

ings, with such powers as the court making such appointment shall confer, and to the entry of an order directing that the rents, issues, tolls, profits, royalties, revenues and other income of the property constituting the whole or any part of the Trust Estate be segregated, sequestered and impounded for the benefit of the Trustees and the Holders, and the Company irrevocably consents to the appointments of such receiver or receivers and to the entry of such order. If a receiver of the Trust Estate shall be appointed in judicial proceedings, M&I Marshall & Ilsley Bank may be appointed as such receiver. In the event that M&I Marshall & Ilsley Bank is unwilling or unable to serve as such receiver, then David L. Lauterbach may be appointed as such receiver. Notwithstanding the appointment of a receiver, the Trustees shall be entitled to retain possession and control of all cash held by or deposited with them or their agents or co-trustees pursuant to any provision of this Agreement or any Harnischfeger Security Document.

2.5 Exercise of Powers. All of the powers, remedies and rights of the Trustees as set forth in this Agreement may be exercised by the Trustees in respect of any Harnischfeger Security Document as though set forth at length therein and all the powers, remedies and rights of the Trustees and the Holders as set forth in any Harnischfeger Security Document may be exercised from time to time as herein and therein provided.