

Corporation and Wheelabrator Technologies Inc.

2 Assignment of Insurance Claims, Rights and Information

A. The Abex Parties shall reasonably cooperate and make available to the KREG Parties any and all insurance policies and related insurance files or information owned or maintained by the Abex Parties under the Casualty Reserve Program to which Part II of Schedule II of the Assignment and Assumption Agreement relates

B. For any claim relating to the Henley Properties Category, the Exceeded Categories or any Subsequently Capped Category, the Abex Parties hereby assign, as of the Effective Date, the Effective Date and the Category Transfer Date, respectively, to the KREG Parties any and all rights, claims, causes of action, demands, or rights of subrogation or indemnification or third party reimbursement. As of such dates, the KREG Parties assume any and all obligations relating to such claims under the corresponding insurance policies, including without limitation loss fund deposits, collateralization, administrative fees, and assessments. To the extent any portion of such beneficial interest is not assignable, the Abex Parties

-12-

shall permit the KREG Parties, in their sole discretion, to pursue, in any or all of their names as appropriate, any such claim. The Abex Parties shall pay to the KREG Parties an amount equal to any amount actually received by such person within ten (10) days of such receipt

3. Pullman Pension Plan.

A. MAFCO and KREG shall cause MAFCO to assume sponsorship of the Pullman Inc. Non-Contributory Pension Plan (the "Plan") as of such date as may be prescribed by the Pension Benefit Guaranty Corporation ("PBGC") or any earlier date agreed to by MAFCO, but in all events, no later than March 31, 1997, MAFCO shall use its best efforts to cause the PBGC to issue a written release of KREG, MAFCO, and their respective affiliates of any obligation created prior to MAFCO's assumption of Plan sponsorship, including without limitation a release of any obligation of the KREG Parties pursuant to that certain letter agreement between Henley III and PBGC dated July 15, 1992.

B. KREG represents and warrants that (i) it is and has been continuously since July 17, 1992 sponsor of the Plan, (ii) through and including the Effective Date, (a) the Plan has obtained a favorable determination letter dated June 13, 1995 as to its qualified status under Section 401(a) of the Internal Revenue Code (the "Code") from the Internal Revenue Service (the "IRS"), a copy of which has been provided to MAFCO, (b) since July 17, 1992, the Plan has been operated and administered in

-13-

accordance with its terms and all applicable law, including without limitation the Code and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (c) since July 17, 1992, there has been no non-exempt, "prohibited transaction" (within the meaning of the Code and ERISA) with respect to the Plan, (d) other than the PBGC matter set forth in this paragraph 4, there has not been commenced or overtly threatened since July 17, 1992, and there has never been pending at any time