The following table sets forth the compensation that the Company paid to its Chief Executive Officer and the three most highly compensated officers for services in all capacities to the Company for the years ended December 31, 1996, 1995 and 1994:

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary($)	Bonus($)	All Other Compensation($)
Theo Folz	1996	330,000	363,000	-
Vice Chairman of the	1995	300,000	300,000	
Board of Directors,				
Chief Executive Officer				
Stephen G. Taub	1996	400,000	475,000	3,963(a)
President & Chief Operating	1995	370,000	475,000	10,312(a)
Officer	1994	290,000	290,000	4,748(a)
Pramathesh S. Vora	1996	180,000	198,000	3,963(a)
Senior Vice President	1995	170,000	107,500	4,699(a)
	1994	140,000	84,000	4,414(a)
Peter W. Grace	1996	158,500	174,350	4,139(a)
Senior Vice President -	1995	150,000	90,000	5,219(a)
Finance	1994	140,000	94,000	4,278(a)

(a) All Other Compensation represents the Company matching 401(k) contributions and Supplemental Medical and Dental Expense Plan benefits.

In 1996, through the date of the Aerospace Sale, Albert D. Indelicato acted as President and Chief Executive Officer of Pneumo Abex. He was paid a salary of $192,708 and a bonus of $1,000,000 for services rendered in this capacity.

COMPENSATION PLANS AND ARRANGEMENTS

EMPLOYMENT AGREEMENTS. Certain of the Company's executive officers are parties to employment agreements with the Company or Mafco. The following is a description of certain terms of such agreements.

17

Mr. Folz has an employment contract with Mafco which includes compensation for his duties as Chief Executive Officer of the Company. The portion allocable to the Company is reimbursed by the Company and is shown in the compensation table above. Mr. Folz received no other benefits from the Company nor is he a participant in the Company pension plans.

The Company entered into an employment agreement with Mr. Taub which provides for him to be employed commencing on September 1, 1996 through December 31, 2000. At any time on or after December 31, 1999, the Company will have the right to give written notice of the non-renewal of the employment term. Upon the giving of such notice, the employment term is automatically extended so that it ends twelve months after the last day of the month in which the notice was given. From and after January 1, 2001 the employment term is extended on a day-to-day basis until the Company gives notice of non-renewal, as described above. Mr. Taub will be paid an annual base salary of not less than $400,000 for 1996 and $500,000 for 1997 through 2000, subject to increase at the discretion of the Company. Mr. Taub may earn a performance