

TAX REPRESENTATION AND WARRANTY INDEMNITY AGREEMENT

This TAX REPRESENTATION AND WARRANTY INDEMNITY AGREEMENT (this "Agreement") is entered into as of _____, by and among:

BUYER: _____, a _____ corporation ("Buyer");

SELLER: _____, a _____ ("Seller"); and

INDEMNITOR: _____, a _____ ("Indemnitor").

Buyer, Seller, and Indemnitor are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Buyer, Seller, and _____ (the "Company") have entered into that certain Purchase and Sale Agreement, dated as of _____ (as amended, supplemented, or otherwise modified from time to time, the "Acquisition Agreement"), pursuant to which Buyer has agreed to acquire all of the outstanding equity interests of the Company;

WHEREAS, in connection with the transactions contemplated by the Acquisition Agreement, Seller and Indemnitor have agreed to provide certain representations, warranties, and indemnities with respect to Tax matters relating to the Company for the periods prior to the Closing Date; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligations of the Parties to consummate the transactions contemplated by the Acquisition Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings specified below:

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such taxable period ending on and including the Closing Date.

"Straddle Period" means any taxable period that begins on or before the Closing Date and ends after the Closing Date.

"Tax" or "Taxes" means any and all federal, state, local, or foreign taxes, charges, fees, imposts, levies, duties, or other assessments, including income, gross receipts, excise, real or personal property, sales, use, transfer, withholding, social security, occupation, use, service, license, net worth, payroll, franchise, severance, stamp, environmental, or other taxes, together with any interest, penalties, or additions to tax imposed by any Tax Authority.

"Tax Authority" means any governmental or regulatory authority, department, body, or agency responsible for the assessment, collection, administration, or imposition of any Tax.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Seller and Indemnitor, jointly and severally, represent and warrant to Buyer as of the date hereof and as of the Closing Date that:

Section 2.01. Tax Filing and Payment. All Tax Returns required to be filed by or on behalf of the Company have been timely filed in

accordance with all applicable laws, and all such Tax Returns are true, correct, and complete in all material respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been timely and fully paid.

Section 2.02. Audits and Proceedings. No examination, audit, investigation, action, suit, or proceeding by any Tax Authority is currently pending, ongoing, or, to the knowledge of Seller or Indemnitor, threatened in writing against or with respect to the Company. No deficiency for any Tax has been asserted or assessed in writing by any Tax Authority against the Company which has not been fully resolved, satisfied, or withdrawn.

Section 2.03. Liens. There are no liens for Taxes upon any of the assets of the Company, other than liens for Taxes not yet due and payable or being contested in good faith by appropriate proceedings.

Section 2.04. Tax Sharing Agreements. The Company is not a party to, bound by, or has any obligation under any Tax sharing, Tax allocation, Tax indemnity, or similar agreement or arrangement, other than commercial agreements entered into in the ordinary course of business, the principal purpose of which is not related to Taxes.

ARTICLE III

TAX INDEMNIFICATION

Section 3.01. Indemnification Obligations. From and after the Closing, Seller and Indemnitor shall, jointly and severally, indemnify, defend, and hold harmless Buyer and its affiliates (including, after the Closing, the Company) (each, an "Indemnified Party") from and against any and all losses, liabilities, claims, damages, deficiencies, costs, interest, penalties, and expenses (including reasonable attorneys' and accountants' fees) arising out of, resulting from, or in connection with:

- a. Any breach of or inaccuracy in any representation or warranty made in Article II of this Agreement;
- b. Any breach of or non-fulfillment of any covenant or agreement of Seller or Indemnitor contained in this Agreement;
- c. Any and all Taxes of, or imposed on, the Company for any Pre-Closing Tax Period; and
- d. Any Taxes of any other person for which the Company is held liable under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

Section 3.02. Survival of Representations and Warranties. The representations and warranties of Seller and Indemnitor contained in this Agreement shall survive the Closing until sixty (60) days after the expiration of the applicable statute of limitations.

ARTICLE IV

TAX CONTESTS

Section 4.01. Notice of Claim. Buyer shall promptly notify Seller in writing upon receipt by Buyer or the Company of any notice of any pending or threatened Tax audit, assessment, or proceeding (a "Tax Contest") that could reasonably be expected to give rise to an indemnification claim under Article III.

Section 4.02. Control of Tax Contests. Seller shall have the right to control, at its own expense, any Tax Contest relating solely to a Pre-Closing Tax Period; provided, however, that (a) Seller shall keep Buyer reasonably informed of the progress of such Tax Contest, (b) Buyer shall have the right to participate in the defense of such Tax Contest at its own expense, and (c) Seller shall not settle, compromise, or abandon any such Tax Contest without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE V

MISCELLANEOUS

Section 5.01. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without giving effect to any choice of law or conflict of law rules or provisions.

Section 5.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5.03. Entire Agreement. This Agreement, together with the Acquisition Agreement, constitutes the entire agreement among

the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Tax Representation and Warranty Indemnity Agreement to be executed as of the date first written above.

BUYER:

By: _____
Name: _____
Title: _____

SELLER:

By: _____
Name: _____
Title: _____

INDEMNITOR:

By: _____
Name: _____
Title: _____