INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Buyer and Seller hereby acknowledge that in view of the important legal and financial aspects and the complexity of the proposed purchase/sale of the business/property known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ they were advised by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Broker”, to obtain the appropriate counsel from legal, accounting and other professionals concerning the sale/purchase.

Buyer and Seller each acknowledge that Broker, nor any of Broker’s agents, employees, officers, directors, shareholders, co-brokers, independent contractors and affiliates (“Broker Group) made any representations or warranties regarding any fact regarding the business/property being sold, any legal issues, aspect or ramification connected with the proposed purchase/sale, or any representation or warranty to either Buyer or Seller concerning the financial condition, or any matter relating to either party. In fact, Broker Group has made no independent investigation or verification of any representation, warranty, document, or piece of information presented by either party. Each party has either done its own independent investigation with respect to such items, or was advised by Broker Group to do so.

Broker Group is hereby released, indemnified and held harmless by Seller and/or Buyer from and against any and all claims and damages of every kind attributable to the performance or non-performance of Seller and/or Buyer under any agreement connected with the sale/purchase of the business and property described above. Broker Group shall not be liable or responsible for, and are hereby indemnified and held harmless by Seller and/or Buyer from and against any and all claims and damages of any kind relating to the above-referenced sale/purchase, except for the intentionally wrongful, or grossly negligent acts of same.

Both parties agree that Broker Group has fulfilled Broker Group’s primary brokerage function concerning the sale/purchase.

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Date Signature, Seller

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Date Signature, Seller

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Date Signature, Buyer

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Date Signature, Buyer