

Date and was transported from the Owned Real Property and with respect to which Buyer shall have given written notice to Seller on or prior to the fourth anniversary of the Closing Date specifying in reasonable detail the legal and factual basis of such claim (it being understood and agreed that a notice identifying the disposal of Hazardous Substances by the Business in specified sites without specific written evidence that any Government Authority or third party is seeking to impose liability on Buyer with respect to disposals on such specified sites shall not be sufficient notice for purposes of this clause (iii)) in which case Seller's obligations hereunder shall continue until such claim is finally resolved; provided, however, that upon the occurrence of a Whitman Event, all liabilities and obligations described in clause (i) above (other than Retained Liabilities referred to in Sections 2.4(a), (d) or (h) which shall continue to be Retained Liabilities) shall cease to be Retained Off-Site Environmental Liabilities and shall become Assumed Liabilities for all purposes under this Agreement.

"Returns" shall have the meaning set forth in Section 7.9(c).

"Seller" shall have the meaning set forth in the first paragraph hereof.