subsidiary or affiliate, as the case may be.

1.3 Location. The duties to be performed by the Executive hereunder shall be performed primarily at

the office of the Company in Camden, New Jersey, subject to reasonable travel requirements on behalf of the Company.

2. Term of Employment; Certain Post-Term Benefits.

2.1 The Term. The term of the Executive's employment under this Agreement (the "Term") shall commence on September 1, 1996 and shall end on December 31, 2000 or such later date to which the Term is extended pursuant to Section 2.2.

2.2 End-of-Term Provisions. At any time on or after December 31, 1999 the Company shall have the right to give written notice of non-renewal of the Term. In the event the Company gives such notice of non-renewal, the Term automatically shall be extended so that it ends twelve months after the last day of the month in which the Company gives such notice. From and after January 1, 2001, unless and until the Company gives written notice of non-renewal as provided in this Section 2.2, the Term automatically shall be extended day-by-day; upon the giving of such notice by the Company, the Term automatically shall be extended so that it ends twelve months after the last day of the month in which the Company gives such notice.

2.3 Special Curtailment. The Term shall end earlier than the original December 31, 2000 termination date provided in Section 2.1 or any extended termination date provided in Section 2.2, in either case if sooner terminated pursuant to Section 4. Non-extension of the Term shall not be deemed to be a wrongful termination of the Term or this Agreement by the Company pursuant to Section 4.4.

3. Compensation; Benefits.

3.1 Salary. As compensation for all services to be rendered pursuant to this Agreement, the Company agrees to pay the Executive during that portion of the Term ending on December 31, 1996 a base salary, payable semi-monthly in arrears, at the annual rate of not less than $400,000 and, thereafter during the Term, at an annual rate of not less than $500,000, less such deductions or amounts to be withheld as required by applicable law and

regulations (the "Base Salary"). In the event that the Company, in its sole discretion, from time to time determines to increase the Base Salary, such increased amount shall, from and after the effective date of the increase,