



NORTHWESTERN
HEALTH SCIENCES UNIVERSITY

FAMILY PROTECTION PLAN AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20__
by and among the “**Owner**”:

Name: _____

Address: _____

Phone: _____

Email: _____

AND

The “**Clinic Representative**”:

Name: _____

Address: _____

Phone: _____

Email: _____

AND

Northwestern Health Sciences University (the “**University**”), located in Bloomington,
Minnesota.

WHEREAS, Owner is the owner of:

Clinic Name: _____

Clinic Address: _____

Clinic Phone: _____

: and

WHEREAS, Owner wishes to obtain the University’s assistance in the sale of Owner’s practice
when Owner dies or in the event that Owner becomes totally disabled and is no longer able to
practice chiropractic; and

WHEREAS, time is of the essence upon Owner’s death or total incapacity in order to
obtain maximum value for the sale of the Clinic.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and promises hereinafter contained, do hereby agree as follows:

1. Owner hereby designates Clinic Representative to represent Owner in connection with the continued operation and sale of Owner's Clinic upon Owner's death or disability. Clinic Representative hereby accepts such appointment.

2. Upon Owner's death or total disability, the Clinic Representative will immediately contact the University to inform the University of the death or disability.

3. The Clinic Representative will have sufficient authority to share all financial and other information with the University and its Partners so that the University representatives and its Partners have sufficient information to assess the Clinic's value and financial viability.

4. Depending upon the needs of the Clinic, the University may contact one or more of the following entities ("Partners"):

- A licensed broker dealer who will assist in the sale of the Clinic;
- A practice management group which will contract with the Clinic Representative to provide practice management services for the Clinic, which will include the selection of a relief chiropractor to provide patient treatment for the Clinic.

5. It is understood that the Clinic Representative may be required to execute various legal contracts in order for the broker dealer Partner to sell Owner's practice as well as with a practice management group to provide practice management services and a relief chiropractor to provide for patient treatment while the Clinic is undergoing sale. Owner agrees that the Clinic Representative will pay all required fees and expenses incurred in connection with the assessment, continued operation and sale of Owner's Clinic from revenues generated by continued operation and sale of the Clinic.

6. Owner and the Clinic Representative agree that the University may post information, including Clinic financial and Owner tax records, concerning the sale of Owner's Clinic on the University's website, on the board in the Career Services office and in the University's monthly newsletter. Upon receiving updated information from the Clinic Representative, the University may post and update information on these various vehicles similar to posting information on other practice opportunities. Owner and Clinic Representative certify the accuracy of the Clinic information and financial records, and Clinic Representative will execute any certifications and authorizations regarding such Clinic information and records which the University may require.

7. In the event the Clinic is not sold quickly and the broker dealer Partner determines that Clinic income no longer justifies continued Clinic operation, the broker dealer Partner will provide the Clinic Representative with liquidation options and the practice management Partner

will provide the Clinic Representative with information concerning the posting of the Clinic sale on an auction website.

8. In the event the University engages in the facilitation activities described in this Agreement, the Owner hereby directs the Clinic Representative to pay the University an administrative fee of \$1,000 from the proceeds derived from the sale of the Clinic.

9. The Owner understands that the University has no legal obligation to act on Owner's behalf and may decline to perform the activities described in this Agreement. It is the Owner's further understanding that if the University does act it will act solely as a facilitator and "matchmaker" in connection with these various Partners and that the University will not be a party to any of the legal contracts between the Clinic Representative and these various Partners.

10. It is the Owner's further understanding that although the University may provide names to the Clinic Representative of one or more practice management groups, one or more broker dealers and possibly other Partners, the University is making no representations, promises or guarantees concerning the competence or the performance of such entities.

11. It is the Owner's intention that this Agreement survive Owner's disability, incapacity or death, and any guardian, conservator, attorney-in-fact, personal representative, trustee, heir, beneficiary, assignee or other party as agent for or successor to Owner shall honor it.

12. If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions will not, in any way, be affected or impaired thereby; and notwithstanding the foregoing, all provisions of this Agreement shall be enforced to the extent that it is reasonable.

13. This Agreement shall be deemed to have been executed and delivered within the State of Minnesota and the rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of Minnesota. The proper venue for any dispute is the County of Hennepin in the State of Minnesota.

14. Owner and the Clinic Representative acknowledge and agree that in the event of any action or claim arising out of or relating to this Agreement by the Owner, the Clinic Representative or any third party, the Clinic Representative must pay all legal costs and fees of the University relative to that litigation unless such Owner, Clinic Representative or third party prevails.

15. This Agreement constitutes the entire agreement between the University, Owner and Clinic Representative as to the disposition of Owner's Clinic. All oral agreements, representations or understandings prior to the date of this Agreement are invalid and any modifications or amendments to this Agreement must be in writing and signed by all parties hereto to be binding.

16. Any notices required herein shall be deemed proper when personally delivered or sent by first class U.S. mail, postage prepaid to University, Owner or Clinic Representative.

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

NORTHWESTERN HEALTH SCIENCES UNIVERSITY

By: _____
Its: _____

OWNER SIGNATURE

WITNESS SIGNATURE

WITNESS SIGNATURE

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

CLINIC REPRESENTATIVE SIGNATURE

WITNESS SIGNATURE

WITNESS SIGNATURE

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public