

2.10 Limitation by Law. All rights, remedies and powers provided by this Section 2 may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Section 2 are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

2.11 Absolute Rights of Holders. Notwithstanding any other provision of this Agreement or any provision of any Harnischfeger Security Document, the right of each Holder, which is absolute and unconditional, to receive payments of the Secured Debt held by such Holder on or after the due date thereof as therein expressed, to seek adequate protection in respect of its interest in this Agreement and the Collateral, to institute suit for the enforcement of such payment on or after such due date, or to assert its position and views as a secured creditor in a case under the Bankruptcy Code in which the Company is a debtor, and the obligation of the Company, which is also absolute and unconditional, to pay the Secured Debt to the Holders at the time and place expressed