TAX INDEMNITY AGREEMENT

FOR HISTORICAL LIABILITIES

This Tax Indemnity Agreement (this "Agreement") is entered into as of this ____________________ day of ____________________, 20____________________, by and between:

INDEMNITOR: ____, with a principal place of business at ____ (hereinafter referred to as the "Indemnitor");

AND

INDEMNITEE: ____, with a principal place of business at ____ (hereinafter referred to as the "Indemnitee").

The Indemnitor and the Indemnitee may collectively be referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties have entered into a certain business transaction pursuant to that certain agreement dated ____________________ (the "Transaction Agreement");

WHEREAS, the Indemnitee may face potential exposure to retroactive tax assessments, audits, adjustments, interest, penalties, or fines levied by tax authorities relating to the historical operations, assets, or taxable periods of the Indemnitor prior to the closing date of the Transaction Agreement; and

WHEREAS, to induce the Indemnitee to enter into the Transaction Agreement, and as a material condition thereto, the Indemnitor has agreed to provide indemnification for such historical and retroactive tax liabilities under the terms and conditions set forth herein.

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

1. DEFINITIONS

A. **"Historical Tax Period"** means any taxable period ending on or before ____________________, and the portion of any straddle period ending on such date.

B. **"Retroactive Tax Assessment"** means any assessment, reassessment, audit, adjustment, demand, or claim by any Tax Authority for Taxes attributable to any Historical Tax Period.

C. **"Tax"** or **"Taxes"** means any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, 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.

D. **"Tax Authority"** means any government, state, municipality, or any local, federal, or foreign administrative body, agency, court, or regulatory authority competent to impose, collect, or assess Taxes.

2. INDEMNIFICATION

The Indemnitor hereby agrees to defend, indemnify, and hold harmless the Indemnitee, its affiliates, directors, officers, employees, and agents from and against any and all losses, liabilities, claims, damages, obligations, payments, deficiencies, costs, and expenses (including, without limitation, reasonable attorneys' fees, accountant fees, and legal costs) arising out of, resulting from, or in connection with any Retroactive Tax Assessment relating to any Historical Tax Period.

3. PROCEDURE FOR TAX CLAIMS

A. **Notice of Claim:** If the Indemnitee receives notice of any pending or threatened Retroactive Tax Assessment, the Indemnitee shall promptly notify the Indemnitor in writing within____________________ days of receipt. Failure to give prompt notice shall not relieve the Indemnitor of its obligations under this Agreement, except to the extent the Indemnitor is actually prejudiced by such failure.

B. **Defense of Claim:** The Indemnitor shall have the right, at its own expense, to assume the defense, contest, or compromise of any such Retroactive Tax Assessment with counsel of its choosing, subject to the reasonable approval of the Indemnitee. The Indemnitee shall have the right to participate in such defense at its own cost.

C. **Consent to Settlement:** The Indemnitor shall not settle, compromise, or consent to the entry of any judgment concerning any Retroactive Tax Assessment without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. PAYMENT OF INDEMNITY

Any payment required to be made by the Indemnitor to the Indemnitee under this Agreement shall be made in immediately available funds to the bank account designated by the Indemnitee within____________________ business days after final determination of the Tax liability or upon receipt of a written demand from the Indemnitee detailing the amount due.

5. TERM AND SURVIVAL

This Agreement and the indemnification obligations herein shall survive the closing of the Transaction Agreement and shall remain in full force and effect until the expiration of the applicable statute of limitations for the relevant Historical Tax Periods, plus a period of____________________ days.

6. GOVERNING LAW AND JURISDICTION

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. Any legal action arising under this Agreement shall be brought exclusively in the courts located in __________________________.

7. MISCELLANEOUS

A. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations.

B. **Amendments:** This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

C. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

INDEMNITOR:	**INDEMNITEE:**
____	____
By: __________________________	By: __________________________
Name: __________________________	Name: __________________________
Title: __________________________	Title: __________________________