

description, whether known or unknown, anticipated or unanticipated, that any of the Abex Parties ever had, now has or hereafter can, shall or may have or claim to have by reason of, arising out of or relating to in any way the Disputes, the Pension Agreement, ownership of the Winfield shares or proceeds thereof, and/or any act, omission, matter or transaction that can be or could have been directly or indirectly alleged, asserted, described or set forth in connection with the matters referred to herein

B KREG's Special Release of MAFCO. Except as specifically set forth in this Agreement, the KREG Parties hereby release and forever discharge the Abex Parties and all of their respective agents, employees, representatives, officers, attorneys and shareholders from any and all claims, disputes,

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demands, debts, liabilities, obligations, claims for indemnification, causes of action, suits and costs (including without limitation reasonable attorneys' fees and expenses), of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, that any of the KREG Parties ever had, now has or hereafter can, shall or may have or claim to have by reason of, arising out of or relating to in any way the Disputes, the Pension Agreement, ownership of the Winfield shares or proceeds thereof, and/or any act, omission, matter or transaction that can be or could have been directly or indirectly alleged, asserted, described or set forth in connection with these matters described herein

C. Ownership of Rights, Claims and Stock. The Parties warrant and represent that, except as to such interests as reference is made in this Agreement, they are the only persons or entities that have any interest in any of the matters herein released, and that none of such claims, causes of action, costs or demands, or stock interests or certificates, or any part thereof, or any interest therein, has been pledged, hypothecated, assigned, granted or otherwise transferred in any way to any other person or entity.

D. No Effect No release in this paragraph 11 shall affect or preclude any party's ability to enforce the terms of this Agreement

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11. No Admission. This Agreement is a compromise and settlement of the Disputes executed in order to avoid any continued uncertainty, expense, inconvenience and burden associated with attempting to resolve the Disputes. After months of extensive arms'-length bargaining between the Parties and their counsel, the Parties believe that this Agreement represents fair consideration and reasonably equivalent value for each party. Neither this Agreement nor the settlement reflected herein is or shall be deemed or construed to be an admission or confession for any purpose or in any respect by any party hereto of any liability whatsoever to any other party hereto, and may not be offered, admitted or received into evidence in any court proceeding for any purpose other than to establish its terms or enforce its provisions Except for the matters expressly addressed herein, nothing contained in this Agreement shall in any way modify, cancel, extinguish or surrender any other contract obligation to which any or all of the KREG Parties and the Abex Parties are parties, including without limitation the Assignment and Assumption Agreement, the Pension Agreement and any other agreement executed between or among the Parties or their predecessors-in-interest or their current or former affiliates

12. Remedies.

A Intention of the Parties It is the intention of the parties, subject to the rights of the non-breaching