

TAX PENALTY AND INTEREST INDEMNITY AGREEMENT

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

Indemnifier: _____, located at _____
(hereinafter referred to as the "Indemnifier"),

and

Indemnified Party: _____, located at _____
(hereinafter referred to as the "Indemnified Party").

RECITALS

WHEREAS, the Indemnifier and the Indemnified Party have entered into a transaction or relationship pursuant to _____ dated _____, 20_____, (the "Underlying Agreement"); and

WHEREAS, tax returns, filings, or positions have been or will be taken in connection with the transaction described in the Underlying Agreement; and

WHEREAS, the Indemnifier has agreed to protect, indemnify, and hold harmless the Indemnified Party from and against any and all tax penalties, additions to tax, and interest that may be assessed by any relevant tax authority in connection with such tax positions, subject to 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. INDEMNIFICATION

Subject to the terms of this Agreement, the Indemnifier hereby covenants and agrees to indemnify, defend, and hold harmless the Indemnified Party from and against any and all liabilities, losses, damages, costs, or expenses consisting of penalties, additions to tax, and interest (collectively, "Tax Liabilities") imposed by any federal, state, local, or foreign taxing authority arising out of or resulting from the tax treatment or tax positions taken with respect to _____.

2. SCOPE AND LIMITATIONS

This indemnity shall apply only to Tax Liabilities arising from audits, examinations, assessments, or reassessments initiated by tax authorities for the tax years _____ through _____. The maximum aggregate liability of the Indemnifier under this Agreement shall not exceed _____. This indemnity shall not cover any underlying primary tax liabilities, but is strictly limited to interest, fines, and penalties associated therewith.

3. NOTICE OF CLAIM

The Indemnified Party shall promptly notify the Indemnifier in writing within _____ days of receiving any written notice, assessment, audit inquiry, or demand from any taxing authority regarding any matter that may give rise to a claim for indemnification under this Agreement. Failure to provide prompt notice shall not relieve the Indemnifier of its obligations hereunder, except to the extent the Indemnifier is materially prejudiced by such failure.

4. CONTROL OF DEFENSE AND SETTLEMENTS

The Indemnifier shall have the right, at its own expense, to assume and control the defense, contest, or compromise of any tax audit, examination, or proceeding that may result in a claim for indemnification under this Agreement; provided, however, that the Indemnifier shall consult with the Indemnified Party in good faith and shall not settle or compromise any such proceeding

without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. PAYMENT OF INDEMNITY CLAIMS

The Indemnifier shall pay to the Indemnified Party any amounts due under this Agreement within _____ days after a final determination of the applicable Tax Liabilities has been made. A "final determination" shall mean a settlement agreement with a taxing authority, a final decision of a court of competent jurisdiction from which no further appeal can be taken, or the expiration of the applicable statute of limitations.

6. TERM AND TERMINATION

This Agreement shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of the tax positions covered hereunder, including any extensions or waivers thereof agreed to by the parties or imposed by law.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

8. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, oral or written. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

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

INDEMNIFIER:

INDEMNIFIED PARTY:

By:

By:

Name:

Name:

Title:

Title: