

AGREEMENT

This Agreement entered into this 17th day of February, 2006 by and among Tom Ingram, a citizen and resident of Knoxville, Tennessee ("Ingram"), Marcille Durham, a citizen and resident of Nashville, Tennessee ("Durham"), and Jeff Diamond, a citizen and resident of Nashville, Tennessee ("Diamond").

WITNESSETH:

WHEREAS, Ingram was the founder of an entity formerly known as The Ingram Group, Inc. ("The Ingram Group") and remained a member of The Ingram Group for many years; and

WHEREAS, Ingram is now the Chief of Staff for United States Senator Lamar Alexander of Tennessee; and

WHEREAS, Durham has been a member of The Ingram Group for many years and was a former colleague in that capacity with Ingram; and

WHEREAS, Diamond joined The Ingram Group in 2005 and was a colleague at that time of Durham; and

WHEREAS, a former principal of The Ingram Group, J. David Jarrard ("Jarrard"), has decided to transact business under a different name, Jarrard Phillips Cate & Hancock, Inc., as the successor corporation to The Ingram Group, Inc., and concentrating on the health care industry; and

WHEREAS, Jarrard has agreed not to use the name "The Ingram Group" and has given up any rights he may have had to said name; and

WHEREAS, certain arrangements were made between Jarrard and Ingram for altering the compensation owed to Ingram from Jarrard and the previous entity for the sale of the business and the name "The Ingram Group"; and

WHEREAS, Ingram now once again owns the name "The Ingram Group" and is willing and desirous of further selling, transferring and assigning that name to Durham and Diamond (in lieu of Jarrard) for good and viable consideration; and

WHEREAS, Durham and Diamond are agreeable to accepting such assignment from Ingram pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Durham and Diamond now intend to create a new entity, to be called The Ingram Group, LLC (the "LLC"), with permission from Ingram pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy all of which are forever acknowledged and confessed, the parties hereto hereby agree as follows:

1. Ingram transfers to Durham and Diamond the name "The Ingram Group" for use in the LLC for so long as either Durham or Diamond or both shall, individually or collectively, retain a majority interest in the LLC. At such time as neither Durham nor Diamond nor both of them owns a majority interest in the LLC, then the name "The Ingram Group" shall be returned to Ingram and the LLC will have to change its name such that it does not contain the word "Ingram," said change to occur within a reasonable time not to exceed sixty (60) days of the date that neither Durham nor Diamond, individually or collectively, owns a majority interest in the LLC. The LLC shall promptly notify Ingram when such event occurs.

2. In exchange for said transfer of the rights to the name "The Ingram Group," Durham and Diamond agree to pay to Ingram as a continuation of the royalty payments previously paid to Ingram by the prior owners of The Ingram Group, C. Lewis Lavine and then

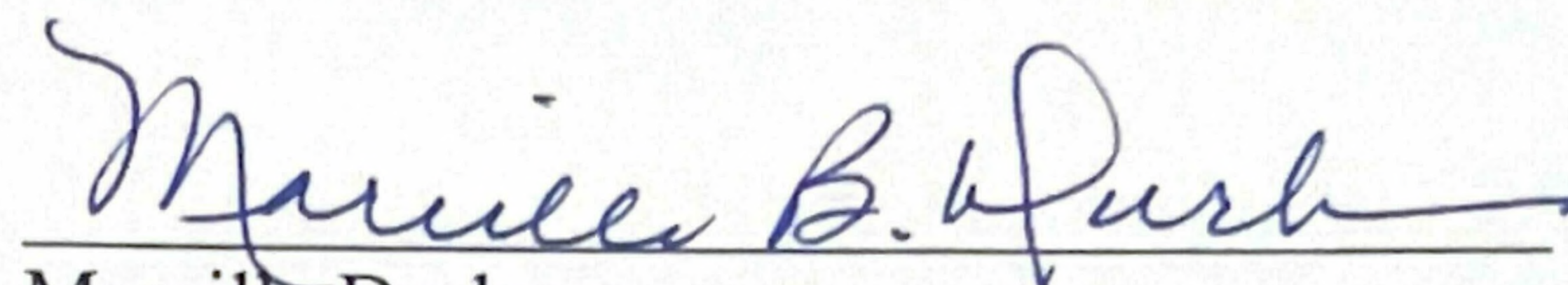
Jarrard, a total of three percent (3%) of the annual gross revenues of the LLC commencing on January 1, 2007, with advances in the sum of five thousand dollars (\$5,000.00) per month, with such final annual compensation to be computed and adjusted when the financial books and records of the LLC are closed after December 31 of each year. Durham and Diamond agree to make copies of the financial books and records of the LLC available to Ingram upon his reasonable request; provided however, nothing to the contrary herein withstanding, for so long as Ingram remains under the auspices of the United States Senate, the maximum amount of royalties to be paid by the LLC to Ingram shall not exceed the sum of Sixty Thousand Dollars (\$60,000.00) on an annual basis, the U.S. Senate Ethics Committee having previously concluded that any remuneration due Ingram for the sale of the business of The Ingram Group and its name could not exceed Sixty Thousand Dollars (\$60,000.00) on an annual basis. Ingram hereby agrees to subordinate the payments owed to him pursuant to this Agreement to a lender if such subordination is necessary for the LLC to obtain financing.

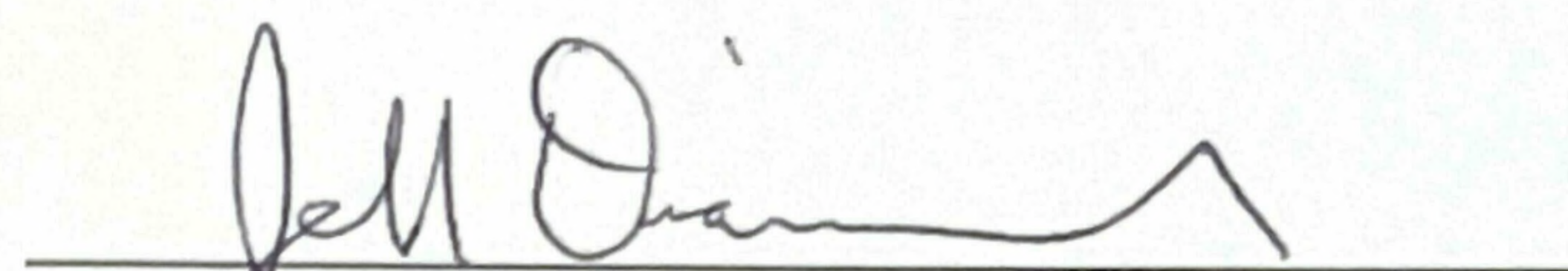
3. This Agreement is to be governed by and interpreted, construed and enforced in accordance with the laws of the State of Tennessee.

4. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior oral or written agreements between the parties with respect to the subject matter of this Agreement.

5. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. A facsimile copy of a signature of a party to this Agreement or any such counterpart shall be fully effective as if an original signature.

IN WITNESS WHEREOF, Ingram, Durham and Diamond have executed this Agreement
as of the date first above written.


Marcille Durham


Jeff Diamond


Tom Ingram