

other party from any liability or obligation hereunder unless (and then solely to the extent) the other party is thereby damaged. Seller shall submit a claim to Whitman under the Whitman Agreements with respect to any possible Whitman Indemnified Assumed Liability requesting Whitman to pay such possible Whitman Indemnified Assumed Liability. If Whitman fails promptly to satisfy its obligations under the Whitman Agreements with respect to such claim, Seller shall from and after the Closing Date use reasonable best efforts to pursue such claim for indemnification against Whitman on behalf of Buyer, pursuant to Buyer's direction and at Buyer's expense pursuant to Section 11.7(d).

(c) Buyer and Seller shall cooperate with each other in connection with the investigation, defense, prosecution or settlement of any possible Whitman Indemnified Liability and each party shall provide the other with reasonable access to the books, records, and personnel which are pertinent thereto and which are in the possession or control of the other party. However, Seller shall not settle any indemnification claim for Whitman Indemnified Assumed Liabilities without the prior written consent of Buyer, and the Buyer shall have the right to select competent legal counsel of its choice and at its expense (subject to the reasonable approval of Seller) who will provide legal advice and representation with respect to indemnification claims for Whitman Indemnified Assumed Liabilities. Seller shall have the right, at its option and expense, to retain