

(d) The parties shall cooperate in defending any third-party claim. The defending party shall have reasonable access to the books, records and personnel which are pertinent to the defense and which are in the possession or control of the other party.

10. TERMINATION.

10.1. Termination of Agreement. This Agreement may be terminated at any time prior to Closing as provided below:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing: (i) if, pursuant to Section 5.10 above, Seller has within the then preceding 10 days given Buyer any notice by means of a disclosure supplement of a condition, event or development that has had a Material Adverse Effect upon the financial condition of the Champion Companies taken as a whole; (ii) if there has been a material breach by Seller of any of its representations, warranties, or covenants contained in this Agreement, Buyer has notified Seller of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach; or (iii) if the Closing shall not have occurred on or before December 31, 1998 by reason of the failure of any condition precedent under Section 8.1 hereof (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant contained in this Agreement). Notwithstanding the preceding, the parties acknowledge and Buyer agrees that the risk of a partial or total loss of the Carquest account or any other account by the Champion Companies has been taken into account in Buyer's calculation of the Purchase Price, and any change or occurrence with respect to any account (including partial or total loss) shall not be deemed a basis for the termination of this Agreement; and