

after the Closing, undertake the management and defense of Whitman Indemnified Assumed Liabilities subject to the provisions of this Section 11.7 and the Insurance Agreement. Seller shall cooperate with Buyer in this regard (including by granting reasonable access to Seller's employees and agents who are responsible for such management process prior to the Closing Date) to facilitate a smooth transition of such management responsibilities from Seller to Buyer. Seller shall, from and after the Closing Date, continue the management and defense of the Retained Asbestos Product Liabilities, the Whitman Indemnifiable Retained Environmental Liabilities and Retained Off-Site Environmental Liabilities (to the extent which, in each case, they have not ceased to be such as a result of a Whitman Event). Buyer shall not take any action which to its knowledge would result in Seller violating any of the provisions of the Whitman Agreements applicable to Seller with respect to the Business, Assets and Assumed Liabilities and Buyer shall reasonably assist and cooperate with Seller in complying with its obligations under the Whitman Agreements.

(b) In the event Seller receives notice of any Covered Liability which may be a Whitman Indemnified Liability, Seller shall promptly provide written notice thereof to Buyer. In the event Buyer receives notice of any Covered Liability which may be a Whitman Indemnified Liability, Buyer shall promptly provide written notice thereof to Seller. Failure to give, or delay in giving, such notices shall not relieve the