

(b) If at any time the Trustees or either of them shall resign or be removed or otherwise become incapable of acting, or if at any time a vacancy shall occur in the office of the Trustees or either of them for any other cause, a successor trustee or trustees may be appointed by the Required Lenders, and the powers, duties, authority and title of the predecessor trustee or trustees terminated and cancelled without procuring the resignation of such predecessor trustee or trustees, and without any other formality (except as may be required by applicable law) than appointment and designation of a successor trustee or trustees in writing, duly acknowledged, delivered to the predecessor trustee or trustees and the Company, and filed for record in each public office, if any, in which this Agreement is required to be filed.

(c) The appointment and designation referred to in Section 5.7(b) shall, after any required filing, be full evidence of the right and authority to make the same and of all the facts therein recited, and this Agreement and the Harnischfeger Security Documents shall vest in such successor trustee or trustees, without any further act, deed or conveyance, all of the estate and title of its predecessor or their predecessors, and upon such appointment and designation (and any such filing) the successor trustee or trustees shall become fully vested with all the estates, properties, rights,