This Instrument Prepared By:
R. Francene Kavin
Bottorff & Kavin, PLC
5110 Maryland Way, Suite 120
Brentwood, TN 37027

BILL GARRETT, Davidson County
Trans:T20160075305 AFFIDAVITH
Recvd: 08/29/16 14:45 14 pgs
Fees:72.00 Taxes:0.00
20160829-0090331

AFFIDAVIT OF HEIRSHIP

1. The undersigned Robert E. Baker, Jr. and Lorianne Baker having been duly sworn give this Affidavit of Heirship pursuant to T.C.A. §30-2-712, to clarify and explain the right, title and interest, and to confirm the vesting of title to a one-half undivided interest in them in the real property located at 109 12th Avenue South, Nashville, Davidson County, Tennessee 37203, including setting forth the legal description for the Property herein (MP 93-09-330) (the "Property"), as the only children of Robert E. Baker, Sr., deceased, (the "decedent"), and

2. At the time of his death on February 9, 2002, the decedent owned a one-half undivided interest in the Property with his sister, Alice Baker Bagwell (aka Alice Baker Taber), and

3. As part of the probate of decedent's estate (Seventh Circuit Court of Davidson County, Tennessee, Probate Division Docket No. 02P-826) an Agreement was reached and approved by the Court by Agreed Order to Dissolve Trust u/w Robert E. Baker. Certified copies of said Agreement and the Agreed Order which was entered by the Probate Court on or about July 8, 2005, are attached hereto as Collective Exhibit A, and are incorporated herein as if set out with specificity; and

4. Pursuant to said Agreement it was agreed that the decedent's one-half undivided interest in the real property located at 12th Avenue South and McGavock Street, Nashville, Davidson County, Tennessee, which is the property now identified by Metropolitan Nashville tax records as 109 12th Avenue South, would be owned jointly as Tenants in Common by Robert E. Baker, Jr. and

Lorianne Baker (Item ("b") of said Agreement; and

5. The legal description of said Property having been omitted from the Agreement, and from Decedent's Will, is now included herein, being taken verbatim from that Warranty Deed in which Grantors, James Howard Baker, Charles Donald Baker and James Otis Baker conveyed to Robert E. Baker (Sr.) and Alice Baker Bagwell their three-fifth's (3/5) undivided interest to the said Grantees, of record in Book 8875, page 932 Register's Office for Davidson County, Tennessee as follows:

> Being a three-fifths undivided interest in a tract or parcel of land in said County, being Lot No. 102 and part of Lot No. 104 on McNairy's Plan of West Nashville as of record in Book 9, Pages 322 and 323 in the Register's Office for said County.
>
> Said Lot No. 102 and part of Lot No. 104 adjoin and front together 75 feet on the northerly side of McGavock Street and run back between parallel lines 169 feet on the westerly margin of 12 Avenue South, to an alley in the rear.
>
> Being the same property conveyed to J. W. Parker and wife, Margaret Baker Parker, by deed from Mary G. Graves et al as of record in Book 1172, page 235 in said Register's Office; and having passed by the will of Margaret Baker Parker as surviving tenant by the entireties, to the grantors and grantees herein in equal shares, said will of Margaret Baker Parker of record in Will Book 180, page 200 in the office of the Probate Clerk of Davidson County, Tennessee.

6. Alice B. Taber (fka Alice Baker Bagwell), sister of the decedent and co-owner of the Property along with her niece and nephew, the Affiants herein, joins in this Affidavit of Heirship as evidence of her concurrence with the statements made herein by the Affiants, and to further evidence her one-half undivided interest in the Property described herein, and to note the error in the Deed of Correction, recorded as Instrument 20050622-0071724 said Register's Office, wherein the Property was incorrectly identified as 1208 McGavock Street instead of correctly identifying it as 109 12th Avenue South, Nashville, Tennessee.

Further Affiants sayeth not. This Affidavit of Heirship may be executed in counterpart originals.

Robert E. Baker, Jr.

Lorianne Baker

Lorianne Baker

Alice B. Taber

Alice B. Taber (fka Alice Baker Bagwell)

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared **Robert E. Baker, Jr.**, the within named affiant, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person described in the foregoing, who signed, sealed and delivered the foregoing instrument in my presence, and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained as his own free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County, on this 26th day of August, 2016.

Julie Edgin

Notary Public

My Commission Expires: 12-16-17

Julie Edgin
STATE OF TENNESSEE NOTARY PUBLIC
Rutherford County

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared **Lorianne Baker**, the within named affiant, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person described in the foregoing, who signed, sealed and delivered the foregoing instrument in my presence, and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained as her own free act and deed. Produced Florida DL as ID

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County, on this 23 day of August, 2016.

Michele G Rubin
Notary Public

My Commission Expires: _____

MICHELE G. RUBIN
Commission # GG 012229
Expires August 20, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared **Alice B. Taber (fka Alice Baker Bagwell)**, the within named affiant, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person described in the foregoing, who signed, sealed and delivered the foregoing instrument in my presence, and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained as her own free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County, on this 26th day of August, 2016.

Julie Edgin
Notary Public

My Commission Expires: 12-16-17

Julie Edgin
STATE OF TENNESSEE NOTARY PUBLIC
Rutherford County

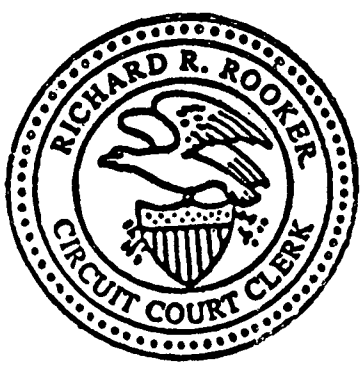
Julie Edgin
STATE OF TENNESSEE NOTARY PUBLIC
Rutherford County

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the ORDER heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 08 day of JULY, 2005, in Docket Number 02P826, IN RE: BAKER, ROBERT E., as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 28 day of JULY in the year 2016 and in the 240 year of American Independence.

RICHARD R. ROOKER, Clerk,



[SEAL]

By: _____
Deputy Clerk

Copy

FILED

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
PROBATE DIVISION

05 JUL -8 AM 10:35

RICHARD R. ROOKER, CLERK

IN RE: ROBERT E. BAKER,)
)
DECEASED.)

NO. 02P-826

AGREED ORDER TO DISSOLVE TRUST
U/W ROBERT E. BAKER

It appears to the Court from the Motion filed by Bottorff, Kavin and Cook, PLC, acting as attorneys for The Estate of Robert E. Baker, the documents attached to the Motion and the entire record in this cause that said Motion is well-taken and should be granted, and it is therefore,

ORDERED, ADJUDGED and DECREED that the Motion to Terminate the Martial Trust U/W of Robert E. Baker is granted, that the Marital Trust is hereby terminated and the trust properties divided pursuant to the parties Agreement. The Agreed Order evidencing the concurrence of each party hereto has been executed in counterpart originals, and the court costs shall be paid by the estate.

Based on the representations of the Co-Executors, Robert E. Baker, Jr. and Lorianne Baker, and the decedent's surviving spouse, Carolyn Little, and Bottorff, Kavin & Cook, PLC, by R. Francene Kavin, acting as attorney for the Estate of Robert E. Baker, having filed a Motion to Dissolve the Robert E. Baker, Sr. Marital Trust, and the Court upon review of the Motion and the parties' Agreement, finds as follows:

1. The Beneficiaries of the Trust, Robert E. Baker, Jr., Lorianne Baker and Carolyn C. Baker, having agreed to terminate the Trust, as evidenced by an Agreement signed by the Beneficiaries and attached hereto as Exhibit "A", and

Copy

2. It is in the best interest of the parties that the Trust be terminated.

It is therefore,

ORDERED, ADJUDGED and DECREED that the Robert E. Baker, Sr. Marital Trust be terminated and divided pursuant to the provisions of the Trust.

ENTERED this 8th day of July, 2005.

Hon. Randy Kennedy, Judge
Davidson County Probate Court

ROBERT E. BAKER, JR

LORIANNE BAKER

CAROLYN C. BAKER

APPROVED FOR ENTRY:

BOTTORFF, KAVIN AND COOK, PLC

R. Francene Kavin, #11020
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027
(615)371-0800

Copy

2. It is in the best interest of the parties that the Trust be terminated.

It is therefore,

ORDERED, ADJUDGED and DECREED that the Robert E. Baker, Sr. Marital Trust be terminated and divided pursuant to the provisions of the Trust.

ENTERED this 14th day of July, 2005.

Hon. Randy Kennedy, Judge
Davidson County Probate Court

ROBERT E. BAKER, JR

LORIANNE BAKER

CAROLYN C. BAKER

APPROVED FOR ENTRY:

BOTTORFF, KAVIN AND COOK, PLC

R. Francene Kavin, #11020
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027
(615)371-0800

Copy

2. It is in the best interest of the parties that the Trust be terminated.

It is therefore,

ORDERED, ADJUDGED and DECREED that the Robert E. Baker, Sr. Marital Trust be terminated and divided pursuant to the provisions of the Trust.

ENTERED this 6 day of July, 2005.

Hon. Randy Kennedy, Judge
Davidson County Probate Court

ROBERT E. BAKER, JR

LORIANNE BAKER

CAROLYN C. BAKER

APPROVED FOR ENTRY:

BOTTORFF, KAVIN AND COOK, PLC

R. Francene Kavin, #11020
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027
(615)371-0800

Copy

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and exact copies of the above have been served by U.S. First Class Mail, postage pre-paid, on:

Carolyn C. Baker
125 Brighton Close
Nashville, TN 37205

Robert E. Baker, Jr.
4515 Belmont Park Terrace
Nashville, TN 37215

Lorianne Baker
4039 Belle Vista Drive
St. Pete Beach, FL 33706

this 24th day of June, 2005.

R. Francene Kavin

Copy

FILED

05 JUL 24 PM 1:28

RICHARD R. ROOKER, CLERK

D.C.

AGREEMENT

This Agreement is made this the 15th day of July, 2004 by and between Robert E. Baker, Jr. and Lorianne Baker (hereinafter "Baker children" and/or "Co-Personal Representatives"), and Carolyn C. Baker ("Mrs. Baker") and Robert E. Baker, Jr. and Carolyn C. Baker ("Co-Trustees"), in order to effect a division and to dissolve and terminate the Marital Trust under the Will of Robert E. Baker (Docket No.02P-826 in the Probate Court of Davidson County, Tennessee (the "Marital Trust")).

WHEREAS, under the terms of a certain marital trust created under the Last Will and Testament of Robert E. Baker, Sr., the following properties were bequeathed to the trustees; a one-half undivided interest in a lot on the corner of 12th Avenue South and McGavock Street, Nashville, Tennessee, 15% interest in the Glen Manor Joint Venture, two (2) units of River Retreat II (a limited partnership), and two (2) units of Brinkhaven (also a limited partnership) (collectively the "Properties"). Pursuant to the terms of the trust, all income from the Properties shall go to Carolyn C. Baker for her lifetime and at her death the trust shall be terminated and all of the trust corpus, which was composed of the Properties, shall then be distributed to the Baker children to wit, Robert E. Baker, Jr. and Lorianne Baker, per stirpes. A provision for discretionary termination of the marital trust was also provided and though it states that an Income Beneficiary acting as Co-Trustee cannot terminate the Trust; however, Mrs. Baker, the income beneficiary of the Trust, and named a Co-Trustee along with Robert E. Baker, Jr. has not assumed the duties of Co-Trustee because the aforesaid probate estate is still open. Therefore, she joins in this Agreement along with the Baker children, who are both adults and Co-Personal Representatives of their father's estate and the remainder beneficiaries of the Trust, to dissolve and terminate the trust, according to the terms and conditions contained herein.

Exhibit "A"

WHEREAS, we the undersigned, Robert E. Baker, Jr., Lorianne Baker, and Carolyn C. Baker do hereby agree that the assets of the trust shall be divided and dissolved in the following manner:

a. The 15% interest in the Glen Manor Joint Venture and the two (2) units of River Retreat II Limited Partnership shall immediately become the sole and separate property of Carolyn C. Baker, individually; and

b. The one-half undivided interest in the real property located on the corner of 12th Avenue South and McGavock Street, Nashville, Davidson County, Tennessee shall immediately become the property, jointly owned as tenants in common, of Robert E. Baker, Jr. and Lorianne Baker, the remainder beneficiaries; and

c. One (1) unit of the two (2) units of Brinkhaven Limited Partnership shall immediately become the property of Lorianne Baker. One (1) unit of the two (2) units of Brinkhaven Limited Partnership shall immediately become the property of Robert E. Baker, Jr.; and

d. The loan made to the trust by the remainder beneficiaries of the trust, Robert E. Baker, Jr. and Lorianne Baker, in the amount of sixteen hundred dollars ($1,600.000) for the initial funding of the trust's bank account at the Bank of Nashville, shall be repaid to them without interest. The remaining funds in the account shall be paid to Carolyn C. Baker. The trust's bank account at the Bank of Nashville shall be closed. No further trust accounts shall be opened; and

e. The expense for preparation of the trust's tax return for the tax year 2003 will be paid by Mrs. Baker, the income beneficiary of the trust. She will also file the return. Likewise, filing the tax return for the tax year 2004, which consists of income and expense to the Trust for January, 2004 shall be the responsibility and expense of Mrs. Baker. The Trust itself will have no income as all income from the Trust, less expenses, has been paid to Mrs. Baker. Robert E. Baker, Jr., Co-Trustee, has made and shall make all information and documents in his possession or that shall come into his

possession concerning the trust's income and expenses available to Mrs. Baker.

f. The parties hereto agree to cooperate to effectuate the intent expressed in this Agreement including the execution of any documents necessary for this purpose.

NOW, THEREFORE, Mrs. Baker releases from liability The Estate of Robert E. Baker, and/or its Co-Personal Representatives, Robert E. Baker, Jr. and Lorianne Baker, whether in their representative capacity, or personally, for any reimbursement or payment of expenses, or otherwise. Likewise, the Co-Personal Representatives of The Estate of Robert E. Baker, and Robert E. Baker, Jr. and Lorianne Baker, individually, will not sue or attempt to recover from Mrs. Baker any reimbursement, payment of expenses, or otherwise. This Agreement is binding upon the parties hereto, their heirs, successors and assigns. It shall be enforceable in the State of Tennessee, the State of Florida and elsewhere as may be applicable. If any party hereto is required to bring legal action whether in Florida, Tennessee or elsewhere to enforce the provisions of this Agreement, the party not in breach shall be entitled to recover his/her/their reasonable attorney fees, and expenses thereby incurred.

FURTHER, Carolyn C. Baker agrees to dismiss Case No. 03-1904-CA-HAH, filed in the Collier County, Florida Circuit Court against The Estate of Robert E. Baker and Robert E. Baker, Jr. and Lorianne Baker as Co-Representatives. This lawsuit shall be dismissed with prejudice, and the parties agree to execute an agreement not to sue, make claims or attempt to collect payments of any kind for any reason from one another as may be required in the State of Florida, related to the said litigation, or otherwise. Each party shall be responsible for payment of their own attorney fees.

The terms of this agreement are contingent upon the dismissal of the aforesaid lawsuit with prejudice pending in Florida. If for any reason, the Florida litigation is not dismissed, this Agreement shall be null and void and the trust shall remain in full force and effect under the terms and conditions of the Last Will and Testament of Robert E. Baker. Further, this Agreement shall be presented to the Seventh Circuit (Probate) Court for Davidson County, Tennessee in the probate of the Estate of Robert E. Baker, along with an Agreed Order seeking the discretionary termination of said Marital Trust. The parties

hereto agree to cooperate in such Agreed Order, and if necessary, agree to appear in open court and express their affirmation and willingness for the dissolution of the trust.

THE CAROLYN BAKER MARITAL TRUST

By: _____ By: _____
Robert E. Baker, Jr., Co-Trustee **Carolyn C. Baker, Co-Trustee**

_____ _____
Robert E. Baker, Jr., Individually **Carolyn C. Baker, Individually**

_____
Lorianne Baker, Individually