
The Company will indemnify the Executive, to the maximum extent permitted by applicable law, against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party by reason of the Executive being an officer, director or employee of the Company or of any subsidiary or affiliate of the Company.

9. Notices.

All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier or mailed first class, postage prepaid, by registered or certified mail (notices mailed shall be deemed to have been given on the date mailed), as follows (or to such other address as either party shall designate by notice in writing to the other in accordance herewith):

If to the Company, to:

Mafco Worldwide Corporation
5900 North Andrews Avenue
Suite 700
Fort Lauderdale, FL 33309-2367
Attn: Chief Executive Officer

If to the Executive, to:

Stephen G. Taub
3031 Simpson Avenue
P.O. Box 930
Ocean City, NJ 08226

10. General.

10.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely in New York.

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10.2 The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10.3 This Agreement sets forth the entire agreement and understanding of the parties relating to the Executive's employment by the Company, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the Executive's employment by the Company, including, without limitation, the Employment Agreement dated as of January 1, 1990, as amended (the "Prior Agreement") between the Company and the Executive, which Prior Agreement is deemed terminated hereby and of no further force or effect. No representation, promise or inducement has been