

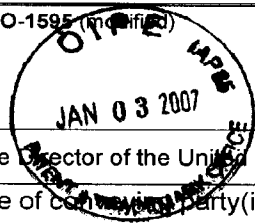
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Atty. Dkt. No. 069914-7501

FORM PTO-1595 (modified)

(Rev 6-93)



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

103357542

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

<p>1. Name of conveying party(ies):</p> <p><b>David GELLERMAN (Deceased)</b> <b>Robert GELLERMAN (Legal Representative)</b></p> <p>Additional conveying party(ies) <b>NO</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Spirent Communications of Rockville, Inc.</b> <b>15200 Omega Drive</b> <b>Rockville, MD 20850-3240</b></p>
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<p>3. Nature of conveyance: <b>Assignment – Via Employment Agreement</b> Execution Date: <b>12-18-00</b></p>	<p>Additional name(s) &amp; address(es) attached? <b>NO</b></p>
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4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:


<p>A. Patent Application Number(s): <b>11/156,705</b></p>	<p>B. Patent Number(s):</p>
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Additional numbers attached? **NO**

<p>5. Name and address of party to whom correspondence concerning document should be faxed:</p> <p><b>Gilberto M. Villacorta</b> <b>FOLEY &amp; LARDNER LLP</b> <b>Washington Harbour</b> <b>3000 K Street, N.W., Suite 500</b> <b>Washington, D.C. 20007-5143</b> <b>(202) 672-5399</b></p>	<p>6. Total number of applications/patents involved: <b>1</b></p> <p>7. Total fee (37 C.F.R. § 3.41): <b>\$40.00</b></p> <p><input type="checkbox"/> Check Enclosed <input checked="" type="checkbox"/> Credit Card Payment Form <input type="checkbox"/> Charge to deposit account</p> <p>8. Deposit account number: <b>19-0741</b></p>
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DO NOT USE THIS SPACE

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

<p><b>Gilberto M. Villacorta</b> <b>FOLEY &amp; LARDNER LLP</b> <b>Washington Harbour</b> <b>3000 K Street, N.W., Suite 500</b> <b>Washington, D.C. 20007-5143</b></p>	<p> Signature</p>	<p><b>January 3, 2007</b> Date</p>
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FORM PTO-1595 (modified)

(Rev 6-93)

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11-24-2006



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U.S. DEPARTMENT OF COMMERCE

SHEET

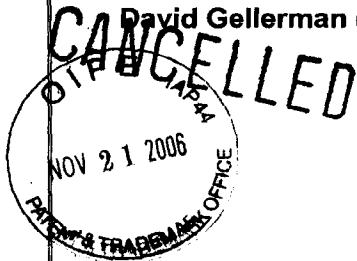
Patent and Trademark Office

11/21/06

To the Director of the United States Patent and Trademark Office, please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

David Gellerman (Deceased)



2. Name and address of receiving party(ies):

Spirent Communications of Rockville, Inc.  
15200 Omega Drive  
Rockville, MD 20850-3240

Additional conveying party(ies)

NO

3. Nature of conveyance:

Assignment - Via Employment Agreement

Execution Date:

12-18-00

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

11/156,705

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be faxed:

Gilberto M. Villacorta  
FOLEY & LARDNER LLP  
Washington Harbour  
3000 K Street, N.W., Suite 500  
Washington, D.C. 20007-5143  
(202) 672-5399

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- Check Enclosed
- Credit Card Payment Form
- Charge to deposit account

8. Deposit account number: 19-0741

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

*Phillip J. Articola*

*for*  
Gilberto M. Villacorta  
FOLEY & LARDNER LLP  
Washington Harbour  
3000 K Street, N.W., Suite 500  
Washington, D.C. 20007-5143

*Phillip J. Articola*  
Signature

November 21, 2006

Date



## EMPLOYMENT AGREEMENT

THIS AGREEMENT between Hekimian Laboratories, Inc., a Delaware corporation (the "Company"), and David Gellerman ("Executive"), is entered into as of this 18<sup>th</sup> day of December, 2000.

### WITNESSETH:

WHEREAS, Executive has been employed by the Company and/or its affiliates as a key executive officer;

WHEREAS, Spirent Holdings Corporation, a Delaware corporation and a wholly owned subsidiary of Spirent plc ("Parent"), a company organized under the laws of England and Wales shall acquire, pursuant to a stock purchase agreement dated as of November 16, 2000 ("Stock Purchase Agreement"), all of the outstanding shares, par value \$1.00 per share, of Lexa International Corporation, a Delaware corporation that is the owner of all of the outstanding shares, par value \$1.00, of the Company;

WHEREAS, the Parent and Company deem it desirable and in their best interests to make provision for the availability to the Company of Executive's services following the consummation of the transaction ("Acquisition") contemplated by the Stock Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Company and Executive agree that, effective as of the date the Acquisition is consummated (the "Commencement Date"), Executive shall be employed by the Company under the following terms and conditions:

1. Agreement to Employ. Except as otherwise expressly provided herein, the Company agrees to employ Executive for an initial period commencing on the Commencement Date and ending on December 31, 2001. Upon January 1, 2002 and each January 1 thereafter, the term of this Agreement shall be extended for one (1) additional year without any action by the Company or Executive, unless either the Company or Executive delivers written notice (the "Notice") to the other party, at least 60 days prior to any such January 1, stating that it or he does not want the term of this Agreement to be further extended. In the event that the Stock Purchase does not occur on or before January 31, 2001, this Agreement shall be rendered void and without effect. The period during which Executive is employed pursuant to this Agreement, including any extension thereof in accordance with the provisions of this paragraph, shall be referred to as the "Employment Period."

2. Duties and Responsibilities. Executive shall have the title and report to the position identified on Exhibit A hereto, which is hereby incorporated by reference and made a part hereof. During the Employment Period, Executive shall have the duties, responsibilities and obligations customarily assigned to individuals serving in the position or positions in which Executive serves hereunder and such other duties, responsibilities and obligations as the Company's Board of Directors (the "Board") and Executive shall

from time to time agree upon commensurate with such position. During the Employment Period, Executive shall devote his full time to the services required of him hereunder, except for vacation time and reasonable periods of absence due to sickness, personal injury or other disability, and shall use his best efforts, judgment, skill and energy to perform such services in a manner consonant with the duties of his position and to improve and advance the business and interests of the Company and its subsidiaries. Nothing contained herein shall preclude Executive from (i) serving on the board of directors of any business corporation with the consent of the Board, (ii) serving on the board of, or working for, any charitable or community organization or (iii) pursuing his personal financial and legal affairs, so long as such activities, individually or collectively, do not interfere with the performance of Executive's duties hereunder. Executive shall at all times perform his services for the Company at the location at which Executive was performing services immediately prior to the date hereof, except for reasonable periods of travel as are required in the performance of his duties hereunder and consistent with past practices.

3. Annual Compensation.

4. Benefits, Perquisites and Expenses.

5. Termination.

(a) Death, Disability or Retirement. This Agreement shall terminate automatically upon Executive's death, termination due to "Disability" (as defined below) or voluntary retirement under any of the Company's retirement plans as in effect from time to time. For purposes of this Agreement, Disability shall mean Executive's inability to substantially perform his duties under this Agreement as the result of his incapacity due to physical or mental illness for at least 26 weeks, and such incapacity is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive's legal representative (such agreement as to acceptability not to be unreasonably withheld).

(b) Cause. The Company may terminate Executive's employment for Cause. For purposes of this Agreement, "Cause" shall mean (i) any act of personal dishonesty taken by Executive in connection with his responsibilities as an employee and intended to result in personal enrichment of Executive, (ii) conviction of a felony that is

demonstrably injurious to the Company, (iii) a willful act by Executive which constitutes gross misconduct and which is demonstrably injurious to the Company, and (iv) continued violations by Executive of Executive's obligations as an employee of the Company that are demonstrably willful and deliberate on Executive's part after there has been delivered to Executive a written demand for performance from the Company which describes the basis for the Company's belief that Executive has not substantially performed his duties and Executive has been given 30 days to perform after receipt of such written demand.

(c) Good Reason. Executive may terminate his employment for Good Reason. "Good Reason" means the occurrence of any of the following, without the consent of Executive: (i) a change in Executive's position with the Company as set forth on Exhibit A hereto which materially reduces Executive's duties and responsibilities or the level of management to which he or she reports; (ii) a reduction in Executive's level of compensation (including fringe benefits and target bonus under any corporate-performance based incentive programs) or (iii) a relocation of Executive's place of employment by more than 35 miles.

(d) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 10(d). For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) if the Date of Termination is other than the date of receipt of such notice, specifies the termination date of this Agreement (which date shall be not more than 90 days after the giving of such notice); provided, however, that Executive shall be given at least 30 days notice in the event he is terminated by the Company for Disability. The failure by Executive to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason shall not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his rights hereunder.

(e) Date of Termination. For the purpose of this Agreement, the term "Date of Termination" means (i) in the case of a termination for which a Notice of Termination is required, the date of receipt of such Notice of Termination or, if later, the date specified therein, as the case may be, and (ii) in all other cases, the actual date on which Executive's employment terminates during the Employment Period.

6. Obligations of the Company upon Termination.

(a) Death or Disability. If Executive's employment is terminated during the term hereof by reason of Executive's death or Disability, this Agreement shall terminate without further obligations to Executive or Executive's legal representatives under this Agreement other than those obligations accrued hereunder at the Date of Termination, and the Company shall pay to Executive (or his beneficiary or estate) (i) Executive's full Base Salary and any payments due under any incentive plans through the Date of

Termination (the "Earned Salary"), (ii) any vested amounts or benefits owing to Executive under the Company's otherwise applicable employee benefit plans and programs, including any compensation previously deferred by Executive (together with any accrued earnings thereon) and not yet paid by the Company and any accrued vacation pay not yet paid by the Company (the "Accrued Obligations"), and (iii) any other benefits payable due to Executive's death or Disability under the Company's plans, policies or programs.

Any Earned Salary shall be paid in cash in a single lump sum as soon as practicable, but in no event more than 10 business days (or at such earlier date required by law), following the Date of Termination. Accrued Obligations and Additional Benefits shall be paid in accordance with the terms of the applicable plan, program or arrangement.

(b) Cause and Voluntary Termination Without Good Reason. If, during the Employment Period, Executive's employment shall be terminated for Cause in accordance with Section 5(b) or voluntarily terminated by Executive other than for "Good Reason" as defined in Section 5(c), the Company shall pay Executive (i) the Earned Salary in cash in a single lump sum as soon as practicable, but in no event more than 10 days or at such earlier date required by law, following the Date of Termination, and (ii) the Accrued Obligations in accordance with the terms of the applicable plan, program or arrangement.

(c) Termination by the Company Without Cause or by Executive for Good Reason. If (i) the Company terminates Executive's employment other than for Cause or (ii) Executive terminates his employment at any time for Good Reason, then Executive shall receive:

- (A) Executive's Earned Salary;
- (B) a cash amount (the "Severance Amount") equal to the sum of
  - (1) 12 months' Base Salary and
  - (2) the amount (if any) that would have been payable to Executive as a target bonus for the year in which his employment terminates;
- (C) the Accrued Obligations; and

The Earned Salary and Severance Amount shall be paid in cash in a single lump sum on or prior to the Date of Termination. Payments of the bonus shares and the Accrued Obligations shall be paid in accordance with the terms of the applicable plan, program or arrangement.

(d) Discharge of the Company's Obligations. Except as expressly provided in the last sentence of this Section 6(d), the amounts payable to Executive pursuant to this

Section 6 following termination of his employment shall be in full and complete satisfaction of Executive's rights under this Agreement. Such amounts shall constitute liquidated damages with respect to any and all such rights and claims and, upon Executive's receipt of such amounts, the Company shall be released and discharged from any and all liability to Executive under this Agreement. Nothing in this Section 6(d) shall be construed to release the Company from its commitment to indemnify Executive and hold Executive harmless from and against any claim, loss or cause of action arising from or out of Executive's performance as an officer, director or Executive of the Company or any of its subsidiaries or in any other capacity, including any fiduciary capacity, in which Executive served at the request of the Company to the maximum extent permitted by applicable law.

7. Restrictive Covenants

(a) Confidentiality.. Without the prior written consent of the Company, except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, Executive shall not disclose any trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, management organization information (including data and other information relating to members of the Board of Directors and management), operating policies or manuals, business plans, financial records, packaging design or other financial, commercial, business or technical information relating to the Company, Parent or any of its subsidiaries or affiliates (the "Company Group"), or inventions, discoveries, information, knowledge, know-how or data relating to machines, equipment, products, systems, software, research and/or development, designs, compositions, formulae, processes, manufacturing procedures or business methods, whether or not developed by Executive, or information designated as confidential or proprietary that the Company or any of its subsidiaries may receive belonging to suppliers, customers or others who do business with the Company or any of its subsidiaries (collectively, "Confidential Information") to any third person unless such Confidential Information has been previously disclosed to the public by the Company or is in the public domain (other than by reason of Executive's breach of this Section 7(a)).

(b) Company Property. Promptly following Executive's termination of employment, Executive shall return to the Company all property of the Company, and all copies thereof in Executive's possession or under his control.

(c) Non-Solicitation of Customers and Employees. During the Employment Period and the twelve-month period following his Date of Termination, Executive shall not (i) directly or indirectly induce any employee of the Company or any member of the Company Group to terminate employment with such entity, (ii) directly or indirectly, either individually or as owner, agent, employee consultant or otherwise offer employment to any person who is or was employed by the Company or a member of the Company Group unless such person shall have ceased to be employed by such entity for a period of at least three months or (iii) directly or indirectly solicit business of the type described in clause 7(d) below with any customer who has been a customer of the Company during the one year immediately preceding his Date of Termination.



(d) Non-competition. During the Employment Period and the twelve-month period following his Date of Termination, Executive shall not, other than in the performance of any duties for the Company and for no other purpose, engage in a business whose principal place of business is in a geographic area in which the Company is currently engaged in business and which is involved in the development, marketing, manufacturing and selling of hardware or software, and the licensing of hardware and software, for the service assurance segments of the operational support systems(OSS) communications market, to the extent that the Company is engaged in such activities as of the Commencement Date or such activities are substantially similar to derivatives of the Company's products or the Company's stated strategic direction (including its direction in combination with any other Spirent Communications Companies, envisaged at the date hereof), each as exists as of the Commencement Date, including without limitation the CenterOp product family or, without the prior written consent of the Company, directly or indirectly, own an interest in, manage, operate, join, control, lend money, or render financial or other assistance to, or participate in as an officer, employee, partner, stockholder, consultant or otherwise, any person that engages in a Competitive Business; provided, however, that, for the purposes of this Section 7(d), ownership of securities having no more than five percent of the outstanding voting power of any entity whose securities are listed on any national securities exchange or traded actively in the national over-the-counter market shall not be deemed to be in violation of this Section 7(d) so long as the owner of such securities has no other connection or relationship with any such entity. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit Executive from rendering services to, acquiring an economic interest in or otherwise providing assistance to the Company, or any member of the Company Group.

(e) Reasonableness of Restrictions. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section 7 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Section 7 relating to the time period, scope and/or subject matter shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope and/or subject matter such court deems reasonable and enforceable, said time period, scope and/or subject matter shall be deemed to become and thereafter be the maximum time period, scope and/or subject matter that such court deems reasonable and enforceable.

(f) Injunctive Relief with Respect to Covenants. Executive acknowledges and agrees that the covenants and obligations of Executive with respect to nonsolicitation, confidentiality and Company property relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Executive from committing any violation of the covenants and obligations contained in this Section 7. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity.

8. Intellectual Property Rights. Executive recognizes and agrees that Executive's duties for the Company may include the preparation of materials, including written or graphic materials for the Company or another Company Group member, and that any such materials conceived or written by Executive shall be done within the scope of his employment as a "work made for hire", as defined and used in the Copyright Act of 1976, as amended (17 U.S.C. Sections 101 et seq.). Executive agrees that because any such work is a "work made for hire", the Company or will solely retain and own all rights in said materials, including rights of copyright. Executive agrees to disclose, and assign to the Company his entire right, title and interest in and to, all inventions and improvements related to the Company's business or to the business of the Company Group (including but not limited to all financial and sales information), whether patentable or not, whether made or conceived by him individually or jointly with others at any time during his employment by the Company hereunder. The Company shall determine, in its reasonable judgment after consulting with Executive, whether any invention or improvement is related to the business of the Company or the Company Group ("Company Innovations"). Any such Company Innovations are to become and remain the property of the Company or the Company Group whether or not patent applications are filed thereon, and Executive hereby assigns to the Company all rights in the Company Innovations and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights. Executive agrees, upon request and at the expense of the Company, to make and execute applications for letters patent, in the United States and any other countries, through attorneys designated by the Company, and to assign all applications and patents which may issue thereon to the Company, the Company Group or their respective nominees and to make all such other applications and execute all such documents as may be necessary to effectuate the purpose of this Section 8. Executive hereby irrevocably transfers and assigns to the Company, and waives and agrees never to assert, any and all "Moral Rights" (as defined below) Executive may have in or with respect to any Company Innovation, even after termination of Executive's employment. "Moral Rights" mean any rights to claim authorship of any Company Innovation, to object to or prevent any modification of any Company Innovation, to withdraw from circulation or control the publication or distribution of any Company Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right".. Executive agrees that if in the course of providing services to the Company, the Executive incorporates into any Company Innovation any invention, improvement, development, concept, discovery, or other proprietary information owned by the Executive or in which the Executive has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with the Company Innovation.

9. Successors.

(a) This Agreement is personal to Executive and, without the prior written consent of the Company, shall not be assignable by Executive otherwise than by will or

the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors. The Company shall require any successor to all or substantially all of the business and/or assets of the Company, whether direct or indirect, by purchase, merger, consolidation, acquisition of stock, or otherwise, by an agreement in form and substance satisfactory to Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent as the Company would be required to perform if no such succession had taken place.

10. Miscellaneous.

(a) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, applied without reference to principles of conflict of laws.

(b) Expenses. During the term hereof, Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by Executive in accordance with its usual policies and procedures as in effect from time to time.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein and expressly supersedes any other agreement between the Company and Executive relating to his employment; provided, however, that this Agreement shall not supersede or modify in any way any indemnification agreement by and between Executive and the Company relating to the Company's obligations to indemnify Executive with respect to claims arising out of his services as an executive of the Company. No other agreement relating to the terms of Executive's employment by the Company, oral or otherwise, shall be binding between the parties unless it is in writing and signed by the party against whom enforcement is sought. There are no promises, representations, inducements or statements between the parties other than those that are expressly contained herein. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. In the event any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected. Executive acknowledges that he is entering into this Agreement of his own free will and accord, and with no duress, that he has read this Agreement and that he understands it and its legal consequences.

(d) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand-delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:                      at the home address of Executive  
noted on the records of the Company

If to the Company: to its principal executive offices, as  
in effect from time to time

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(e) No Duty to Mitigate.. Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

IN WITNESS WHEREOF, Executive has hereunto set his hand and the Company has caused this Agreement to be executed in its name on its behalf, and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day and year first above written.


HEKIMIAN LABORATORIES, INC.

  
By: \_\_\_\_\_  
Title:

David Gellerman, Executive

December 15, 2004

I, Patricia B. Calleja, Notary Public, hereby swear that the first signature appearing above is that of David R. Gellerman (deceased). Mr. Gellerman's signature is well-known to me.

  
Patricia B. Calleja  
Notary Public





**Exhibit C**



**Exhibit A**

**David Gellerman, VP Technology and Corporate Development reporting to President Hekimian  
Laboratories, Inc.**

**Exhibit B, part I**

## Exhibit B part II

*For illustrative purposes only – to be replaced with 2001 plan upon substantially similar terms, targets to be agreed.*

### Spirent Communications 2000 Bonus Scheme Rules Group Staff

The 2000 bonus plan is designed to reward the participants for group trading profit growth over 1999. The general scheme rules that apply to all participants are as follows;

#### Definitions

1. Group trading profit is defined as the aggregated trading profits of each business unit in the group as reported on their final MIB's less group expenses, for 1999 and 2000 inclusive of all costs for all incentive programs actually paid or accrued and specifically including the cost of this program. If the group trading profit as defined above for 2000 is adjusted due to the year-end audit or Bowthorpe review, the adjusted trading profit will be utilized for the growth calculation.
2. Growth is defined as the percentage increase in the group trading profit from 1999 to 2000 rounded to the nearest full percentage point.
3. Base salary is defined as a participant's annual salary, excluding incentives of any kind as of December 31, 2000.

#### Rules

1. The bonus amount is calculated based on a percentage of base salary for each participant for the group target trading profit growth rate as follows; from 0% growth to target growth the bonus amount increases linearly from 0% of salary to the percent of salary at the growth target i.e.  $(\text{percent of salary at growth target} / \text{growth target} * \text{actual growth percentage}) * \text{salary}$ . For example;

Base salary	=	\$75,000
Bonus % of salary	=	25%
Target trading profit growth	=	20%

Bonus calculation at target	=	$(25\%/20\%)*20\%*75,000 = \$18,750$
Bonus calculation at 10% growth	=	$(25\%/20\%)*10\%*75,000 = \$9,375$

2. Bonus amounts earned for exceeding the group trading profit growth target is individualized for each participant. See attached.

3. The bonus will be paid after the annual year-end audit of Bowthorpe is complete, approved and within 30 days of the results being publicly announced.
4. A participant must be an employee of their respective company at the time the bonus is paid to receive the bonus.
5. Employees hired during the first three-quarters of the year will be eligible for participation in the bonus program with approval by the Group President. Employees hired in the fourth quarter will not be eligible to participate in the program. The actual growth rate used for the bonus calculation will be the group trading profit growth for the period beginning with the quarter in which the employee started with the company through December 31, 2000 as compared to the same period in 1999. The payment amount will be prorated based on the actual length of employment as a percentage of the total year.
6. The bonus plan participants are the Group Staff.
7. The maximum bonus amount is two times salary.
8. The group trading profit growth target for 2000 is 20%