MUTUAL GUARANTY AGREEMENT

MUTUAL GUARANTY AGREEMENT (this "Agreement"), dated as of December 30, 1994, by and between ABEX, INC., a Delaware corporation ("Abex") and COOPER INDUSTRIES, INC. an Ohio corporation ("Cooper") (each of Abex and Cooper, in its capacity as guarantor hereunder, being referred to herein as a "Guarantor") in favor of each other and the other persons referred to below.

WHEREAS, Pneumo Abex Corporation, a Delaware corporation and an indirect wholly owned subsidiary of Abex ("Seller"), and Wagner Electric Corporation, a Delaware corporation and a direct wholly owned subsidiary of Cooper ("Buyer") are entering into an Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement");

WHEREAS, Abex and Cooper will each derive substantial direct and indirect benefit from their respective subsidiaries' rights under the Asset Purchase Agreement; and

WHEREAS, one of the conditions to the consummation of the transactions contemplated by the Asset Purchase Agreement is that Abex and Cooper execute and deliver this Agreement;

NOW THEREFORE, for good and valuable consideration including the mutual covenants set forth herein and the benefits to be derived under the Asset Purchase Agreement, the parties hereby agree as follows:

SECTION 1. Guaranteed Obligations. Each Guarantor, as direct obligor and not merely as surety, absolutely and unconditionally guarantees to the other party hereto and to such other party's subsidiary which is party to the Asset Purchase Agreement (each of such persons in such capacity herein collectively referred to as the "Guarantees") the full and prompt payment when and as due of all amounts payable under the Asset Purchase Agreement by such Guarantor's subsidiary which is a party to the Asset Purchase Agreement and the full and prompt performance by such Guarantor's subsidiary which is a party to the Asset Purchase Agreement of all its undertakings and obligations under the Asset Purchase Agreement (collectively, the "Guaranteed Obligations").

SECTION 2. Abex Notice and Letter of Credit Requirements. Abex agrees that, for a period of four years following the Closing Date, it will not engage in any Abex Transaction (as defined below) unless in any such case it shall