

(whether on or after Closing), Seller shall, for the remaining term of the patent(s)' life, indemnify, defend and hold harmless the Buyer Indemnified Parties from and against all Adverse Consequences relating to the Bosch Infringement Claim.

(c) Notwithstanding Section 5.21(a), if the final judgment for the AlliedSignal Lawsuit (including all applicable appeals) does not enjoin or otherwise prohibit any of the Champion Companies from manufacturing platinum tipped spark plugs using the platinum ball welding method used by the Champion Companies, which was the subject of the AlliedSignal Lawsuit, then Seller's indemnity obligations for the AlliedSignal Lawsuit shall cease, except for Seller's obligation to satisfy any claims for damages.

(d) For purposes of determining the Seller's indemnity obligations under this Section 5.21, the provisions of Section 9.6(b) shall apply. Buyer and its Affiliates shall cooperate fully with Seller and assist Seller, from and after the Closing Date, regarding all aspects of any judicial, quasi-judicial, administrative, legal or equitable proceedings relating to the AlliedSignal Lawsuit. Such cooperation shall include (a) complying with all requests from the Seller for information from the Champion Companies which relates to the AlliedSignal Lawsuit and (b) causing employees, officers and directors of the Champion Companies (i) to make themselves available for interviews by and consultations with attorneys and other representatives for Seller; (ii) to testify at any depositions, hearings, trials or any other proceedings in connection with the AlliedSignal Lawsuit; and (iii) to analyze documents, testimony or other information relating to the AlliedSignal Lawsuit. Buyer shall provide such cooperation and information without the issuance of a subpoena, discovery request or other formal legal process. All travel and out-of-pocket expenses associated with such cooperation shall be borne by Seller, excluding cost of time expended by officers, employees and directors of Buyer and its Affiliates.

5.22. Third Party Debt. Seller shall use its reasonable best efforts to pay off all foreign third party debt set forth on Disclosure Schedule 2.3(m) before Closing. Following the Closing, the