insurance policy under or as a result of which coverage for Asbestos Claims is being provided as of the Closing Date as set forth on Exhibit X (collectively, the "**Working Layer Policies**") on the basis that Buyer or such Champion Company is not, and does not succeed to the rights of, one or more of the insureds under the policy, Seller shall indemnify, defend and hold Buyer and the Champion Companies harmless against Adverse Consequences for Asbestos Claims in the proportion equal to the percentage of participation the Seller or its Affiliates is then achieving from the Denying Carrier under the then existing agreement with the Denying Carrier, or, in the absence of an agreement with the Denying Carrier as to the percentage of participation, could reasonably expect to achieve from the Denying Carrier (the "**Working Layer Policy Indemnity**") .

(ii) At Seller's option upon written notice to Buyer, which Seller may exercise in whole or in part from time to time and in lieu of the Working Layer Policy Indemnity for the Asbestos Claims for which the option is exercised, Buyer shall (or Buyer shall cause its applicable Affiliate to) assign to Seller or its designated Affiliate (the "**Claim Assignee**"), which the Claim Assignee shall assume, the liability for any Asbestos Claim, for which the option is exercised, made before the Abex Termination Date for Abex Products or made before the tenth anniversary of the Closing Date for other applicable products for which coverage to Buyer or the Champion Companies is being denied to the extent that neither Buyer nor any of its Affiliates have been paid by an insurance carrier or another responsible third party (the "**Uncompensated Claims**"). Although, upon exercising such option, the Claim Assignee will have assumed liability for the Uncompensated Claims, Buyer shall indemnify and hold harmless the Claim Assignee from that amount of the Uncompensated Claim that the Buyer would have paid on the claim had the insurance not been denied. In other words, Buyer shall indemnify and hold harmless the Claim Assignee for that portion of the Uncompensated Claim that the Denying Carrier would not have paid even if the claim were accepted.

(d) **Subsequent Layer Policies**