

STATE AND LOCAL TAX INDEMNIFICATION AGREEMENT

This State and Local Tax Indemnification Agreement (this "Agreement") is entered into as of _____, 20_____, by and between _____ ("Indemnitor"), and _____ ("Indemnitee").

RECITALS

WHEREAS, Indemnitor and Indemnitee have entered into that certain _____ dated as of _____, 20_____, (the "Underlying Agreement"); and

WHEREAS, in connection with the transactions contemplated under the Underlying Agreement, the parties desire to allocate the risk and responsibility for certain state and local taxes that may be asserted, assessed, or imposed by any state, local, municipal, or other regional taxing authority.

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 COVENANT

1.1 Indemnitor hereby agrees to indemnify, defend, and hold harmless Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert fees, and disbursements) arising out of or resulting from any state and local taxes, including but not limited to sales, use, gross receipts, franchise, income, excise, personal property, or transfer taxes, together with any interest, penalties, or additions to tax (collectively, "State and Local Taxes"), imposed by any state or local taxing authority of _____ with respect to, arising out of, or in connection with:

- (a) The performance, delivery, or receipt of goods or services under the Underlying Agreement;
- (b) Transactions contemplated by the Underlying Agreement; or
- (c) Any failure by Indemnitor to timely file any tax return or report, or to pay any State and Local Taxes required to be paid by Indemnitor under applicable law.

2. NOTICE AND DEFENSE OF CLAIMS

2.1 If Indemnitee receives any notice, assessment, audit inquiry, or demand from any state or local taxing authority regarding State and Local Taxes for which it intends to seek indemnification under this Agreement (a "Tax Claim"), Indemnitee shall notify Indemnitor in writing within _____ days of receipt of such notice. Failure to give timely notice shall not relieve Indemnitor of its obligations under this Agreement except to the extent that Indemnitor is actually prejudiced by such failure.

2.2 Indemnitor shall have the right, at its own expense, to assume the defense, control, settlement, or compromise of any such Tax Claim, provided that Indemnitor diligently pursues such defense. If Indemnitor assumes the defense, Indemnitee shall cooperate fully, at Indemnitor's expense, with all reasonable requests for information and assistance. Indemnitor shall not settle or compromise any Tax Claim without the prior written consent of Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed, if such settlement or compromise would impose any material ongoing obligation or non-indemnified tax liability on Indemnitee.

3. COOPERATION AND TAX FILINGS

3.1 Indemnitor and Indemnitee agree to cooperate with each other, as and to the extent reasonably requested, in connection with the filing of any tax returns, the preparation for any audit, or the prosecution or defense of any claim or proceeding relating to State and Local Taxes covered by this Agreement. Such cooperation shall include the retention and provision of records and

information reasonably relevant to any such tax return, audit, or proceeding.

4. TERM AND SURVIVAL

4.1 The indemnification obligations set forth in this Agreement shall survive the expiration or termination of the Underlying Agreement and shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of the relevant State and Local Taxes, plus a period of _____ days.

5. GOVERNING LAW

5.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without giving effect to any conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this State and Local Tax Indemnification Agreement as of the date first written above.

INDEMNITOR:

INDEMNITEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____