

5.11 Additional Co-Trustees; Separate Trustees.

(a) If at any time or times it shall be necessary or prudent in order to conform to any law of any jurisdiction in which any of the Collateral shall be located, or to avoid any violation of law or imposition on the Trustee of taxes by such jurisdiction not otherwise imposed on the Trustee, or the Trustees shall be advised by counsel, satisfactory to them, that it is so necessary or prudent in the interest of the Holders, or the Required Lenders shall in writing so request the Trustees and the Company, or the Trustees shall deem it desirable for their own protection in the performance of their duties hereunder or under any Harnischfeger Security Document, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company approved by the Trustee, or one or more other Persons approved by the Trustee and the Company, either to act as co-trustee or co-trustees of all or any of the Collateral, jointly with the Trustees originally named herein or any successor or successors, or to act as separate trustee or trustees of any such property. In the event the Company shall not have joined in the execution of such instruments and agreements within 30 days after the receipt of a written request from the Trustee so to do, or in case a Period of Actionable Default shall have commenced and