3.4 Vacation. During the Term, the Executive shall be entitled to a vacation period or periods of four (4) weeks taken in accordance with the vacation policy of the Company during each year of the Term. Vacation time not used by the end of a year shall be forfeited, except that one week of vacation pay may be "banked" in accordance with Company policy.

3.5 Fringe Benefits. During the Term, the Executive shall be entitled to all benefits for which the Executive shall be eligible under any qualified pension plan, 401(k) plan, non-qualified benefit restoration plan, group insurance or other so-called "fringe" benefit plan which the Company provides to its executive employees generally. Such benefits include the right to the use of an automobile as is currently available to the Company's executive employees. In addition, the Company shall "gross up" the income imputed to the Executive under federal and any applicable state income tax laws for his personal use of the Company-furnished automobile and for any life insurance furnished to the Executive, such that the Executive effectively will suffer no personal cost for such fringe benefits.



4. Termination.

4.1 Death. If the Executive dies during the Term, the Term shall terminate forthwith upon the Executive's death and the Company shall have no obligation hereunder to make any payments to the 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