THIS INSTRUMENT PREPARED BY:

Paul F. Soper, Esq.
2323 21st Ave. S, Suite 502
Nashville, Tennessee 37212

Karen Johnson Davidson County
Batch# 291452 AGRMTWARR
09/26/2019 07:58:30 AM 6 pgs
Fees: $32.00 Taxes: $0.00
20190926-0097707

NOTICE OF RIGHT OF FIRST REFUSAL AGREEMENT

THIS NOTICE OF RIGHT OF FIRST REFUSAL AGREEMENT is executed this 24th day of September, 2019, by BAKER PARTNERS II, a Tennessee general partnership ("Grantor") and PAUL F. SOPER, TRUSTEE OF THE 2106 15TH AVE. S REVOCABLE TRUST, DATED JULY 25, 2019 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain improved real property known as 2106 15th Ave. South, Nashville, Tennessee 37212 (the "Property"), which Property is more fully described on Exhibit A attached hereto.

WHEREAS, pursuant to that certain Right of First Refusal Agreement, of even date herewith, by and between Grantor and Grantee (the "ROFR Agreement"), Grantor has granted to Grantee a right of first refusal with respect to any prospective sale of the Property by Grantor, and the parties hereto are recording this instrument in order to provide notice of the existence of such right of first refusal to any and all prospective purchasers of the Property.

NOW, THEREFORE, the parties hereto provide the following notice regarding the ROFR Agreement and the underlying right of first refusal:

1. Pursuant to the ROFR Agreement, Grantor has granted to Grantee a right of first refusal with respect to any prospective sale of the Property by Grantor (the "ROFR"), all on the terms and conditions set forth in the ROFR Agreement.

2. Any prospective purchaser of the Property, prior to consummating any purchase of the Property from Grantor, should verify that the procedures required in the ROFR Agreement have been completed properly and that Grantee has waived its right to purchase the Property. Failure to do so could result in the purchase being rendered null and void. The procedures contained in the ROFR Agreement are as follows:

   (a) Promptly after its receipt of a bona fide written offer from an unaffiliated third party for the purchase of the Property (a "Purchase Offer"), Grantor is required to deliver a written notice to Grantee that it has received a Purchase Offer that it is interested in accepting (the "Offer Notice").

   (b) Grantee has thirty (30) days following its receipt of the Offer Notice within which to deliver to Grantor a written notice that it is electing to exercise its ROFR (an "Exercise Notice"). Regardless of the terms of the Purchase Offer, the terms of Grantee's purchase of the property will be those terms stipulated in the ROFR Agreement.

(c) If Grantee (i) does not deliver an Exercise Notice within the proscribed time period, or (ii) notifies Grantor in writing that it does not desire to exercise its ROFR, then Grantor may sell the Property to the offeror under the Purchase Offer, provided that such sale is consummated on substantially the same terms as set forth in the Offer Notice, and further provided that such sale is consummated within one hundred eighty (180) days after the date of the Offer Notice. If the Property is not transferred to the offeror under the Purchase Offer within such period, then this ROFR shall remain in place and Seller shall not sell the Property without complying with this Section 2.

3. The notice to be provided to Grantee, as require by the ROFR Agreement, shall be sufficiently given if delivered in person or mailed by certified mail, postage prepaid, and addressed as follows:

Paul F. Soper, Trustee of the 2106 15th Ave. S Revocable Trust
2323 21st Ave. S, Suite 502
Nashville, TN 37212

or to such other address as Grantee may designate by notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Right of First Refusal as of the date first written above.

GRANTOR:

BAKER PARTNERS II, a Tennessee general partnership

By: _____
William A. Shipp, Jr., Partner

GRANTEE:

_____
Paul F. Soper, Trustee of the 2106 15th Ave. S
Revocable Trust, dated July 25, 2019

NOTARY ACKNOWLEDGMENTS

STATE OF Tennessee)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public of said County and State, personally appeared WILLIAM A. SHIPP, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of BAKER PARTNERS II, the within named bargainor, a Tennessee general partnership (the "Partnership"), and that he, as such Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as Partner.

Witness my hand and seal, at Brentwood this 24 day of September, 2019.

Notary Public

My Commission Expires: 1/3/22

PAUL F. SOPER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of said County and State, personally appeared PAUL SOPER, TRUSTEE OF THE 2106 15TH AVE. S REVOCABLE TRUST, DATED JULY 25, 2019 (the within-named bargainor), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Nashville this 24th day of September, 2019.

Notary Public

My Commission Expires: 9/7/24

TRICIA BALL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

CONSIDERATION AFFIDAVIT

STATE OF Tennessee
COUNTY OF Williamson

The actual consideration for this transfer or value of property (whichever is greater) is $0.00.

Affiant

Sworn to and subscribed before me this 24th day of September, 2019.

Notary Public

My Commission Expires: 1/3/20

PAUL F. SOPER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Land in Davidson County, Tennessee, being Lot(s) 283, as shown on the Plan of Resubdivision of Part of Belmont Land Company's Subdivision called Belmont Heights, of record in Book 421, page 71, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Baker Partners II by warranty deed from Paul Soper, Trustee of the 2106 15th Ave. S Trust, dated July 25, 2019, of record as Instrument No. 201909260097704, Register's Office for Davidson County, Tennessee, dated September 24, 2019 and recorded on September 24, 2019.

True Copy Certification

I, **PAUL F. SOPER**, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TENNESSEE

County of DAVIDSON

Personally appeared before me, **TRICIA BALL**, a notary public for this county and state, Paul F. Soper who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 9/7/2021

Notary Seal (if on paper)

