

made under any power of sale granted herein or in any Harnischfeger Security Document or pursuant to judicial proceedings or upon any foreclosure or any enforcement of this Agreement or any Harnischfeger Security Document, and consents and agrees that all the Trust Estate may at any such sale be offered and sold as an entirety.

(c) The Company hereby waives, to the extent it may lawfully do so, presentment, demand, protest and any notice of any kind (except notices explicitly required hereunder or under any Harnischfeger Security Document) in connection with this Agreement and the Harnischfeger Security Documents and any action taken by the Trustees with respect to the Collateral.

2.9 Limitation on Trustees' Duties in Respect of Collateral. Beyond their duties set forth in this Agreement and the Harnischfeger Security Documents as to the custody thereof and the accounting to the Company and the Holders for moneys and other property received by them hereunder or under any Harnischfeger Security Document, the Trustees shall not have any duty to the Company and the Holders as to any Collateral in their possession or control or in the possession or control of any agent or nominee of them or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.