

tute and maintain such suits and proceedings as they may deem appropriate to protect and enforce the right vested in them by this Agreement and each Harnischfeger Security Document and (ii) the Trustees, subject to the provisions of Section 2.6 and 5.5, may, either after entry or without entry, proceed by suit or suits at law or in equity to enforce such rights and to foreclose upon the Collateral and to sell all or, from time to time, any of the Trust Estate under the judgment or decree of a court of competent jurisdiction.

2.4 Appointment of a Receiver. If a Period of Actionable Default shall have commenced and be continuing, upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustees under this Agreement or any Harnischfeger Security Document, the Trustees shall, to the extent permitted by law, without notice to the Company or any party claiming through the Company, without regard to the solvency or insolvency at the time of any Person then liable for the payment of any of the Secured Debt, without regard to the then value of the Trust Estate, and without requiring any bond from any complainant in such proceedings, be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, or any part thereof, and of the rents, issues, tolls, profits, royalties, revenues and other income thereof, pending such proceed-