

warranty in Section 3.11 shall survive the Closing and continue in effect for a period of 5 years and then expire. No party may claim indemnification for breach of a representation or warranty unless the Indemnified Party notifies the Indemnifying Party in writing of the indemnity claim including a reasonable description of the claim (whether or not fixed as to liability or liquidated as to amount) before the survival period expires. Any timely asserted claim for indemnification for breach of a representation or warranty shall not expire at the end of the survival period, but shall continue to be valid and assertible (and the Indemnifying Party's obligation to indemnify the Indemnified Party for such a claim shall survive) until the claim is finally resolved.

(b) Any covenant or other agreement of the parties contained in this Agreement or in any schedule, certificate or other document delivered in connection with this Agreement survives the Closing and continues until fully performed. The Indemnifying Party's obligation to indemnify the Indemnified Party for any claims, other than a claim for indemnification for breach of a representation or warranty, shall survive without limitation.

9.3. Limits on Indemnification.

(a) No Indemnified Party may claim indemnification for breach of a representation or warranty unless and until the aggregate amount of all Adverse Consequences and Environmental Claims incurred by or asserted against the Indemnified Party by reason of all such breaches exceeds \$25 million and then only to the extent the aggregate amount of the Adverse Consequences and Environmental Claims exceeds such threshold amount. The aggregate indemnification obligations of each of Seller or Buyer for breaches of representations and warranties shall not exceed \$1 billion.

(b) Indemnification claims for breaches of covenants or other agreements are not subject to any minimums or maximums.