TAX INDEMNITY AGREEMENT

This TAX INDEMNITY AGREEMENT (this "Agreement") is entered into as of ____________________, __________, by and between ____ ("Seller"), and ____ ("Buyer"). Seller and Buyer are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Seller and Buyer have entered into that certain ____ Agreement dated as of ____________________, __________ (the "Acquisition Agreement"), pursuant to which Buyer shall acquire ____ (the "Company") from Seller;

WHEREAS, as a condition to the transactions contemplated by the Acquisition Agreement, the Parties have agreed to enter into this Agreement to allocate responsibilities and provide indemnification for certain Tax liabilities arising in connection with the operations of the Company.

NOW, THEREFORE, in consideration of the mutual covenants 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

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

1. **"Pre-Closing Tax Period"** means any taxable period ending on or before the Closing Date, and the portion of any Straddle Period ending on the Closing Date.
2. **"Post-Closing Tax Period"** means any taxable period beginning after the Closing Date, and the portion of any Straddle Period beginning after the Closing Date.
3. **"Straddle Period"** means any taxable period that begins on or before the Closing Date and ends after the Closing Date.
4. **"Tax"** or **"Taxes"** means any and all federal, state, local, or foreign taxes, charges, fees, levies, 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, or other taxes, imposed by any Tax Authority, including any interest, penalties, or additions to tax in respect thereof.
5. **"Tax Authority"** means any domestic or foreign government, or any subdivision, agency, commission, or authority thereof, having jurisdiction over the assessment, determination, collection, or imposition of any Tax.
6. **"Tax Return"** means any return, report, declaration, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

ARTICLE II: TAX INDEMNIFICATION

1. **Indemnification by Seller.** From and after the Closing Date, Seller shall defend, indemnify, and hold harmless Buyer, the Company, and their respective affiliates, officers, directors, and employees from and against any and all Taxes:
   a. imposed on or with respect to the Company for any Pre-Closing Tax Period;
   b. resulting from a breach of any representation or warranty made by Seller regarding Tax matters in the Acquisition Agreement or this Agreement;
   c. resulting from a breach of any covenant or agreement of Seller contained in this Agreement; or
   d. arising from the transactions contemplated by the Acquisition Agreement.

2. **Indemnification by Buyer.** From and after the Closing Date, Buyer shall defend, indemnify, and hold harmless Seller and its affiliates from and against any and all Taxes:
   a. imposed on or with respect to the Company for any Post-Closing Tax Period (except to the extent such Taxes are subject to indemnification by Seller under Section 2.1); or
   b. resulting from a breach of any covenant or agreement of Buyer contained in this Agreement.

ARTICLE III: ALLOCATION OF STRADDLE PERIOD TAXES

For purposes of determining the allocation of Taxes for a Straddle Period:

1. In the case of Taxes that are based on income, sales, payroll, or transaction activity, such Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on an interim closing of the books of the Company as of the close of business on the Closing Date.
2. In the case of property Taxes and other ad valorem Taxes, such Taxes shall be allocated based on the number of days in the Straddle Period prior to and including the Closing Date relative to the total number of days in the entire Straddle Period.

ARTICLE IV: TAX RETURNS AND CONTESTS

1. **Filing of Returns.** Seller shall, at its own cost and expense, prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of the Company that are required to be filed for taxable periods ending on or before the Closing Date. Buyer shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of the Company that are required to be filed for taxable periods ending after the Closing Date, including any Straddle Period Tax Returns.
2. **Tax Contests.** Buyer shall notify Seller in writing within __________ days of the receipt by Buyer or the Company of any notice of audit, assessment, or other proceeding (a "Tax Contest") relating to Taxes for which Seller may have an indemnification obligation under this Agreement. Seller shall have the right, at its own expense, to control the conduct of any such Tax Contest to the extent it relates solely to a Pre-Closing Tax Period, provided that Seller shall not settle or compromise any such Tax Contest without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE V: MISCELLANEOUS

1. **Survival.** The indemnification obligations under this Agreement shall survive the Closing until __________ days after the expiration of the applicable statute of limitations for the Taxes in question.
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 choice of law or conflict of law provision.
3. **Counterparts.** This Agreement may be executed in 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 caused this Tax Indemnity Agreement to be executed by their respective authorized officers as of the date first written above.

SELLER:	**BUYER:**
______________________________	______________________________
______________________________	______________________________
By:	By:
Name:	Name:
Title:	Title: