance with such request or direction, including such reasonable advances as may be requested by the Trustees.

5.5 Limitations on Duties of Trustees. So long as no Period of Actionable Default shall have occurred and shall be continuing, the Trustees shall be obliged, subject to Sections 5.2(e) and 5.4(d), to perform such duties and only such duties as are specifically set forth in this Agreement or in any Harnischfeger Security Document and no implied covenants or obligations shall be read into this Agreement or any Harnischfeger Security Document against the Trustees, and the Trustees shall not be obliged to take any action which is discretionary with the Trustees under this Agreement or any Harnischfeger