

Executive's beneficiaries on account of any period of time after such termination. After such termination, the Executive's beneficiaries shall receive any benefits to which the Executive or such beneficiaries may be entitled under any fringe benefit program that may have been provided by the Company pursuant to Section 3.5.

4.2 Disability. If, during the Term the Executive becomes disabled or incapacitated to the extent he is unable to perform his duties hereunder ("Totally Disabled") for a period of six (6) consecutive months, the Company shall have the right at any time thereafter, so long as the Executive is then still Totally Disabled, to terminate the Term upon sending written notice of termination to the Executive. If the Company elects to terminate the Term by reason of the Executive becoming Totally Disabled, the Company shall have no obligation hereunder to make any payments to the Executive on account of any period of time after such termination. After such termination, the Executive shall receive any benefits to which he may be entitled under any fringe benefit program that may have been provided by the Company pursuant to Section 3.5. While the Executive is Totally Disabled prior to the Term being terminated, Base Salary payable pursuant to Section 3.1 shall be reduced by any other benefits payable to the Executive under any disability plan provided for hereunder or otherwise furnished to the Executive by the Company.

4.3 Cause. In the event of gross neglect by the Executive of the Executive's duties hereunder, conviction of the Executive of any felony, conviction of the Executive of any lesser crime or offense involving the property of the Company or any of its subsidiaries or affiliates, willful misconduct by the Executive in connection with the performance of any material portion of the Executive's duties hereunder, breach by the Executive of any material provision of this Agreement or any other conduct on the part of the Executive which would make the Executive's continued employment by the Company materially prejudicial to the best interests of the Company, the Company may at any time by written notice to the Executive terminate the Term and, upon such termination, this Agree-

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ment shall terminate and the Executive shall be entitled to receive no further amounts or benefits hereunder, except any as shall have been earned to the date of such termination.

4.4 Company Breach. In the event of the breach of any material provision of this Agreement by the Company, the Executive shall be entitled to terminate the Term upon 60 days' prior written notice to the Company. Upon such termination, or in the event the Company terminates the Term or this Agreement other than pursuant to the provisions of Section 4.2 or 4.3, the Company shall continue to provide the Executive (i) payments of Base Salary, in the manner and amount specified in Section 3.1, (ii) performance bonuses, in the manner and amount specified in Section 3.2 and (iii) fringe benefits and additional benefits in the manner and amounts specified in Section 3.5 until the end of the Term (as in effect immediately prior to such termination) or, if the Company has not then given written notice of non-renewal pursuant to Section 2.2, for a period of twelve months after the last day of the month in which termination described in this Section 4.4 occurred, whichever is longer (the "Damage Period"). The Company's obligations pursuant to this Section 4.4 are subject to the Executive's duty to mitigate damages by seeking other employment provided, however, that the Executive shall not be required to accept a position of lesser importance or of substantially different character than the position held with the Company