

BUY AND SELL AGREEMENT

THIS AGREEMENT is made and entered into as of January 7, 2011 by and among Dr. Brad Strong, an individual, Dr. Nathan Johnson, an individual and Dr. Robert Baird, an individual (collectively, “**Owners**”). The Owners are engaged in the practice of dentistry under the entity name of CFDental Payson, PLLC, a Utah professional limited liability company (“the **Practice**”). This Agreement is subject to the rights of Cascade Family Dental, LLC (“**Franchisor**”) under a franchise agreement (the “**Franchise Agreement**”) pursuant to which the Owners operate the Practice.

The purpose of this agreement is to provide for the sale by an Owner during his lifetime, or by a deceased Owner's estate, of his interest in the Practice and for the purchase of such interest by continuing or surviving Owners, at a price fairly established. Owners include any shareholder, general partner, limited partner, member, and any other person or entity holding an interest in the Practice.

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, each Owner agrees as follows:

I. OWNER’S INTERESTS

The Owners' rights and interest in the Practice are as set forth in the operating agreement for the Practice. Any change in the respective owners' interests shall be in writing.

II. RESTRICTIONS ON TRANSFER; TERMS OF PROMISSORY NOTE

Section 1. While this Agreement is in effect, no Owner shall have any right to sell, gift, assign, encumber, transfer or otherwise dispose of his interest in the Practice except as herein provided. Any sale, gift, assignment, encumbrance, transfer or other disposition of an Owner's interest in the Practice in contravention of the terms of this Agreement shall be null and void. Any disposition of an interest, whether under this Agreement or otherwise, shall be subject to all the terms and conditions contained in the Franchise Agreement.

Section 2. With respect to each purchase contemplated by Articles III through VIII below, the following provisions shall apply to each purchase:

a. “**Death Value**” shall mean the greater of: (i) fifty percent (50%) the aggregate collections actually received by the Practice and attributed to professional services rendered by the subject Owner for the twenty-four (24) calendar month period immediately prior to the death (or such other triggering event as contemplated in this Agreement) of such Owner (or, if Owner has not been an Owner for 24 months, then all of the months for which Owner has been an Owner), or (ii) the price at which the Owner purchased such Owner’s interest in the Practice. If the parties do not agree on the Death Value, the Death Value shall be determined by the accounting firm regularly retained by the Practice and shall be determined in accordance with customary accounting principles.

b. Of the purchase price amount, the value of the Practice's capital assets, including good will is ninety-five percent (95%). The remainder of the purchase price is comprised of the value of unrealized receivables and inventory.

c. At anytime a promissory note is delivered in connection with the purchase of Owner’s interest, this promissory note shall be paid in one hundred twenty (120) equal consecutive monthly installments of principal and interest commencing on the effective date of

the sale of the ownership interest hereunder. The promissory note shall bear interest at the rate of ten percent (10%) per annum. Said note shall provide that in the case of default in the payment of principal or interest, the note shall become immediately due and payable at the election of the note holder. The purchaser shall have the right to prepay the note, in whole or in part, at any time, without consent and without penalty. Any prepayments shall not delay or postpone any subsequent payments.

d. Upon the purchaser's payment of the purchase price for the proportion of the Owner's interest in the Practice which purchaser purchases under this Agreement, either in cash or by cash and execution of a promissory note as provided above, each person or persons (including any personal representative of a deceased Owner) whose signatures may be necessary to transfer a complete title to the transferring Owner's interest shall promptly execute and deliver to the purchaser, all instruments necessary to vest in the purchaser all rights, title and interest of the transferring Owner in the Practice purchased by purchaser. Transfer of said interest shall be made free and clear of all taxes, debts, claims or other encumbrances whatsoever.

III. AGREEMENT TO BUY AND SELL ON DEATH

Section 1. The Owners or the Practice must maintain life insurance policies on the life of each Owner naming either the Practice or the other Owners as beneficiaries of such policy. The life insurance policy benefit must be at least equal to the aggregate purchase price required to be paid by the Owner whose life is the subject of the policy in connection with his or her purchase of an interest in the Practice. If requested by Franchisor, at least once after the first two years, but before five years, of practicing with the Practice, the life insurance policy shall be amended or a new policy shall be obtained, if necessary, to provide that the death benefit is at least equal to fifty percent (50%) the aggregate collections actually received by the Practice and attributed to professional services rendered by the Owner for the twenty-four (24) calendar month period in such five year period which had the highest average monthly collections attributed to professional services rendered by the Owner. The policy shall remain in effect so long as the Owner practices with the Practice.

Section 2. Upon the death of an Owner, the executor, administrator, conservator or other personal representative of the Owner shall assign to the other Owners or the Practice the deceased Owner's interest in the Practice. The purchase price for the deceased Owner's interest in the Practice shall be the amount of the life insurance proceeds from the insurance policy on the deceased Owner's life required by Section 1 above; provided however, the purchase price shall not exceed the Death Value. This disposition of the interest in Practice shall be completed within a reasonable time, not to exceed six months from the date of death.

Section 3. The purchase price for the portion of a deceased Owner's interest in the Practice which each surviving Owner is obligated to purchase shall be a pro-rata part of the purchase price for the entire interest.

Section 4. Upon the death of an Owner, each surviving Owner and/or the Practice shall promptly file claims to collect, in cash the one-sum death proceeds of all policies he or she owns on the deceased Owner's life. Upon collection of these proceeds and the qualifications of a personal representative for the deceased Owner, he shall pay over to the personal representative said proceeds the amount of the purchase price for his portion of the interest which he is obligated to purchase pursuant to this Agreement. The aggregate purchase price for such interest shall not exceed the Death Value.

If, for whatever reason, no life insurance policy required by Section 1 above is in effect with respect to the life of a deceased Owner, then, the purchase price shall be half of the Death Value. The

Owners or the Practice shall execute and deliver to the deceased Owner's personal representative a promissory note payable to its order in the amount of this purchase price.

IV. INCAPACITY

Section 1. The interest of an Owner (the "**Absent Owner**") who ceases working or reduces his or her hours worked in the Practice due to his or her health concerns may be purchased by the other Owners or another dentist approved by the Franchisor and the other Owners. An Absent Owner's interest in the Practice shall be subject to the foregoing purchase right if the Absent Owner has failed to work an average of 32 hours per week in at least one month during the six calendar month period (the "**Initial Absence Period**") following the first instance of the Absent Owner ceasing to work or reducing work hours as a result of the health concern and either (a) after the Initial Absence Period, the Absent Owner fails to work at least 16 hours in any week during the six month period following the Initial Absence Period, or (b) after six months following the Initial Absence Period, Owner fails to work at least 32 hours in any week during the two month period following such one year period.

Section 2. The purchase price of an Absent Owner's interest shall vary based on how long after the Initial Absence Period either (a) the Absent Owner gives notice to the other Owners of an offer to sell his interest, or (b) the other Owners give such Absent Owner notice of their offer to purchase his or her interest. (Each such notice, the "**Offer Notice**.") The purchase price of the Absent Owner's interest shall equal a percentage of the Death Value (using the date of the Offer Notice instead of the date of death for determining such Death Value) as set forth in the following table with the first column being the number of months since the expiration of the Initial Absence Period and second column being the applicable percentage of the Death Value:

Number of Months Since Initial Absence Period	Percentage of Death Value
1-2 months	80%
3 months	70%
4 months	60%
5-6 months or later	50%

As an example, if the Offer Notice is given during the first two months following the Initial Absence Period, then the purchase price shall be equal to eighty percent (80%) the Death Value (calculated in accordance with this Section). This disposition of the Absent Owner's interest in the Practice shall be completed within a reasonable time, not to exceed six months from the date of the Offer Notice and shall be subject to all the terms and conditions of the Franchise Agreement.

Section 2. The purchaser shall pay the purchase price established above by paying ten percent (10%) of the purchase price in cash at the closing, which closing shall occur within thirty (30) days of the expiration of said one (1) year period and by executing and delivering to the Absent Owner a promissory note payable to his order in the amount of the balance due.

Section 3. Anything to the contrary in this Agreement notwithstanding, if an Absent Owner dies while receiving payment for the purchase of his interest in the Practice pursuant to the terms of this Article, the purchase price shall be automatically increased to equal the Death Value and the net death proceeds from any life insurance policy on his life which is owned by the purchaser shall be applied to pay the amount, if any, by which the purchase price for said interest exceeds the sum of the principal amounts paid for said interest by the purchaser.

Section 4. If the Absent Owner is alive when all of the payments pursuant to this Article have been made, he shall have sixty (60) days to purchase any policy or policies of life insurance on his life owned by the purchaser. The price of each such policy shall be its cash value and the date of the exercise of this option, as determined by the insurance company which issues said policy, less any indebtedness secured by said cash value.

V. RETIREMENT

Section 1. At any time an Owner desires to leave the practice of dentistry in the area, he shall offer, in writing, to sell his interest in the Practice to the other Owners, who shall have the right to purchase said interest for a period of one hundred eighty (180) days after the mailing of a notice to them, for the price equal to the Death Value (using the last day of the month immediately preceding the date of the mailing of said notice instead of the date of death for determining the Death Value). Each of the other and remaining Owners shall have the right to purchase that portion of the retiring Owner's interest which bears the same ratio to such interest as the interest already owned by the purchaser bears to the combined interests of all the Owners excluding the interest of the retiring Owner. In the event that a remaining Owner shall fail or refuse to purchase said interest, then the other and remaining Owners shall have the right to purchase said interest for a period of fifteen (15) days after he has received written notice that that the other Owner has failed or refused to purchase said interest. Said offers shall be accepted by giving notice to the retiring Owner at his residence.

In the event that the other and remaining Owners fail or refuse to purchase all of the retiring Owner's interest in the Practice, all rights of the Practice and the Owners under the Franchise Agreement, and all other Attachments and Exhibits thereto, may terminate.

Section 2. Purchaser shall pay the retiring Owner the purchase price established above for the interest in the Practice which he has become obligated to purchase by paying Ten Percent (10%) of said price in cash at the closing, which closing shall occur within ninety (90) days of the date of the acceptance of an offer made pursuant to the Article, and by executing and delivering to the selling Owner a promissory note payable to his order in the amount of the balance due.

VI. FAILURE TO MAINTAIN LICENSE; EXPULSION OR DISQUALIFICATION

Section 1. The interest of an Owner (the “**Disqualified Owner**”) who fails to maintain such Owner’s license to practice dentistry for the location of the Practice, is expelled from the Practice or is disqualified from participating in the Practice, may be purchased by the other Owners or another dentist approved by the Franchisor and the other Owners. A Disqualified Owner’s interest in the Practice shall be subject to the foregoing purchase right immediately upon the occurrence of such failure, expulsion or disqualification.

Section 2. The purchase price of a Disqualified Owner’s interest shall be seventy-five percent (75%) of the Death Value (using the last day of the month immediately preceding the date of the mailing of said notice instead of the date of death for determining the Death Value). Each of the other and remaining Owners shall have the right to purchase that portion of the Disqualified Owner's interest which bears the same ratio to such interest as the interest already owned by the purchaser bears to the combined interests of all the Owners excluding the interest of the Disqualified Owner. In the event that a remaining Owner shall opt to not purchase said interest, then the other and remaining Owners shall have the right to purchase said interest for a period of fifteen (15) days after he has received written notice that that the other Owner has failed or refused to purchase said interest. Said offers shall be accepted by giving notice to the Disqualified Owner at his residence.

Section 3. The purchaser shall pay the purchase price established above by paying ten percent (10%) of the purchase price in cash at the closing, which closing shall occur within thirty (30) days of the expiration of said one (1) year period and by executing and delivering to the Disqualified Owner a promissory note payable to his order in the amount of the balance due.

Section 4. Anything to the contrary in this Agreement notwithstanding, if a Disqualified Owner dies while receiving payment for the purchase of his interest in the Practice pursuant to the terms of this Article, the net death proceeds from any life insurance policy on his life which is owned by the purchaser shall be applied to pay the amount, if any, by which the purchase price for said interest exceeds the sum of the principal amounts paid for said interest by the purchaser.

Section 5. If the Disqualified Owner is alive when all of the payments pursuant to this Article have been made, he shall have sixty (60) days to purchase any policy or policies of life insurance on his life owned by the purchaser. The price of each such policy shall be its cash value and the date of the exercise of this option, as determined by the insurance company which issues said policy, less any indebtedness secured by said cash value.

VII. **BANKRUPTCY**

Section 1. In the event an Owner becomes insolvent or makes an assignment for the benefit of creditors, or if any of the equity interests of an Owner shall be levied upon, sequestered, administered by a receiver or a trustee in bankruptcy, or sold or proposed to be sold in foreclosure or execution or under any power of sale contained in a note or loan agreement, or by operation of law, then the subject Owner (the “**Obligor Owner**”) shall give the other Owners prompt written notice of such occurrence. The other Owners shall purchase all of the Obligor Owner’s equity interests, at a purchase price equally to seventy percent (70%) the Death Value (using the date of such occurrence instead of the date of death for determining the Death Value) by giving notice to the Holder, as defined below, of any such shares within thirty (30) days after the effective date of the notice from the Obligor Owner. Such right and obligation to purchase and sell shall apply even though the equity interests may actually have been sold at the time of exercise thereof. Each other Owner shall purchase that portion of the Obligor Owner's interest which bears the same ratio to such interest already owned by the purchaser bears to the combined interests of all the Owners excluding the interest of the Obligor Owner.

Section 2. The purchaser shall pay the purchase price established above by paying ten percent (10%) of the purchase price in cash at the closing, which closing shall occur within thirty (30) days of notice delivered by the purchasing Owners pursuant to Section 1 of this Article and by executing and delivering to the Obligor Owner a promissory note payable to his order in the amount of the balance due.

Section 3. For purposes of this Article the term “**Holder**” shall mean the person who is administering the Obligor Owner’s interest in the Practice as a receiver or trustee in bankruptcy, or the person who has caused the interest of the Obligor Owner to be levied upon, sequestered or attached, or the person who has proposed that such interest be sold in foreclosure or execution or under any power of sale contained in a note or loan agreement or granted by operation of law or court order.

Section 4. Legal and equitable title to any interest subject to the provisions of this Article shall be deemed to be held by the Obligor Owner until such interest is either acquired by the other Owners or the options to purchase such interest have expired, whichever occurs first. During the time any such interest is deemed to be held by the Obligor Owner, the rights of any Holder as described above shall be limited to the right to share in the proceeds of the sale of such interest.

VIII. **DIVORCE**

Section 1. If an Owner becomes involved with his or her spouse in a transaction relating to the division or settlement of their property in a divorce or separate maintenance proceeding, and as a result of such transaction or proceeding, any interest in the Practice owned by such Owner that is not entirely set over to such Owner by written agreement with such spouse, then the Owner to whom the interest is issued shall give the other Owners prompt written notice of such occurrence. The Owners (including the divorcing Owner) shall have the right and obligation to purchase all of such interest (or the transferred portion of such interest), at a purchase price equal to seventy percent (70%) of the Death Value (using the date of such divorce as settlement instead of the date of death for determining such Death Value), multiplied by the percentage of the Owner's interest subject to such transfer, if less than all of such Owner's interest, by giving notice to the holder of such interest within thirty (30) days after the effective date of the notice from the Owner. Such right and obligation to purchase and sell shall apply even though the interest may actually have been transferred to another party at the time of exercise thereof. The divorcing Owner shall have the first right to purchase all such interest, but if such Owner fails to do so, all of the Owners shall have the obligation to purchase such interest. Each Owner who is a natural person and his or her spouse hereby agrees to execute any and all documents necessary to effect the Transfer of such interest to the other Owners. It shall be the ongoing duty of each Owner to cause his or her spouse to consent to this provision, and to immediately notify the Owners in writing, that any property division or settlement agreement has been transacted or any divorce or separate maintenance proceeding has been commenced, or, if such is the case, that no written agreement can be reached between the spouses for the setting over of all of such Owner's interest in the Practice to such Owner. The parties declare that the purpose and intent of this provision is to protect the Owners from having the interest of any Owner disposed of through a property division or settlement agreement or divorce or separate maintenance proceeding to someone other than an Owner. No spouse of an Owner shall have any right to any interest in the Practice by virtue of this provision or otherwise.

Section 2. The purchaser shall pay the purchase price established above by paying ten percent (10%) of the purchase price in cash at the closing, which closing shall occur within thirty (30) days of notice delivered by the purchasing Owners pursuant to Section 1 of this Article and by executing and delivering to the divorcing Owner a promissory note payable to his order in the amount of the balance due.

Section 3. Legal and equitable title to any interest shall be deemed to be held by the divorcing Owner until such interest is either acquired by the other Owners or the rights to purchase such interest have expired, whichever occurs first. During the time any such interest is deemed to be held by the divorcing Owner, the rights of any holder of the interest shall be limited to the right to share in the proceeds of the sale of such interest.

IX. ENCUMBRANCE

Except as herein provided, no interest in the Practice shall be mortgaged, pledged or otherwise encumbered. This restriction on transfer may be waived only by a written instrument executed by all of the Owners.

X. JOINT SALE TO A THIRD PARTY

Section 1. If the Owners mutually agree, in writing, to sell all of their interest in the Practice to a third party or to a consortium of third party buyers, then said sale shall be for such price and upon such other terms as the Owners and said buyer or buyers shall agree upon. The Owners must unanimously agree upon said purchase price and the other terms and conditions governing said sale.

The Owners shall share the net proceeds of said sale in amounts equal to the ratio of the collection attributable to each Owner to the total collections of the Practice for the twelve (12) month period ending on the last day of the month immediately preceding the date of said sale. To avoid confusion, if Owners A and B of a two-dentist franchisee are selling all of their interest in the franchise, and if 60% of the total office collections actually received by the franchise over the preceding twelve (12) month period (for professional services rendered by the franchise) are attributable to Owner A, then Owner A would receive 60% of the net proceeds of said sale. Owner B would receive the remaining 40% of the net proceeds of said sale.

If the terms of said sale provide for payment of the purchase price by payment of a down payment and execution of a promissory note then each Owner shall be entitled to a portion of the down payment, and each payment on the promissory note, based upon the proportion of the net proceeds to which he is entitled.

Section 2. If the Owners mutually agrees, in writing, to sell less than all of their interests in the Practice to a third party then said sale shall be for such price and upon such terms as the Owners and said buyer shall agree upon. The Owners must unanimously agree upon said purchase price and the other terms and conditions governing said sale.

If the Owners sell equal portions of their interests in the Practice to said third party then the net proceeds shall be subject to the terms of Section 1 above. If, on the other hand, the Owners sell unequal portions of their interests in the Practice then the Owners shall divide the net proceeds in proportion to the size of the interest in the Practice which each is selling.

Section 3. For purposes of this Article, the term “**net proceeds**” shall mean the total purchase price for the interest in the Practice being purchased less costs incurred in selling said interest including, but not limited to, attorney and accountant fees incurred in consummating the transaction and brokerage fees.

XI. OTHER LIFETIME TRANSFERS

Section 1. If an Owner has received a bona fide offer for the purchase of all or any part of his interest in the Practice and is desirous of selling said interest, said Owner shall first offer said interest for sale to the other and remaining Owners upon the same terms and price as the bona fide offer, by letter addressed to the other and remaining Owners. Said offers shall remain open for a period of one hundred eighty (180) days following their mailing unless the remaining Owners waive such right in writing. Each Owner shall have the right to purchase that portion of the interest offered for sale which bears the same ratio to that interest as the interest the purchaser already owns bears to the combined interests of all the Owners, excluding the interest or portion of an interest offered for sale and any interest retained by the selling Owner. If an Owner fails to purchase his full portion of an interest offered for sale within the time allowed, the other and remaining Owner shall have the right to purchase said interest for a period of fifteen (15) days after the mailing of a notice to him. These offers shall be accepted by giving written notice to the selling Owner at his residence.

Section 2. Any interest in the Practice offered for sale pursuant to Section 1 of this Article which is not purchased by the other and remaining Owners within the time allowed may be sold or otherwise disposed of to any person or persons whatsoever for a period of sixty (60) days, commencing upon the fewer of the last fifteen (15) day period of time for the remaining Owner to purchase said interest in the Practice; provided, however, that said third party or parties shall be required, as a condition of said sale or sales, to become a party or parties to this Agreement at the closing. Hence, after consummation of such a sale, said third party or parties shall be subject to all of the terms and conditions of this Agreement.

XII. RELEASE FROM INDEBTEDNESS

Upon the transfer of a deceased or withdrawing Owner's interest in the Practice pursuant to the terms of this Agreement the other and remaining Owners shall execute and deliver to the seller at the closing all instruments necessary for the assumption by the surviving Owners of all of the Practice's debts and obligations. Moreover, the other and remaining Owners shall use their commercially reasonable efforts to release the seller from any liability he has by reason of his execution of a note to secure a line a credit or other loan for the Practice, said release to occur to the extent practicable, within twelve (12) months after the date of his death or a lifetime transfer. The other and remaining Owners shall indemnify and hold harmless the withdrawing Owner, his estate and/or his or its successors or assigns against all the Practice's liabilities, and any and all claims by the surviving Owners or by the Practice's creditors accruing after the date of transfer of the Owner's interest.

XIII. RESTRICTIONS ON RIGHT TO COMPETE

An Owner who sells his entire interest in the Practice pursuant to the terms of this Agreement shall not for a period of thirty-six (36) months after said closing, directly or indirectly, own, manage, operate, control, be employed by, participate in, or be connected in any manner with, the ownership, management operation, or control of any business similar to the type of business conducted by the Practice at the time of closing within a radius of five (5) miles of the principal place of business of the Practice. Said Owner agrees that this covenant is reasonable with respect to its duration, geographical area, and proscription.

Said Owner agrees that the covenants he has made in this Article shall be construed as an Agreement independent of any other provision of this Agreement. Hence, the covenants made in this Article shall survive the termination of this Buy and Sell Agreement. Moreover, the existence of any claim or cause of action of said Owner against the other and remaining Owners or the Practice, whether or not predicated upon the terms of this Buy and Sell Agreement, shall not constitute a defense to the enforcement by the Practice or the other and remaining Owners of these covenants.

In the event of said Owner's actual or threatened breach of the provisions of this Article, the Practice or the other and remaining Owners shall have the right to obtain injunctive relief and/or specific performance and to seek any other remedy available to them. In addition to such remedies, and due to the difficulty of ascertaining with any reasonable degree of certainty the damages that might be suffered, the parties hereto agree that, in the event there is any violation of the provisions of this covenant restricting competition, there will be paid as liquidated damages to the Practice the sum of One Thousand Dollars (\$1,000) per day, or any part thereof, that said Owner continues to so breach said Agreement. Furthermore, the parties hereto agree that because of the nature of the Practice's business, the above amount of liquidated damages is reasonable.

If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision may be severed or modified to the extent necessary to make this Agreement legal and enforceable and as so severed or modified, the remainder of this Agreement shall remain in full force and effect.

XIV. PURCHASE OF POLICIES BY INSURED

Section 1. The Owner whose life is insured under any policy or policies subject to this Agreement shall have the right to purchase:

1. From the estate of a deceased Owner, within sixty (60) days after the appointment of a personal representative for the deceased Owner,
2. From the Practice or the other Owners, after the termination of this Agreement; and
3. From the withdrawing Owner within sixty (60) days after his withdrawal from the Practice.

Section 2. In addition, an Owner withdrawing from the Practice shall have the right within sixty (60) days after his withdrawal to purchase any policy or policies on his life from the other and remaining Owners.

Section 3. The foregoing right of purchase shall be exercised as to each policy by paying to the policy owner, in cash, within the time specified, an amount equal to the cash value on the date of the transfer of ownership, as determined by the insurance company which issues said policy, less any indebtedness secured by said cash value.

XV. CONTINUATION OF BUSINESS

It is the intent and purpose of this Agreement that upon the sale of an interest in the Practice hereunder and subject to payment of the purchase price as herein provided, the surviving Owners may continue the Practice's business as their own. They shall be under no duty to account to the withdrawing Owner or to his heirs, successors or assigns, and they shall be free to conduct the Practice's business under the same name and at the same address. They shall assume all the Practice's obligations arising after the date of the sale and shall indemnify and save harmless the withdrawing Owner, his heirs, successors and assigns from all such obligations.

XVI. AMENDMENT AND TERMINATION OF AGREEMENT

Section 1. This Agreement may be amended at any time and in any particular by a writing signed by all the Owners.

Section 2. This Agreement shall terminate upon:

1. The written Agreement of all the Owners;
2. The termination and liquidation of the Practice;
3. The termination of rights under the Franchise Agreement;
4. The death of all surviving Owners simultaneously, or within a period of thirty (30) days of each other, or upon death of the last surviving Owner at any time before a closing required by this Agreement.

XVII. MISCELLANEOUS

Section 1. Agreement Binding. This Agreement shall be binding upon the Owners, their heirs, legal representatives, successors and assigns.

Section 2. Parties to Implement Agreement. The Owners, the personal representative of any deceased Owner, and all other parties bound by this Agreement shall promptly execute and deliver any and all papers or instruments necessary or desirable to carry out the provisions of this Agreement.

Section 3. Law to Govern. This Agreement shall be construed according to the laws of the State of Utah.

Section 4. Attorneys Fees. Should any party retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, then the prevailing parties shall be entitled to be reimbursed by the non-prevailing parties for all reasonable costs and expenses incurred thereby including but not limited to reasonable attorney's fees and costs for services, including all court fees, rendered to such prevailing parties which have been incurred subsequent to the date of this Agreement.

(remainder of this page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dr. Robert Baird

Dr. Nathan Johnson

Dr. Brad Strong

Signatures of Spouses:

