CEO Employment Agreement Mr Maher will earn a deferred bonus of $1,500,000 per year, which will be paid upon the later of the expiration of the term of the CEO Employment Agreement and the date Mr. Maher ceases to be a "covered employee" under Section 162(m) of the Code. Mr Maher also participates in the Performance Bonus Plan and the Transaction Bonus Plan and is entitled to receive certain stock options. The CEO Employment Agreement also grants Mr Maher the right to receive a special payment, which right vests one-third on December 1, 1995, one-third on July 1, 1996 and one-third on July 1, 1997. The special payment will be paid upon the later of the expiration of the term of the CEO Employment Agreement and the date Mr. Maher ceases to be a "covered employee" under Section 162(m) of the Code The amount of the special payment will equal the product of (i) the difference between (A) the lower of (x) $17.375 and (y) the price of a share of Company Common Stock on the date of payment and (B) $10.00 and (ii) 750,000, up to a maximum of approximately $5.5 million Mr. Maher also receives certain benefits, including the use of an automobile, participation in the Company's retirement and welfare plans, life insurance coverage equal to four times his base salary, health benefits coverage with 100% reimbursement of the reasonable and customary expenses incurred by Mr. Maher, his spouse and his dependents, and use of an aircraft, pursuant to the CEO Employment Agreement. Upon the death, disability or termination of Mr. Maher by the Company without cause (as defined in the CEO Employment Agreement), termination by Mr. Maher for good reason (as defined in the CEO Employment Agreement) or following a "change in control" (as defined below), Mr. Maher will receive: (i) a lump sum accelerated payment of the amount of the base salary, deferred bonuses and performance bonuses otherwise payable during the remainder of the term of the CEO Employment Agreement (these payments will not be less than $3,000,000 m total), (ii) a payment of all transaction bonuses otherwise payable during the remainder of the term of the CEO Employment Agreement, (iii) a gross-up for any excise tax imposed on excess parachute payments under the Code, (iv) vesting of stock options and the special payment, and (v) continued welfare benefits for Mr. Maher and his dependents for the remainder of the term of the CEO Employment Agreement Upon the termination of employment of Mr. Maher by the Company for cause or by Mr Maher otherwise than as described above, Mr Maher will receive (i) no further base salary; (ii) a pro rata performance bonus for the year of termination; (iii) in case of termination for cause only, a lump sum accelerated payment of deferred bonuses for the remainder of the term of the CEO Employment Agreement; and (iv) transaction bonuses for the remainder of the term of the CEO Employment Agreement Under the CEO Employment Agreement, a "change in control" of the Company means the failure of Ronald O. Perelman or his affiliated entities to beneficially own 25% or more of the voting power of the Company's voting securities, or

some other person and its affiliates owning more than 50% of the voting power of the Company's voting securities.

The Company entered into an employment agreement (the "Folz Employment Agreement") with Mr. Folz with respect to an employment term commencing on July 1, 1995 and ending on December 31, 1998, unless sooner terminated by Mr. Folz's death, disability, gross neglect or willful misconduct (in which case the Company may terminate Mr. Folz's employment immediately upon written notice), or the Company's breach of the Folz Employment Agreement In the event of Mr Folz's death or disability, a pro rated performance bonus and 60% of his base compensation is to be paid to Mr. Folz or his beneficiaries, as the case may be, for the longer of the remaining term of the Folz Employment Agreement or twelve months In the event that the Company breaches the Folz Employment Agreement, Mr. Folz is entitled to terminate his employment under the agreement, in that event, a pro-rated performance bonus and the remaining base compensation specified in the agreement is to be paid to Mr. Folz offset by any other compensation Mr. Folz receives during this period, and Mr Folz is entitled to group life, health and pension plan coverage for the remaining term of the Folz Employment Agreement or, if longer and if no non-renewal notice has been given by the Company prior to that time, twelve