the rate provided for in the relevant statute.

(b) Refund of Tax Sharing Payment. In the event that the calculation of the Worldwide Group's Federal Taxable Income (or the Worldwide Group's State and Local Taxable Income) for any Taxable Period results in a loss, such loss may be carried back and deducted in calculating the Worldwide Group's Federal Tax (or the Worldwide Group's State and Local Tax) for prior Taxable Periods in the same manner as it would have been so carried back and deducted had it constituted a net operating loss deduction under Section 172 of the Code or a net capital loss deduction under Section 1212 of the Code (or in the case of state and local tax, under applicable state or local provisions), as such provisions would have been applied to a consolidated (or combined) return filed with respect to the Worldwide Group (or one or more members thereof), but after taking into account any limitation on the use of such loss imposed pursuant to Sections 382, 383, 384 or 904 of the Code or Treasury Regulation Sections 1.1502-15, 1.1502-20, 1.1502-21, 1.1502-22, 1.1502-91 (proposed), 1.1502.92 (proposed), 1.1502-93 (proposed) or 1.1502-94 (proposed) (or with respect to state and local tax, applicable state or local provisions). In such case the Worldwide Group's Federal Tax (or the Worldwide Group's State and Local Tax) shall be recomputed for the Taxable Period or Periods to which such loss is carried and for any subsequent Taxable Periods to take into account the deduction of such loss, and payments made pursuant to Paragraph 2 hereof shall be appropriately adjusted. In the case of any carryback of a loss pursuant to this Paragraph 6(b), any payment by Parent to Worldwide required by such adjustment shall be paid within seven (7) days after the date of filing the consolidated Federal income tax return of the Group (or relevant combined state or local income tax return) for the year in which such loss arises.

Excess credits for any Taxable Period shall be carried back and otherwise treated in a manner consistent with the provision of this Paragraph 6.

(c) In the event PCTIH is required to make any payments (any such payment, a "Relevant Payment") pursuant to Section 4.11(j) of the Stock and VSR Purchase Agreement, dated as of October 23, 1996 (the "Purchase Agreement"), by and among Parent, PCTIH and Mafco Consolidated Group Inc., as a result of Worldwide or any of its Subsidiaries having received a refund or having utilized the benefit of any overpayment of Taxes (as defined in the Purchase Agreement), Worldwide shall, promptly following its receipt of notice thereof, pay, or cause to be paid, to Parent or its designee an amount equal to the Relevant Payment.

7. Interest on Unpaid Amounts.

In the event that any party fails to pay any amount owed pursuant to this Agreement within ten (10) days after the date when due, interest shall accrue on any unpaid amount at the "designated rate" from the due date until such amounts are fully paid. For purposes of this Agreement, the "designated rate" shall mean ten percent (10%).

8. Indemnification.

Parent shall indemnify Worldwide and each Subsidiary of Worldwide on an after-tax basis (taking into account, when realized, any tax detriment or tax benefit to Worldwide or any Subsidiary of Worldwide of (x) a payment hereunder or (y) the liability to the Internal Revenue Service or state, local or foreign taxing authority giving rise to such a payment), with respect to and in the amount of: