

Group, Inc. (now known as WTI) and Henley Newco Inc. (now known as KREG)

8 Winfield

A. The Parties hereby acknowledge and agree that, until the recent sale to Mr Sickels, (i) Abco was the sole beneficial owner of 25,000 of the 100,000 Winfield shares owned of record by New Henley Holdings, and

(ii) New Henley Holdings was the sole beneficial owner of the other 75,000 Winfield shares.

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B. In order to maximize the value and liquidity of the Winfield shares, the Parties hereby acknowledge that the KREG Parties, with the informed written consent of the Abex Parties,

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have sold the Winfield shares for \$19.00 per share and distributed the net proceeds as follows:

(i) \$1,425,000 to KREG, and

(ii) \$475,000 to MAFCO

The Parties hereby release any and all claims related to any ownership disputes of the Winfield shares or the proceeds received on sale therefrom

10 Nichols and Procon.

A. MAFCO shall have no responsibility or liability with respect to (a) any claim arising out of the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release (as that term is defined in Environmental Laws), abatement or remediation of or any response action with respect to any "hazardous substance" (as that term is defined in any current or future statute, regulation or other law (collectively "Environmental Laws") pertaining to the protection of health, safety and the indoor or outdoor environment, including without limitation laws pertaining to the conservation, management or use of natural resources, the protection or use of air, surface water and groundwater, or the management, manufacture, presence, use, generation, transportation, treatment, storage or disposal of any hazardous substance) by or on behalf of Nichols (collectively, the "Nichols Environmental Claims"), including without limitation the Belle Mead and Svedala

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claims, or (b) any workers compensation claim relating to Procon ("Procon Workers Compensation Claims")

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B. MAFCO hereby assumes and reaffirms its assumption under the Assignment and Assumption Agreement all liability relating to past, present or future product liability or completed operations