

- (c) any breach by PowerStream of its covenants, representations, warranties or obligations under the Brampton Purchase Agreement, or any failure of PowerStream to satisfy or cause to be satisfied any of its obligations under the Brampton Purchase Agreement, in each case that results in a vendor claim under the Brampton Purchase Agreement, whether the claim arises prior to, upon or following the Holdings Amalgamation or Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement and notwithstanding the Holdings Amalgamation, the Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement; and
 - (d) the design and/or the approval of the design of street lighting within PowerStream's service territory, which design is implemented or which approval is provided at any time prior to completion of Closing.
- (2) Subject to section 7.2, each of VHI, MEC, BHHI, Vaughan, Markham and Barrie (for the purposes of indemnity claims under this section 7.1(2) hereinafter individually referred to as an **"Indemnifying Party"**), as applicable, shall, severally and not jointly, (except as set out in section 7.2) indemnify and save harmless Mississauga, BPC, EC, Hamilton, HUC, St. Catharines, SCH and the Corporation and each of their respective councillors, officers, directors, employees, shareholders and agents (for the purposes of indemnity claims under this section 7.1(2) hereinafter collectively referred to as an **"Indemnified Party"**) from any and all Losses suffered or incurred by the applicable Indemnified Party relating to, in connection with or resulting from or arising out of any Claim or Third Party Claim in respect of:
 - (a) any breach by such Indemnifying Party of any representation and warranty contained in this Agreement or incorrectness in any certificate furnished by such Indemnifying Party in accordance with this Agreement (except that such Indemnifying Party shall not be required to indemnify and save harmless such Indemnified Party in respect of any inaccuracy or breach of any such representation or warranty unless such Indemnified Party shall have provided notice to such Indemnifying Party in accordance with section 7.5 on or prior to the expiration of the applicable time period related to that representation and warranty set out in section 9.3); and
 - (b) any breach by such Indemnifying Party of any covenants or agreements contained in this Agreement provided that the Indemnified Party shall have provided notice to such Indemnifying Party in accordance with section 7.5 on or prior to the second anniversary of the Closing Date.
- (3) Subject to section 7.2, EC (for the purposes of any indemnity claims under this section 7.1(3) hereinafter referred to as the **"Indemnifying Party"**) shall (except as set out in section 7.2) indemnify and save harmless Vaughan, VHI, Markham, MEC, Barrie, BHHI, Hamilton, HUC, St. Catharines, SCH and the Corporation and each of their respective councillors, officers, directors, employees, shareholders and agents (for the purposes of indemnity claims under this section 7.1(3) hereinafter collectively referred to as an **"Indemnified Party"**) from any and all Losses suffered or incurred by the applicable