

Company or any Holder, resign at any time after the date on which all Secured Debt held by the Holders shall have been paid in full to the Holders and such resignation shall take effect upon delivery by the Trustees of such resignation to the Company and each Holder; provided that the Trustees shall have no right to resign pursuant to this Section 5.7(f) if the only actions to be taken by the Trustees after such date are actions provided for in Section 7 of this Agreement.

5.8 Status of Successors to the Trustee. Except to the extent permitted by Section 5.7, every successor to the Trustee appointed pursuant to Section 5.7 shall be a bank or trust company in good standing and having power so to act, incorporated under the laws of the United States or any State thereof or the District of Columbia, and having its principal corporate trust office within the 48 contiguous States, and shall also have capital, surplus and undivided profits of not less than \$100,000,000, if there be such an institution with such capital, surplus and undivided profits willing, qualified and able to accept the trust upon reasonable or customary terms.

5.9 Merger of the Trustee. Any corporation into which the Trustee may be merged, or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, shall be Trustee under this Agreement and the Harnischfeger Security

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