

(iii) amend, modify or waive (A) any provision of Section 3.4, 3.5 or 7.1 or (B) the definitions of "Holders" or "Secured Debt" or (C) the definition of "Required Lenders" (in a manner other than that described in clause (ii) of this Section 8.1(a)) without, in any such case, the written consent of any Holder whose rights would be adversely affected thereby; or

(iv) amend, modify or waive any provision of Section 4 or 5 or alter the duties or obligations of either of the Trustees hereunder or under the Harnischfeger Security Documents without the written consent of the Trustees.

Any such supplemental agreement shall be binding upon the Company, the Holders and the Trustees and their respective successors.

(b) Without the consent of any Holder, the Trustees, or either of them, and the Company, at any time and from time to time, may enter into additional Harnischfeger Security Documents or one or more agreements supplemental hereto or to any Harnischfeger Security Document, in form satisfactory to the Trustees,

(i) to add to the covenants of the Company, for the benefit of the Holders, or to surrender any right or

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