

Hold Harmless Agreement

The Seller Of the business know as

(hereinafter referred to as "the Business") located at

hereby agrees to indemnify the Buyer of the Business against and in respect of any and all liabilities or obligations of or claims against the Business of any nature, whether accrued, absolute, contingent, or otherwise, existing or asserted to exit as of the closing date to the extent the liability, obligation, or claim is not disclosed on the Schedule attached hereto as of the date of this Agreement, and any and all losses, damages, costs, and expenses incurred by the Buyer in defending against any of those matters or by reason of any breach of any of the representations and warranties of the Seller made in the Business Purchase and Sale Agreement or in any certificate, document, or other instrument delivered pursuant to the purchase of the Business.

IN WITNESS WHEREOF, the parties have executed this Agreement at

_____ on _____
Date

_____ BUYER _____
Witness Signature

_____ _____
Witness Printed or typed Name

_____ _____
Witness Signature

_____ _____
Witness Printed or typed Name