

OFFER TO PURCHASE REAL ESTATE AGREEMENT

Attention Mercedes Bartow

(Seller)

I (we) hereby offer to purchase the following described real estate in Hamilton County, Tennessee, known as: 1185 Lower Brow Rd, Signal Mountain, TN 37377. (For continuation see reverse side).

I (we) will pay for said real estate Three Million One Hundred Thousand Dollars (\$3,100,000.00) in cash, the deferred balance of \$0.00 to be represented by notes bearing N/A per cent interest per annum, secured by a lien and deed of trust on said property to be paid as follows: N/A - This is a 100% Cash Transaction. Deed to be made in the name of Anna Michelle Lanier (under the Tennessee Uniform Transfers to Minors Act, Ladco Defense Technologies as Custodian).

The following provisions and stipulations are part of this offer:

1. Property is being purchased "turnkey," which explicitly includes all custom interior furnishings.
2. The purchaser agrees to cover the actual closing costs associated with the transfer.
3. Proof of fully funded capital via Ladco Defense Technologies Corporate Resolution is attached.

Conveyance is to be made by Warranty Deed subject to existing zoning ordinances and protective covenants and recorded restrictions applicable to the subject property.

To make this offer valid, I (we) herewith deposit with FIRST CHOICE TITLE, INC. the sum of \$3,100,000.00 (Total Purchase Price to be transferred immediately upon acceptance), which sum, if the sale is consummated, shall be credited on the purchase price and constitute a part of the cash payment for said property. In the event title to said property be defective and cannot be perfected within a reasonable time, or in the event this offer is not accepted by the owner within two (2) days from date, then this offer shall stand revoked and the sum deposited shall be returned to me (us). Should I (we) revoke or withdraw this offer, or fail or refuse to carry out its terms then the owner may at his option, (1) retain the sum of the money deposited which I (we) agree shall constitute liquidated damages for my (our) failure or refusal to abide by the terms of this offer, or (2) proceed to enforce his legal rights, if any.

In the event of damage (not caused by negligence of the Purchaser) to improvements or land by fire or other causes before purchase is closed, the Purchaser may declare this contract void and recover deposit.

In the event of default of either party hereto, and litigation ensues, a reasonable attorney's fee shall be included in the damage of the non-defaulting party recoverable together with any court costs.

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Should this offer be accepted by the owner, I (we) agree to close the purchase on or before July 1, 2026.

Taxes, interest, fire insurance and rent are to be pro-rated from date of closing. Seller's closing fee and deed shall be furnished by the seller. Title Insurance Policy, through FIRST CHOICE TITLE, INC., and Purchaser's closing fee shall be furnished by the Purchaser.

Possession of the property to be secured by me (us) on or before date of closing.

This the 24th day of June, 2026.

Henri Bryant Lanier Sr. Esq phD

Henri Bryant Lanier Sr., Esq., Ph.D. (Purchaser)

Sole Owner, CEO, Ladco Defense Technologies

We hereby accept the foregoing this _____ day of _____, 2026.

(Seller) _____

(Seller) _____