Prepared by: William C. Norton IV

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**AGREEMENT**

BOOK 8533 PAGE 644

This Agreement dated as of August 29, 1985 by and between Richard F. Hogan ("Hogan") and James B. Burgess ("Burgess").

W I T N E S S E T H

WHEREAS, Richard F. Hogan and James B. Burgess executed an Agreement dated August 29, 1985 whereby the parties agreed that Hogan would acquire certain real property in Nashville, Tennessee known as 2802 and 2804 Columbine Place (the "Property") for which Burgess contributed $6,000.00 for a one-third interest in that property; and

WHEREAS, the Property was titled in the name of Richard F. Hogan and wife, Polly N. Hogan with the understanding that the Property would be held subject to Burgess' one-third interest; and

WHEREAS, Hogan now has full title in the Property by virtue of a property settlement agreement by and between Hogan and his former wife; and

WHEREAS, the parties desire to execute this Agreement for the purpose of documenting the trust relationship intended by the parties.

NOW, THEREFORE, the premises considered and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

1. Creation of Trust. Hogan shall hold title in 2802 and 2804 Columbine Place, Nashville, Tennessee as Trustee for both himself and Burgess. Hogan shall have a two-third interest in the Property and Burgess shall have a one-third interest.

2. Powers of Trustee. Hogan shall have the powers as Trustee as set forth under Tennessee law, provided Hogan shall not grant a lien on the Property or otherwise dispose of the Property without the consent of Burgess.

3. Rights of Beneficiary. Burgess shall be entitled to inspect at any reasonable time all books and records held by Trustee in the operation of the Property or the collection of proceeds from the sale of the Property.

4. Duration. This trust shall continue until the Property is liquidated and all proceeds disbursed or the parties otherwise consent to an earlier termination.

RICHARD F. HOGAN

JAMES B. BURGESS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, William W. Ferguson, Jr., Notary Public, Richard F. Hogan, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of January, 1992.

William W. Ferguson Jr.
Notary Public

My Commission Expires: 3-3-92

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Shirley J. Kaler, Notary Public, James B. Burgess, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22nd day of January, 1992.

Shirley J. Kaler
Notary Public

My Commission Expires: 3/26/94

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