

constitute "Base Salary" for purposes of this Agreement.

3.2 Bonus. In addition to the amounts to be paid to the Executive pursuant to Section 3.1, the Executive will be eligible to receive a bonus with respect to each calendar year included within the Term computed in accordance with the provisions of the next two succeeding sentences. If, with respect to any calendar year, the Company achieves EBITDA of at least the percentage set forth in the table below of its business plan for such year, such bonus shall be the percentage set forth in the table below of Base Salary with respect to the year for which the bonus (any such bonus, a "performance bonus") was earned:

Percentage of EBITDA in Business Plan -----	Percentage of Base Salary -----
80%	60%
85	75
90	90
95	100
100	105
105	110
110	125
115	150

In the event that the Term or this Agreement is terminated other than pursuant to Section 4.3, the Executive shall be entitled to receive a prorated performance bonus (if such a bonus is otherwise payable) with respect to (A) the year in which the Term or this Agreement terminated or, (B) in the event of a termination pursuant to Section 4.4, the year in which the Executive was last entitled to receive any payments of Base Salary, in an amount equal to (x) the percentage of Base Salary otherwise payable as a performance bonus with respect to such year multiplied by (y) a fraction, the numerator of which is the number of whole months elapsed from the beginning of such year to the date as of which the Term or this Agreement terminated or the last day as of which the Executive is entitled to receive payments of Base Salary, as applicable and the

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denominator of which is 12. A performance bonus or other bonus, if either or both are earned in accordance with this Agreement, shall be paid no later than March 31st of the year next following the year with respect to which such bonus was earned. The maximum bonus payable pursuant to this Section 3.2 shall be \$1,000,000 with respect to any calendar year. The bonus payable hereunder on account of calendar years commencing after December 31, 1996 shall be subject to approval by the shareholders of the Company of the bonus plan described herein.

3.3 Business Expenses. The Company shall pay or reimburse the Executive for all reasonable expenses actually incurred or paid by the Executive during the Term in the performance of the Executive's services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as the Company customarily may require of its officers provided, however, that the maximum amount available for such expenses during any period may be fixed in advance by the Chairman, the Vice Chairman or the Chief Executive Officer of the Company.