party

under this paragraph 13, that this Agreement be fully and specifically performed even in the event of a breach, a remedy at law being inadequate. Without limiting the foregoing, the Abex Parties understand, based on their discussions with KREG, that KREG has commenced discussions with certain representatives for KREG senior and junior bondholders regarding a restructuring of its obligations to them, which restructuring may take the form of a case under the United States Bankruptcy Code, 11 U S C. ss 101 et seq , that KREG has informed the representatives of the content of this Agreement, and that such representatives have not objected to the KREG Parties' entry into this Agreement If the restructuring of any of the KREG Parties' obligations takes the form of a case under the Bankruptcy Code, they will seek the full performance of this Agreement, including without limitation, to the extent such provisions are applicable, the assumption of this Agreement under Section 365 of the Bankruptcy Code. In the Registration Statement that becomes effective with the Securities and Exchange Commission, the KREG Parties shall schedule this Agreement as a contract to be assumed pursuant to the Plan of Reorganization.

B Remedies The Parties shall, in addition to any rights or remedies for another's breach of this Agreement that are set forth herein, have and may pursue any and all rights, remedies and claims available by statute, at law or in equity for any such breach Any party's pursuit and enforcement of any one

or more rights, remedies or claims shall not be deemed an election or a waiver by such party of any other right, remedy or claim for any breach hereof or otherwise

C. Executory Accord This Agreement constitutes an executory accord within the meaning of New York General Obligations Law ss. 15-501 In the event that (a) any default or breach by any Party of any obligation under this Agreement shall remain unremedied for more than ten (10) days after notice to the defaulting or breaching Party of such default or breach, or (b) any Party shall commence or have commenced against it any bankruptcy case or insolvency proceeding in which this Agreement is not to be fully and specifically performed, any Party in whose favor such obligations ran or any Party opposite such bankrupt or insolvent Party, as the case may be, may elect in its sole

discretion to consider this Agreement null and void and proceed under its rights existing as if this Agreement never occurred

D. Specific Remedies Without limiting any other rights or remedies of any Party hereto, the Parties having determined each such remedy to be reasonable, hereby acknowledge the following as a remedy for any breach hereof

(1) The non-breaching Party shall have the right to setoff or recoup the amount that it has paid in performance of this Agreement prior to such breach, as well as the amount of any future, or post-breach payment obligations, against any claims that the breaching Party has against it under the Agreement or otherwise