TAX INDEMNITY AGREEMENT

This Tax Indemnity Agreement (this "Agreement") is entered into as of ______________________________, by and between ____ ("Indemnifying Party"), and ____ ("Indemnified Party").

RECITALS

WHEREAS, the Indemnifying Party and the Indemnified Party have entered into that certain ____ dated as of ______________________________ (the "Transaction Agreement"); and

WHEREAS, as a condition to the transactions contemplated by the Transaction Agreement, the parties have agreed to enter into this Agreement to allocate liabilities for certain Taxes and provide for indemnification in respect thereof.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representation contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified below:

a. **"Tax"** or **"Taxes"** means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severity, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

b. **"Tax Claim"** means any assessment, audit, examination, investigation, litigation, or other administrative or judicial proceeding with respect to Taxes.

c. **"Tax Return"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

2. TAX INDEMNIFICATION

1. **Indemnification by Indemnifying Party.** The Indemnifying Party hereby agrees to indemnify, defend, and hold harmless the Indemnified Party, its affiliates, officers, directors, employees, agents, and successors from and against any and all liability for, or in respect of, and any losses, damages, costs, or expenses (including reasonable attorneys' and accountants' fees) arising out of or resulting from:
   a. Any and all Taxes imposed on or with respect to ____ for any Tax period (or portion thereof) ending on or before ______________________________;
   b. Any and all Taxes arising from a breach of any representation, warranty, or covenant made by the Indemnifying Party in Section ____________ of this Agreement or the Transaction Agreement; and
   c. Any and all transfer, documentary, sales, use, stamp, registration, and other such Taxes incurred in connection with the transactions contemplated by the Transaction Agreement.

2. **Limitations on Indemnification.** Notwithstanding anything to the contrary contained herein, the Indemnifying Party's obligation to indemnify the Indemnified Party pursuant to this Section 2 shall be subject to the following limitations:
   a. The Indemnifying Party shall not be liable for any indemnity payment under this Agreement unless and until the aggregate amount of all losses exceeds ______________________________, after which the Indemnifying Party shall be liable for all such losses; and
   b. The maximum aggregate liability of the Indemnifying Party under this Agreement shall not exceed ____.

3. PROCEDURES FOR TAX CLAIMS

1. **Notice.** If the Indemnified Party receives notice of any Tax Claim that could give rise to a claim for indemnification under Section 2 of this Agreement, the Indemnified Party shall promptly, and in any event within ____________ days of receipt, notify the Indemnifying Party in writing of such Tax Claim. The failure to give such prompt notice shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent the Indemnifying Party is actually prejudiced by such failure.
2. **Control of Defense.** The Indemnifying Party shall have the right, at its sole cost and expense, to control the defense, compromise, or settlement of any such Tax Claim; provided, however, that the Indemnifying Party shall keep the Indemnified Party reasonably informed of the progress of such Tax Claim and shall not settle or compromise any such Tax Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. PAYMENT AND REIMBURSEMENT

Any indemnification payment required to be made by the Indemnifying Party pursuant to this Agreement shall be made within ____________ business days after written demand therefor by the Indemnified Party, which demand shall be accompanied by reasonable documentation setting forth the basis for and calculation of the amount claimed.

5. MISCELLANEOUS PROVISIONS

1. **Survival.** The representations, warranties, covenants, and indemnification obligations contained in this Agreement shall survive the closing of the Transaction Agreement until ______________________________.
2. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of ______________________________, without giving effect to any principles of conflicts of law.
3. **Entire Agreement.** This Agreement, together with the Transaction Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.
4. **Amendments and Waivers.** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.
5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Tax Indemnity Agreement as of the date first written above.

INDEMNIFYING PARTY:	**INDEMNIFIED PARTY:**
By:	By:
______________________________	______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________