

Notwithstanding anything herein to the contrary, Buyer shall be responsible for and shall indemnify and hold Seller and its Affiliates harmless against any Adverse Consequences incurred in connection with bringing suit or participating in any mediation, arbitration or other alternative dispute resolution proceeding against any insurance carrier in pursuit of coverage for Asbestos Claims.

(g) **Cooperation.** With respect to pursuit of insurance coverage for Asbestos Claims, Buyer agrees use its best efforts to commence suit and pursue coverage in the suit against any Denying Carrier or Subsequent Layer Denying Carrier, unless otherwise agreed by the Parties. Buyer and Seller will (and will cause their Affiliates to) cooperate with the other and its counsel in connection with the pursuit of insurance coverage, the pursuit of indemnity from SMPC, and the defense of Asbestos Claims, including, making available their personnel, and providing such testimony and access to their books and records as shall be reasonably necessary. Each party shall (and each party shall cause its Affiliates to) negotiate using its best efforts and in good faith with any carrier regarding coverage for Asbestos Claims. Further, each party shall consult with the other in its discussions and negotiations with the applicable carriers. Buyer shall on a quarterly basis provide a report to Seller regarding the Asbestos Claims including a description of the claims made, status of pending claims and claims which are disposed. Neither party (nor its Affiliates) which a carrier acknowledges is or has succeeded to the rights of one or more of the insureds under an Working Layer Policy or a Subsequent Layer Policy shall enter into agreements with such carrier as to coverage levels, without the consent of the other party, which consent shall not be unreasonably withheld or delayed. If requested by Seller, Buyer shall (and shall cause its Affiliates to) assign to Seller to the extent that Seller or its Affiliates have indemnified Buyer or its Affiliates for Asbestos Claims or assumed liabilities associated with Asbestos Claims any rights or claims of Buyer or its Affiliates against any other Person associated with such Asbestos Claims.

(h) **Disclaimer.** Other than pursuant to Section 3.17, Seller does not make any representation or warranty as to the financial condition of any carrier, the adequacy of insurance coverage, the identity or number of parties that may make claims under the policies, whether