INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

AGREEMENT made this [day] day of [month], [year], by and between [seller](“SELLER”) and ISKYO ARONOV (the “BUYER”)

WHEREAS, seller has agreed to sell to buyer all of the outstanding Membership Interest of [llc].

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter described, the parties hereto agree as follows:

1. Seller shall indemnify, and hold harmless Buyer from and against any and all claims relating to the sale of the Membership Interest of [llc], and any parties claiming any right to [llc] or its assets or any Membership Interest of [llc].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

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[seller]

Affirmed to me this \_\_\_

Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, [year]

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NOTARY PUBLIC