AGREEMENT REGARDING SERVICE AS RECEIVER ATTORNEY

This Agreement is entered into by and among _____________ (the “LLC”) and _______ ___________ ("Attorney") and _______ ___________ ("Receiver Attorney") on this the ____ day of September, 2016.

WITNESSETH:

WHEREAS, Attorney is the sole member of the LLC, is licensed to practice law in the State of Tennessee but has no partner, associate, executor or other appropriate successor or representative who would be capable and available to handle the transition of Attorney's practice and closing of Attorney's law office in the event of Attorney's sudden death, disability, or incapacity;

WHEREAS, the LLC and Attorney seek to take what steps can practically be taken to protect the legal interests of the LLC and the Attorney's clients, including the advance designation of someone to serve as the LLC and the Attorney's receiver or successor attorney as provided by Tenn. Sup. Ct. R. 9, § 29.9, in the event Attorney is suddenly rendered unable to practice law through death, disability, or incapacity; and

WHEREAS, Receiver Attorney likewise understands the need for such arrangements and is willing, upon the terms set out below, to be designated in advance pursuant to Tenn. Sup. Ct. R. 9, § 29.9 as the person who will serve as Receiver Attorney for Attorney in the event of Attorney's sudden death, disability, or incapacity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Attorney and Receiver Attorney execute this agreement upon the following terms and conditions:

I. Purpose of Agreement. The LLC, Attorney and Receiver Attorney enter into this Agreement for the purpose of protecting the legal interests of the LLC and the Attorney's clients in the event Attorney becomes unable to continue Attorney's law practice because of death, disability, or incapacity. This Agreement is intended by the LLC, Attorney and Receiver Attorney to satisfy the requirements of Tenn. Sup. Ct. R. 9, § 29.9.

II. Eligibility for the Appointment of a Receiver Attorney. Given the purpose of this Agreement, the duties and obligations of Receiver Attorney set forth in the sections below do not arise until such time as an event sufficient to cause Attorney to qualify as an "affected attorney" under Tenn. Sup. Ct. R. 9, § 29.2 has occurred. The LLC, Attorney and Receiver Attorney hereby agree, however, that only the following such possible events shall trigger the Receiver Attorney's duties: the Attorney has died, become disabled, or become incapacitated. Receiver Attorney is, however, imbued with authority under this Agreement to make a determination regarding whether such an event has occurred. In making a determination whether Attorney has died, become disabled, or become incapacitated, Receiver Attorney may act upon such evidence as Receiver Attorney shall deem reasonably reliable, including but not limited to communications with Attorney's family members, representative, or a written opinion of one or more medical doctors duly licensed to practice medicine. Similar evidence or medical opinions may be relied upon to establish that Attorney's disability or incapacity has terminated. Attorney agrees that Receiver Attorney shall have no liability to Attorney for acting in good faith upon such evidence in
determining a Triggering Event has occurred.

III. Transition of Attorney's Practice and Closing of Attorney's Law Office. The LLC and the Attorney hereby provides advance authorization to Receiver Attorney, upon the happening of one of the trigger events causing Attorney to be an "affected attorney" as described above to take all actions necessary to continue to operate Attorney's practice for the purposes of transitioning the clients of that practice to other attorneys and selling Attorney's law practice or closing Attorney's law office. Attorney hereby authorizes Receiver Attorney to perform each and every action that a receiver attorney appointed by a Court under Tenn. Sup. Ct. R. 9, § 29.3 would be authorized to do, including:

A. Taking custody of the files, records, bank accounts, and other property of Attorney's law practice;

B. Review of those files and other papers to identify any pending matters

C. Notifying all clients represented by Attorney in pending matters that Attorney is no longer capable of practicing law, that Receiver Attorney has agreed pursuant to contract to serve as Receiver Attorney during this transition period, and suggesting that the clients need to begin to consider securing replacement counsel;

D. Notifying all courts and counsel involved in any pending matters, to the extent they can be reasonably identified, that Attorney is no longer capable of practicing law and that Receiver Attorney has agreed pursuant to contract to serve as Receiver Attorney during this transition period;

E. Take custody of, act as signatory on, and take all appropriate actions with respect to the LLC’s and the Attorney's bank accounts, investment accounts, safety deposit boxes, or other depositories maintained by Attorney in connection with Attorney's law practice, including trust accounts, escrow accounts, payroll accounts, IOLTA accounts, operating accounts; and

F. Delivering the files, money, and other property belonging to clients of Attorney pursuant to the clients' directions, including the disbursement of funds from banking accounts identified above, subject to the right to retain copies of such files or to assert a lien against such files, money, or other property if fees or disbursements for past services rendered are owed to the LLC and/or the Attorney by the client.

In addition to the actions set forth above, the LLC and the Attorney also authorize Receiver Attorney to perform actions reasonably related to performance of the duties of Receiver Attorney set forth above or that are otherwise steps as seem indicated to protect the interests of Attorney's clients, the public, or (to the extent possible and not inconsistent with protecting Attorney's clients) to protect the Attorney as authorized by Tenn. Sup. Ct. R. 9, § 29.3, including:

G. Entry into Attorney's office and use of Attorney's equipment and supplies as needed to perform Receiver Attorney's duties;
H. Opening and processing mail received at Attorney's office;

I. Filing notices, motions, and pleadings on behalf of those clients of Attorney whose interests must be immediately protected and for whom new legal counsel has not yet been obtained;

J. Arranging for transfer and storage of closed files;

K. Collection of fees owed to Attorney on Attorney's behalf, payment of business expenses of the Attorney's practice, and closing Attorney's business accounts if appropriate;

L. Contacting and communicating with Attorney's malpractice or lawyer's professional liability carrier concerning any claims or potential claims of Attorney's clients; and

M. Advertising Attorney's law practice for sale.

IV. Compensation for Receiver Attorney's Services. Attorney agrees to pay Receiver Attorney a reasonable sum for services rendered by Receiver Attorney while transitioning Attorney's practice and closing Attorney's law office. Receiver Attorney agrees to keep accurate time records for the purpose of determining amounts due for services rendered. In the event that Receiver Attorney undertakes an effort to purchase the Attorney's law practice pursuant to Tenn. Sup. Ct. R. 8, RPC 1.17, then the compensation otherwise due Receiver Attorney for services should be used as an offset to reduce the total purchase price otherwise required for purchase of the Attorney's practice.

V. Preserving Confidentiality and the Attorney-Client Privilege. Consistent with Tenn. Sup. Ct. R. 9, § 29.4, even though no attorney-client relationship is being created under this Agreement between the LLC/Attorney's clients and Receiver Attorney, Receiver Attorney agrees to be governed by Tenn. Sup. Ct. R. 8, RPC 1.6 with respect to all information contained in the files of LLC's/Attorney's clients and any information related to the matters in which clients were being represented by Attorney and to treat all communications from Attorney's clients to Receiver Attorney as attorney-client privileged to the same extent they would be if Receiver Attorney were actually representing Attorney's clients.

VI. Providing Legal Services. In providing the services set forth above, Receiver Attorney shall not be deemed to be providing legal services to Attorney's clients and shall clearly indicate in any court filings or correspondence that Receiver Attorney is acting in the capacity of Receiver Attorney for Attorney. Receiver Attorney cannot undertake to represent any client of Attorney in a matter in which the client was being represented by Attorney unless: (1) Receiver Attorney obtains the informed written consent of the Attorney's client in a form which communicates that client is under no present obligation to hire Receiver Attorney and upon terms which would otherwise comply with Tenn. Sup. Ct. R. 8, RPC 1.7(b); or (2) Receiver Attorney is the successful purchaser of Attorney's law practice in compliance with Tenn. Sup. Ct. R. 9, RPC 1.17.

VII. Conflicts of Interest. As part of the process of taking custody of and reviewing files, Receiver Attorney agrees to promptly run conflicts checks as to each of Attorney's files and, in the event of a conflict of interest on the part of Receiver Attorney, to communicate with Attorney's client only to indicate how Receiver Attorney has come to be involved with assisting Attorney and to notify Attorney's client that a conflict prevents Receiver Attorney from being of any assistance other than to
make arrangements to return their files to them.

VIII. **Indemnification.** The LLC/Attorney agrees to indemnify and hold harmless Receiver Attorney against any claims, loss, or damage arising out of any acts or omissions by Receiver Attorney under this Agreement, provided the acts or omissions of Receiver Attorney were made in good faith in connection with pursuit of the duties and obligations under this Agreement and were made in a manner reasonably believed to be in the best interest of the LLC/Attorney or LLC/Attorney's clients or both. The LLC/Attorney's agreement to indemnify and hold harmless Receiver Attorney does not extend to any conduct constituting gross negligence or willful misconduct.

IX. **Option to Purchase Practice.** Receiver Attorney shall have the first option to purchase Attorney's law practice in compliance with Tenn. Sup. Ct. R. 8, RPC 1.17 and under such terms as are acceptable to Attorney's Executor, Personal Representative or next of kin if the Triggering Event was Attorney's death, or to Attorney's guardian or conservator if the Triggering Event was Attorney's disability or sudden incapacity.

X. **Termination.** This Agreement shall terminate upon: (1) delivery of written notice of termination by Attorney to Receiver Attorney during any time that Attorney is not under disability or incapacitated as established under Section II of this Agreement; (2) delivery of a court order, pursuant to Tenn. Sup. Ct. R. 9, §§ 29.3 & 29.9, appointing another attorney as Receiver Attorney upon a showing of good cause; or (3) delivery of a written notice of termination given by Receiver Attorney to Attorney prior to the occurrence of any Triggering Event.

[signatures on next page]
By: ____________________________

NAME OF SIGNER, TITLE

Date: ____________________________

NAME OF INDIVIDUAL LAWYER

Date: ____________________________

STATE OF ____________
COUNTY OF ____________

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared ____________, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged ____ self to be the ______________________ of ______________________________, the within named bargainor, a corporation, and that he as such ____________, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ____ self as ________________.

WITNESS my hand and seal at office in ____________ County, this ____ day of ____________, 20__.

My Commission Expires:

______________________________
Notary Public
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ______________ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her own free act and deed.

Witness my hand and official seal at office in the aforesaid county, this ___ day of September, 2016.

____________________________
Notary Public

My Commission Expires: ______________

RECEIVER ATTORNEY:

____________________________
Name of receiver attorney

Date: __________________________

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ______________ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her own free act and deed.

Witness my hand and official seal at office in the aforesaid county, this ___ day of September, 2016.

____________________________
Notary Public

My Commission Expires: ______________