

and, to the extent permitted by law, the Mortgagee is hereby expressly authorized and empowered while a Period of Actionable Default shall have commenced and be continuing, (i) to enter into and upon and take possession of, and operate all facilities on, the Premises or any part thereof, personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) to enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) to conduct, either personally or by its agents, the business of the Premises, including, without limitation, the manufacturing, processing or assembly of goods; (iv) to exercise all rights of the Mortgagor with respect to the Collateral; (v) to complete any construction in progress on the Premises at the expense of the Mortgagor; and (vi) to collect and apply all income and Rents of the Premises less the necessary or appropriate expenses of collection thereof, either for the operation, care and preservation of the Premises, or, at the election of the Mortgagee in its sole discretion, to deposit such income into the Collateral Account to be held and applied in accordance with the Trust Agreement. The Mortgagee is also hereby granted, to the extent permitted by law, full and complete authority while a Period of Actionable Default shall have commenced and be continuing: (i) to employ watchmen to protect the Collateral; (ii) to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises; (iii) to make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (iv) to insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; (v) to make and enter into any contracts and obligations wherever necessary in its own name; and (vi) to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Secured Obligations hereunder. Notwithstanding the Mortgagee's continuance in possession or receipt and application of Rents, Mortgagee shall be entitled to exercise every right provided for in this Mortgage, in the Trust Agreement, in any of the other Harnischfeger Security Documents, or by law or at equity while a Period of Actionable Default shall have commenced and be continuing.

3. Foreclosure; Receiver. While a Period of Actionable Default shall have commenced and be continuing to the extent permitted by law, the Mortgagee is authorized, and shall have the power immediately to proceed by suit or suits at law or in equity or by any other appropriate remedy to protect and enforce the rights of the Mortgagee, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Secured Obligations or to foreclose this Mortgage or Trust, or to sell the Collateral under the power of sale, or the judgment or decree of a court or courts of competent