INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

LEGAL NAME OF ENTITY: [ENTITY] D/B/A: [DBA]

TRANSFEROR: [TRANSFEROR]

TRANSFEREE: [TRANSFEREE]

DATE: [DAY] Day of [MONTH], [YEAR]

AGREEMENT made as of the date first set above, by and between the Transferor (“SELLER”) and Transferee (the “BUYER”)

WHEREAS, seller has agreed to sell to buyer all of the outstanding Membership Interest of the entity first referenced above.

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 the LLC, and any parties claiming any right to its assets or Membership Interest.

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

[TRANSFEROR]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [TRANSFEREE]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transferor Transferee

(Print name) (Print name)

Affirm to me this \_\_\_\_ Affirm to me this \_\_\_\_

Day of \_\_\_\_\_\_\_\_\_\_\_, [YEAR] Day of \_\_\_\_\_\_\_\_\_\_\_, [YEAR]

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