

full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Company or in its own name, from time to time in the Trustee's discretion, during any Period of Actionable Default, for the purpose of carrying out the terms of this Agreement and the Harnischfeger Security Documents, to take any and all lawful and appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes hereof and thereof (which appointment as attorney-in-fact is irrevocable and coupled with an interest) and, without limiting the generality of the foregoing, hereby gives the Trustee the power and right on behalf of the Company, without notice to or assent by the Company, to do the following during such Period of Actionable Default:

(i) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due upon or by virtue hereof and thereof or under or in respect of the Collateral or any part thereof,

(ii) to receive, take, endorse, assign, deliver and collect any and all checks, notes, drafts, acceptances, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Trustee in connection herewith and therewith,

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