

pursuant to Section 2.6(a), the Trustee shall, within five days thereafter, send a copy thereof to each Holder. The Trustee shall have no obligation whatsoever to determine whether any Notice of Actionable Default is in fact preceded by the occurrence of an Event of Default and, notwithstanding any claim by any Person that an Event of Default has not occurred, the Trustee shall, until it has received notice of a judicial determination to the contrary, be fully entitled for all purposes to rely on any certification of a type described in clause (i) or (ii) of the definition of "Notice of Actionable Default" contained in Schedule X as a Notice of Actionable Default. A written certification to the Trustees of the type described in clause (i) of the definition of "Notice of Actionable Default" contained in Schedule X may (but need not) specify the first Distribution Date.

2.2 Remedies.

(a) If a Period of Actionable Default has commenced and is continuing, the Trustees shall, subject to the provisions of Sections 2.6 and 5.5, exercise the rights and remedies provided in this Agreement and in the Harnischfeger Security Documents.

(b) The Company hereby irrevocably constitutes and appoints the Trustee and any officer or agent thereof, with