Karen Johnson Davidson County
Batch # 1483888 DOTSUBAGR
10/14/2026 03:20:14 PM 13 pgs
Fees: $67.00 Taxes: $0.00
20261014-0094497

Recording Requested By;
After Recording Return to:

CONSTRUCTION LOAN SERVICES II, LLC
1019 39th Ave SE, Suite 220
Puyallup, WA 98374
Attn: Legal Department

SUBORDINATION AND INTERCREDITOR AGREEMENT

LOAN NO: 80772

NOTICE: THIS SUBORDINATION AND INTERCREDITOR AGREEMENT RESULTS IN SUBORDINATE LENDER'S SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "***Agreement***"), dated for reference purposes this 13th of October, 2026 is made by and among BGC DEVELOPMENT, LLC, a Tennessee limited liability company ("***Borrower***"), CONSTRUCTION LOAN SERVICES II, LLC, a Washington limited liability company (in its capacity as the lender under the Senior Loan, "***Senior Lender***"); and CONSTRUCTION LOAN SERVICES II, LLC, a Washington limited liability company (in its capacity as the lender under the Subordinate Loan, "***Subordinate Lender***").

RECITALS

A. Borrower has or is about to purchase real property located in Davidson County, Tennessee, and legally described on Exhibit A attached hereto (the "***Property***") and intends to develop the Property into one or more single residential lots or units thereon. The Property and all improvements now or hereafter located thereon are collectively referred to in this Agreement as the "***Project***".

B. Senior Lender has agreed to make a loan having Loan Number 80772 to Borrower in the aggregate maximum principal amount equal to $11,310,567.18 (the "***Senior Loan***") to finance the Project. The Senior Loan is governed by, among other agreements, a Loan Agreement between Borrower and Senior Lender dated concurrently herewith (the "***Senior Loan Agreement***") and evidenced by, among other agreements, a Promissory Note from Borrower to Senior Lender dated concurrently herewith (the "***Senior Note***"). The Senior Loan is secured by, among other things, a first lien-position Deed of Trust, Mortgage or Deed to Secure Debt encumbering the Property concurrently herewith, given by Borrower for the benefit of Senior Lender, and recorded contemporaneously herewith (the "***Senior Security Instrument***"). The Senior Security Instrument, together with the Senior Loan Agreement, the Senior Note, any and all other documents executed in connection with the Senior Loan, are referred to herein collectively as the "***Senior Loan Documents,***" which term includes any and all extensions, consolidations, amendments, modifications, supplements and restatements to such documents.

C. Subordinate Lender has provided or agreed to provide financing to Borrower in the maximum principal amount equal to $2,274,132.05 (the "***Subordinate Loan***"). The Subordinate Loan is secured by, among other things, a Deed of Trust, Mortgage or Deed to Secure Debt encumbering the Property dated concurrently herewith, given by Borrower for the benefit of Subordinate Lender, and recorded concurrently herewith (the "***Subordinate Security Instrument***"). The Subordinate Security Instrument, together with all loan agreements, promissory notes, guaranties,

indemnities and other documents executed in connection with the Subordinate Loan are referred to herein collectively as the "***Subordinate Loan Documents,***" which term includes any and all extensions, consolidations, amendments, modifications, supplements and restatements to such documents.

D. As a condition precedent to advancing any funds under the Senior Loan, Senior Lender requires that Borrower and Subordinate Lender execute and deliver this Agreement.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Senior Lender to make the Senior Loan and to accept the Senior Security Instrument as security for the Senior Loan, Subordinate Lender, Borrower, and Senior Lender agree as follows:

1. Subordination of Subordinate Loan Documents. The Subordinate Security Instrument, all other Subordinate Loan Documents and the liens against the Property now or hereafter created thereunder are hereby made subordinate to (i) the liens against the Property created by the Senior Security Instrument, (ii) all of the terms, covenants and conditions contained in the Senior Loan Documents, (iii) any and all advances and other increases in the indebtedness secured by the Senior Security Instrument, including but not limited to advances made to protect the Project and Senior Lender's interest therein and advances made following an event of default to complete the construction and sale of the Project (except as specifically set forth below), and (iv) all extensions, consolidations, amendments, modifications, protective advances (including without limitation reasonable protective advances in excess of the original loan amount) and supplements to the Senior Loan Documents that do not increase the principal amount of the Senior Loan or otherwise materially and adversely affect the Subordinate Lender's rights or the priority of the Subordinate Security Instrument without Subordinate Lender's prior written consent (not to be unreasonably withheld, conditioned or delayed.

2. Debt Subordination, Restriction on Repayment of Subordinate Indebtedness. Subordinate Lender agrees that its right to receive payments from Borrower or any guarantor of any amount then due under the Subordinate Loan Documents ("***Subordinate Indebtedness***") shall be subordinated to Senior Lender's right to receive payments from Borrower or any guarantor then due under the Senior Loan Documents, including, but not limited to, interest and any other amounts accruing after the commencement of any bankruptcy, insolvency, liquidation, reorganization or similar proceeding by or against Borrower or any guarantor of the Senior Loan, and any other interest or other amounts that would have accrued on the Senior Loan but for the commencement of such proceeding, whether or not such amounts are allowed as an enforceable claim in such proceeding and regardless of the value of any collateral securing the Senior Loan ("***Senior Indebtedness***"). Notwithstanding the foregoing, so long as no Payment Restriction Event (as defined below) has occurred and is continuing, Borrower may make regularly scheduled payments of principal and interest, and any other payments then due and payable, on the Subordinate Indebtedness in accordance with the terms of the Subordinate Loan Documents. A "***Payment Restriction Event***" means (i) the occurrence and continuance of an actual monetary default under the Senior Loan Documents (i.e., a failure by Borrower to make a payment of principal, interest, or other amounts when due thereunder), or (ii) the occurrence and continuance of a material non-monetary default under the Senior Loan Documents that has given rise to acceleration of the Senior Loan (each, a "***Payment Restriction Default***"). Upon delivery of written notice from Senior Lender to Subordinate Lender specifying a Payment Restriction Default (a "***Payment Restriction Notice***"), Borrower shall not make and Subordinate Lender shall not accept any payments on the Subordinate Indebtedness for a period of one hundred eighty (180) consecutive days following receipt of such Payment Restriction Notice (the "***Payment Restriction Period***"); *provided, however*, that (A) if such Payment Restriction Default is cured or waived prior to the expiration of the Payment Restriction Period, the Payment Restriction Period shall terminate and payments on the Subordinate Indebtedness may resume. Any payments received by Subordinate Lender contrary to the provisions of this Section and this Agreement shall be held by Subordinate Lender in trust for Senior Lender and shall be immediately paid over to Senior Lender.

3. Insurance, Condemnation and Transfer Proceeds.

3.1. In the event of any casualty loss, taking through eminent domain, sale, transfer, or other disposition of the Project, the proceeds resulting therefrom (including but not limited to insurance and condemnation proceeds) shall be applied first in accordance with the terms of the Senior Loan Documents to reduce the Senior Indebtedness; *provided, however*, that any proceeds remaining after Repayment in Full of the Senior Loan shall be applied to the Subordinate Indebtedness in accordance with the Subordinate Loan Documents. If the proceeds are insufficient to fully repay the Senior Indebtedness but exceed the amount necessary to restore the Project, Senior Lender shall consult in good faith with Subordinate Lender regarding the application of such proceeds to the extent such application would materially affect the Subordinate Lender's security.

3.2 Subordinate Lender agrees at any time and from time to time to execute such documents as Senior Lender or the insurer may reasonably require confirming that any rights that Subordinate Lender may have as a loss payee or additional insured are expressly subject and subordinate to the rights of Senior Lender as an additional insured or loss payee.

4. Standstill by Subordinate Lender/ Stipulation to Receivership.

4.1. Upon the occurrence and continuance of an event of default under the Subordinate Loan Documents, Subordinate Lender shall deliver written notice thereof to Senior Lender (a "***Subordinate Default Notice***"). Following delivery of a Subordinate Default Notice, Subordinate Lender shall not exercise any of its rights or remedies against the Project under the Subordinate Loan Documents (including, without limitation, appointing a receiver or initiating foreclosure proceedings) for a period of ninety (90) days after delivery of the Subordinate Default Notice to Senior Lender (the "***Standstill Period***"). If, upon expiration of the Standstill Period, such default remains uncured and no cure is being diligently pursued by Senior Lender or Borrower, Subordinate Lender shall be entitled to exercise any and all of its rights and remedies under the Subordinate Loan Documents and applicable law, subject to the lien priority of the Senior Security Instrument. Any exercise of remedies by Subordinate Lender following expiration of the Standstill Period shall be subject to (i) the prior lien of the Senior Security Instrument, (ii) the rights of Senior Lender under this Agreement, and (iii) the purchase option set forth in Section 7.3 hereof.

4.2. Subordinate Lender agrees that, after an event of default under the Senior Loan Documents, Subordinate Lender shall not unreasonably oppose any request by Senior Lender for the appointment of a receiver for the Project; *provided* that Senior Lender shall give Subordinate Lender not less than ten (10) business days' prior written notice of its intention to seek the appointment of a receiver. Subordinate Lender reserves the right to appear and be heard in any receivership proceeding to protect its interests in the Project.

5. Notice and Cure Rights. Senior Lender hereby agrees to promptly provide Subordinate Lender with a copy of any notice of default or notice of foreclosure action received from Senior Lender (a "***Senior Loan Default Notice***"). The rights set forth below in this Section shall apply prior to any legal or other enforcement action by Senior Lender.

5.1 Subordinate Lender shall have thirty (30) days after a Senior Loan Default Notice is deemed received pursuant to Section 11 hereof to cure a monetary default described thereunder by (i) paying Senior Lender or the party entitled to payment of the amount due, and (ii) defending and holding harmless Senior Lender for all reasonable and documented costs and expenses incurred by Senior Lender due to or arising out of such default. In the case of a non-monetary default, Subordinate Lender shall have thirty (30) days after receipt of the Senior Loan Default Notice to cure such default, with an additional thirty (30) day extension if such default cannot reasonably be cured within the initial thirty (30) day period and Subordinate Lender is diligently pursuing a cure. If Subordinate Lender completes

such cure within such applicable cure period, such default shall be deemed cured as to both Subordinate Lender and Borrower.

5.2 Upon the occurrence and continuance of any event of default under the Senior Loan Documents (whether or not any Senior Loan has been accelerated or any legal action has been commenced), upon fifteen (15) days' prior written notice to Senior Lender, Subordinate Lender shall have the right to purchase, in whole but not in part, the Senior Loan for a price equal to the outstanding principal balance thereof, together with all accrued and unpaid interest at the contract rate and any other amounts due thereon under the Senior Loan Documents (excluding late charges and default interest), plus Senior Lender's reasonable and documented out-of-pocket costs and expenses (including reasonable legal fees) actually incurred in connection with the default and the purchase (the "***Purchase Price***"). Senior Lender shall cooperate in good faith with Subordinate Lender to effectuate any such purchase and shall provide reasonable documentation of the Purchase Price upon request.

5.3 Upon the occurrence of a default under the Subordinate Loan, Subordinate Lender agrees to provide to Senior Lender a copy of any notice of default provided to Borrower.

6. Event of Default. Any material breach of the covenants or obligations of Borrower or Subordinate Lender under this Agreement that remains uncured after fifteen (15) days' written notice thereof (or such longer period as may be reasonably required to cure a non-monetary breach, so long as a cure is being diligently pursued) shall constitute an Event of Default under the Senior Loan Documents. Any Event of Default under the Senior Loan Documents shall constitute an event of default under the Subordinate Loan Documents.

7. Further Assurances. So long as the Senior Security Instrument shall remain a lien upon the Property or any part thereof, Subordinate Lender or any other holder of the Subordinate Security Instrument, shall execute, acknowledge and deliver, promptly after being requested to do so, any and all further instruments in recordable form reasonably requested by Senior Lender or another holder of the Senior Security Instrument for the purpose of confirming and carrying out the purpose and intent of the foregoing covenants.

8. Modification of Senior Loan and Subordinate Loan. No renewal or extension of time of payment of the Senior Loan, no release or surrender of security for the payment thereof, no delay in the enforcement of payment thereof or in the enforcement of this Agreement, and no delay or omission in exercising any right or power under the Senior Security Instrument or any other document or agreement governing, evidencing or securing the Senior Loan, or under this Agreement, shall in any manner impair or adversely affect the rights of Senior Lender under this Agreement. Notwithstanding the foregoing, no modification, amendment, supplement or waiver of the Senior Loan Documents that would (i) increase the principal amount of the Senior Loan above the Senior Loan Cap, (ii) increase the interest rate on the Senior Loan, or (v) otherwise materially and adversely affect the rights or obligations of Subordinate Lender under this Agreement or the priority or value of the Subordinate Lender's security interest in the Property, shall be effective without the prior written consent of Subordinate Lender (not to be unreasonably withheld, conditioned or delayed). No modification or amendment of the Subordinate Loan Documents that would materially and adversely affect the rights of Senior Lender under this Agreement or the Senior Loan Documents shall be effective without the prior written consent of Senior Lender (not to be unreasonably withheld, conditioned or delayed). Subordinate Lender may sell, assign, transfer or enter into participations for all or any part of its interest in the Subordinate Loan Documents or the Subordinate Indebtedness without Senior Lender's consent; *provided* that (A) Subordinate Lender provides Senior Lender with prior written notice of any such transfer, (B) the transferee agrees in writing to be bound by the terms of this Agreement, and (C) no such transfer shall release the transferor from its obligations hereunder unless the transferee expressly assumes such obligations.

9. Consent and Waiver of Subordinate Lender. Senior Lender, in making disbursements pursuant to the Senior Loan Documents, is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of the Senior Loan proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in the Senior Loan Documents shall not defeat the subordination herein made in whole or part.

10. Notices. Any notice from Senior Lender to Borrower, or Borrower to Senior Lender, shall be given in the manner set forth in the Senior Loan Documents. Any notice from Subordinate Lender to Senior Lender, or Senior Lender to Subordinate Lender, shall be in writing, shall be given by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, or delivered by hand, addressed as follows:

10.1. If to Subordinate Lender:

Construction Loan Services II, LLC
1019 39th Ave SE, Suite 220
Puyallup, WA 98374
Attn: Legal Department

10.2. If to Senior Lender:

Construction Loan Services II, LLC
1019 39th Ave SE Suite 220
Puyallup, WA 98387
Attn: Legal Department

Any party may change its address for the giving of notice by notice hereunder. Any notice given hereunder if given by certified mail will be deemed received when delivered, or if delivery is refused, when delivery is first attempted in the ordinary course. Any notice sent by hand delivery shall be deemed received when actually received. Any notice sent by a nationally recognized overnight courier service shall be deemed received one business day after having been deposited with such overnight courier service if designated for next-day delivery.

11. Actions in Bankruptcy. Until Repayment in Full of the Senior Loan, Subordinate Lender shall not initiate or join in the filing of an involuntary petition under Title 11 of the United States Code entitled "Bankruptcy" (as now or hereafter in effect, or any successor thereto, the "***Bankruptcy Code***") or the commencement of any other receivership, insolvency, liquidation, readjustment, reorganization, or similar proceeding against Borrower or any guarantor of the Senior Loan Documents without the prior written consent of Senior Lender (not to be unreasonably withheld if the Standstill Period has expired and the Subordinate Lender's security is materially impaired). Notwithstanding the foregoing, nothing in this Agreement shall limit or impair the right of Subordinate Lender to (i) file a proof of claim in any bankruptcy or insolvency proceeding involving Borrower, (ii) vote on or object to any plan of reorganization in any such proceeding, (iii) seek adequate protection of its interest in the Property in any such proceeding, or (iv) take any other action necessary to preserve its claims and liens in any such proceeding, in each case subject to the lien priority and payment subordination provisions of this Agreement.

12. Priority of Payments in Liquidation or Insolvency. In the event of any liquidation or dissolution of Borrower, or any receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or similar proceeding relating to Borrower or any portion of the collateral securing the Senior Loan, all amounts due under the Senior Loan Documents (including without limitation, post-petition interest accrued under the Senior Loan after Borrower's bankruptcy filing) shall first be paid in full before any payment is made upon or in respect of the obligations under the Subordinate Loan Documents. Any payment or distribution to Subordinate Lender in contravention of the terms of this Section shall be held in trust for the benefit of and shall be paid over or delivered and transferred to, Senior Lender for application of the payment of the Senior Indebtedness.

13. Subrogation. Until Repayment in Full of the Senior Loan, Subordinate Lender hereby waives any rights it may have, by contract, law or in equity, to be subrogated to Senior Lender's rights against Borrower under the Senior Loan Documents or to Senior Lender's liens and security interests on any of the collateral securing the Senior Loan or any other asset of Borrower. If Subordinate Lender shall acquire by indemnification, subrogation, or otherwise

any lien, estate, right or other interest in or with respect to the property or assets of Borrower or any guarantor of the Senior Loan, that lien, estate, right or other interest shall be subordinate to the Senior Loan Documents during the term of the Senior Loan. Upon Repayment in Full of the Senior Loan, any waiver of subrogation rights set forth in this Section shall automatically terminate.

14. Enforceability of Senior Loan Documents. Subordinate Lender agrees that it will not in any manner challenge, oppose, object to, interfere with or delay (i) the validity or enforceability of this Agreement, or (ii) Senior Lender's security interest in, liens on and rights as to any property or assets of Borrower or any guarantor of the Senior Loan; *provided, however*, that nothing in this Section shall limit Subordinate Lender's right to (A) exercise its rights and remedies following expiration of the Standstill Period as provided in Section 6 hereof, (B) exercise the purchase option set forth in Section 7.3 hereof, (C) appear and be heard in any judicial or non-judicial proceeding affecting the Project or the Subordinate Lender's interests therein, or (D) assert any defenses or claims it may have with respect to its own rights under the Subordinate Loan Documents or this Agreement.

15. Waivers. Subordinate Lender waives (i) the benefit of suretyship claims and defenses generally, (ii) any right to require Senior Lender to proceed against any guarantors for the Senior Loan or to exhaust any specific security for the obligations secured by the Senior Security Instrument, and (iii) any defense to any exercise of Senior Lender's rights hereunder or under the Senior Loan Documents arising out of loss or impairment of any right of subrogation to the Senior Security Instrument or to any other Senior Loan Document. Notwithstanding the foregoing, nothing in this Section shall be construed as a waiver of (A) Subordinate Lender's right to require marshaling of assets to the extent such marshaling would not materially prejudice Senior Lender's recovery, (B) any rights expressly granted to Subordinate Lender under this Agreement, or (C) any rights that may not be waived under applicable law.

16. No Consent to Additional Subordinate Financing. Senior Lender's consent to the Subordinate Loan is solely for the benefit of Subordinate Lender and only relates to the Subordinate Loan. It is not intended to constitute consent to any other encumbrances or liens on the Project or as a waiver of any rights that Senior Lender has under the Senior Loan Documents.

17. Conflicts. In the event of any conflict between the Subordinate Loan Documents and this Agreement or the Senior Loan Documents and this Agreement, this Agreement shall control.

18. Miscellaneous.

18.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns.

18.2. This Agreement shall be construed and enforced in accordance with the laws of the state of the State where the Property is located, without regard to that state's choice of law rules.

18.3. This Agreement may be signed in any number of counterparts, all of which will constitute an original, and all of which when taken together shall constitute one instrument.

19. Senior Lender Discretion. Nothing in this Agreement shall be construed as requiring Senior Lender to grant any financial assistance to Borrower or as limiting or precluding Senior Lender from the exercise of Senior Lender's independent judgment and discretion in connection with Senior Lender's financial arrangements with Borrower.

20. WAIVER OF JURY TRIAL THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, OR TO ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.

NOTE: THIS SUBORDINATION AND INTERCREDITOR AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE BORROWER OBLIGATED UNDER THE SUBORDINATE LOAN TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

[Remainder of Page Intentionally Left Blank; Signature Appears on Following Page.]

EXECUTED as of the date of this Agreement.

SUBORDINATE LENDER:

Construction Loan Services II, LLC,
a Washington limited liability company

By: _____
Name: _____
Its: _____

BORROWER:

BGC Development, LLC,
a Tennessee limited liability company

By: _____
Name: Lewis Baird Graham
Title: Sole Member

SENIOR LENDER:

Construction Loan Services II, LLC,
a Washington limited liability company

By: _____
Name: _____
Its: _____

SUBORDINATE LENDER ACKNOWLEDGMENT:

STATE OF Washington)
COUNTY OF Pierce)

The record was acknowledged before me on October 13th, 2026 by Tina D'aigle as VP of Loan Services of Construction Loan Services II, LLC, a Washington limited liability company.

Dated: October 13th, 2026

[SEAL]

MIRANDA L SCHWAB
NOTARY PUBLIC #23012288
STATE OF WASHINGTON
MY COMMISSION EXPIRES
04-14-27

Printed Name: Miranda L Schwab
Notary Public in and for the State of Washington
Residing at: Puyallup
My Commission Expires: 04-14-2027

BORROWER ACKNOWLEDGMENT:

STATE OF TN §

§

COUNTY OF DAVIDSON §

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lewis Baird Graham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be a(n) Sole Member of BGC Development, LLC, the within named bargainor, a(n) limited liability company, and that he/she, as such Sole Member of the BGC Development, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the BGC Development, LLC by himself/herself as such sole member of the BGC Development, LLC.

WITNESS MY HAND AND SEAL, at office in Nashville, TN, _____, this the 13th day of October, 2026.

[S E A L]

Notary Public

ANGELA Y. POSTON-WILLIAMSON NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF DAVIDSON

My Commission Expires:

1/22/30

SENIOR LENDER ACKNOWLEDGMENT:

STATE OF Washington)
COUNTY OF Pierce)

The record was acknowledged before me on October 13th, 2026 by Tina D'Luiglo as VP of Loan Servicing of CONSTRUCTION LOAN SERVICES II, LLC, a Washington limited liability company.

Dated: October 13th, 2026

[SEAL]

MIRANDA L SCHWAB
NOTARY PUBLIC #23012288
STATE OF WASHINGTON
MY COMMISSION EXPIRES
04-14-27

Printed Name: Miranda L Schwab
Notary Public in and for the State of Washington
Residing at: Puyallup
My Commission Expires: 04-14-2027

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Tract 1: Situated in Davidson County, Tennessee, being Unit Nos. 55, 56, 57, 58, 59, 60, and the tract identified as Future Development on the Plan of Sky Nashville, a Horizontal Property Regime with Private Elements, as shown on that plan identified as Exhibit "B" of that Declaration of Covenants, Conditions and Restrictions for Sky Nashville, of record in Instrument No. 20230627-0048836; as amended by Instrument No. 20230911-0070858, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more particular description of said property.

As known as:

Lot 55 – 315 Sky Cliff Lane, Nashville, TN 37209

Lot 56 - 317 Sky Cliff Lane, Nashville, TN 37209

Lot 57 - 319 Sky Cliff Lane, Nashville, TN 37209

Lot 58 - 321 Sky Cliff Lane., Nashville, TN 37209

Lot 59 - 323 Sky Cliff Lane, Nashville, TN 37209

Lot 60 - 325 Sky Cliff Lane, Nashville, TN 37209

& Condo Lot

Tract 2: Situated in Davidson County, Tennessee, described as follows: Being Lot No. 111, as shown on the "Plan of Subdivision of W.R. Wilson Tract" of record in Plat Book 332, Page 161 (incorrectly referenced in previous deeds as being of record in Plat Book 57, Page 100), in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.Less and except that portion of the property now contained in the right-of-way of I-40 as conveyed to the State of Tennessee by Judgment of record in Book 4002, Page 858, Register's Office for Davidson County, Tennessee.

Tract 3: Situated in Davidson County, Tennessee, described as follows:

Being Lot No. 112, as shown on the "Plan of Subdivision of W.R. Wilson Tract" of record in Plat Book 332, Page 161, (incorrectly referenced in previous deeds as being of record in Plat Book 57, Page 100), in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Less and except that portion of the property now contained in the right-of-way of I-40 as conveyed to the State of Tennessee by Judgment of record in Book 4002, Page 858, Register's Office for Davidson County, Tennessee.

Tract 4: Situated in Davidson County, Tennessee, described as follows:

Being Lot No. 113, as shown on the "Plan of Subdivision of W.R. Wilson Tract" of record in Plat Book 332, Page 161, (incorrectly referenced in previous deeds as being of record in Plat Book 57, Page 100), in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Less and except that portion of the property now contained in the right-of-way of I-40 as conveyed to the State of Tennessee by Judgment of record in Book 3849, Page 816, Register's Office for Davidson County, Tennessee.

Tract 5: Situated in Davidson County, Tennessee, described as follows:

Beginning at a point in the northerly margin of Delaware Street, at the southwest corner of Lot No. 48 on the Map of the A.W. Wills Subdivision, as of record in Plat Book 161, Page 107, Register's Office for Davidson County, Tennessee; thence with the margin of said Avenue, westerly 355 feet more or less to a point in the easterly margin of an alley; thence with the margin of the same, Northerly 105.2 feet more or less to a point in the Southerly margin of Interstate Highway I-40; thence with the margin of Interstate Highway I-40, Easterly 330 feet more or less to the Lot 48 above referred to; thence with the Westerly line of said lot, Southerly 15 feet more or less to the beginning. Less and except that portion of the property now contained in the right-of-way of I-40 as conveyed to the State of Tennessee by Judgment of record in Book 4419, Page 97, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to BGC Development, LLC, a Tennessee limited liability company by Special Warranty Deed from Hill 33, LLC, a Tennessee limited liability company of record in Instrument No. 20220318-0031859 Register's Office for Davidson County, Tennessee, dated March 17, 2022 and recorded on March 18, 2022.