

2.8 Waiver of Certain Rights.

(a) The Company agrees, to the extent it may lawfully do so, that it will not at any time in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, moratorium, turnover or redemption law, or any law permitting it to direct the order in which the Collateral shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Agreement or any Harnischfeger Security Document and hereby waives all benefit or advantage of all such laws and covenants that it will not hinder, delay or impede the execution of any power granted to the Trustees in this Trust Agreement or any Harnischfeger Security Document but will suffer and permit the execution of every such power as though no such law were in force; provided that nothing contained in this Section 2.8(a) shall be construed as a waiver of any rights of the Company under any applicable federal bankruptcy law or under any Harnischfeger Security Document.

(b) The Company, to the extent it may lawfully do so, on behalf of itself and all who may claim through or under it, including, without limitation, any and all subsequent creditors, vendees, assignees and lienors, expressly waives and releases any, every and all rights to demand or to have any marshalling of the Trust Estate upon any sale, whether