

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

This Amended and Restated Purchase and Sale Agreement ("Agreement") is dated effective as of April 7, 2026 (the "Effective Date"), and amends that certain Purchase and Sale Option Agreement dated January 22, 2026, as amended, entered into by and between Wall Tec LLC ("Seller") and Hawkeye, Inc. ("Buyer"), with respect to the following real property located in Conway, Horry County, State of South Carolina, a map of which is attached to this Agreement as Exhibit "A" (the "Property"):

Tax Parcel I.D. 33803010018
Street Address Boundary St
Acreage 5.18 +/- acres, less and except all wetlands areas, 100-year flood plain, and buffer areas (exact acreage to be per survey obtained by Buyer)

1. **Purchase Price and Closing Costs.** Seller grants to Buyer the exclusive right and option to purchase the Property for the sum of \$1,550,000.00 (the "Purchase Price"). All Earnest Money deposits shall be credited to the Purchase Price. Real estate taxes for the year of the closing of the sale of the Property occurs (the "Closing") shall be prorated to the Closing date. Any taxes, liens, assessments, fees, fines, charges, penalties or other amounts levied, imposed upon or assessed against the Property for any prior year shall be paid by Seller. Seller shall pay for the cost of preparing and recording all instruments required to clear title and for its own attorney's fees. Buyer shall pay all other closing costs.

2. **Earnest Money.**

(a) **Initial Earnest Money.** Buyer shall deposit \$20,000.00 (the "Initial Earnest Money") with an escrow agent ("Escrow Agent") selected by Buyer after its receipt of a fully executed copy of this Agreement. Seller acknowledges the receipt and sufficiency of the Initial Earnest Money. \$5,000.00 of the Initial Earnest Money shall become nonrefundable on March 31, 2026; \$5,000.00 of the Initial Earnest Money shall become nonrefundable on June 30, 2026; an additional \$10,000.00 of the Initial Earnest Money shall become nonrefundable on October 31, 2026.

(b) **Additional Earnest Money.** If Buyer elects to extend the first Option Expiration Date pursuant to paragraph 3(b), Buyer shall deposit with Escrow Agent an additional \$30,000.00 for each such extension (the "Additional Earnest Money" and together with the Initial Earnest Money, the "Earnest Money"). \$10,000.00 of the Additional Earnest Money shall become nonrefundable on December 31, 2026, and an additional \$20,000.00 of the Additional Earnest Money shall become nonrefundable on March 31, 2027.

(c) **Refundable Earnest Money.** If Buyer elects to terminate this Agreement for any reason on or before the Option Expiration Date, Buyer will receive a full refund of all Earnest Money that has not become nonrefundable by operation of Sections 2(a) and 2(b). If Buyer elects to extend the Option Expiration Date, the Initial Earnest Money and any Additional Earnest Money deposited with Escrow Agent shall be nonrefundable; provided, however, that all Earnest Money will be fully refundable to Buyer in the event that the contingencies included in this Agreement or the conditions to Closing set forth in this Agreement are not satisfied.

3. **Option Term.**

(a) **Initial Term.** Buyer may exercise its option to purchase the Property on or before October 31, 2026 (the "Option Expiration Date") by delivering notice to Seller.

(b) **Extension.** Buyer may elect to extend the Option Expiration Date for one additional 6-month period from the date of the initial Option Expiration Date in paragraph 3(a), that is until April 30, 2027, by delivering notice of such extension to Seller and depositing the Additional Earnest Money with Escrow Agent. Seller agrees to cooperate with Buyer in the event more extensions are needed. Pursuant to Section 8 of the Option, the Outside Closing Date of the Agreement shall be July 31, 2027.

(c) **Termination.** Buyer may terminate this Agreement on or before the Option Expiration Date, as may be extended pursuant to paragraph 3(b), for any reason and receive a full refund of all Earnest Money that has not become nonrefundable by operation of paragraphs 2(a) and 2(b) above by delivering notice to Seller. If Buyer does not exercise its option to purchase or terminate this Agreement on or before the Option Expiration Date, as may be extended, this Agreement shall terminate, all rights and obligations of all parties with respect to this Agreement shall cease, and, subject to paragraph 2(c), Seller shall retain all nonrefundable Earnest Money as full payment and complete satisfaction of any damages suffered by Seller because of Buyer's failure to purchase the Property.

4. **Records and Documents.** Within 10 days after the Effective Date, Seller shall deliver to Buyer a copy of any and all existing surveys, plats, maps, source of title deeds, owners title insurance policies, ad valorem and personal property tax statements for the past two years and any information on pending appeals, regulatory agreements, use agreements and other documents concerning any encumbrance or use restriction on the Property, engineering reports, environmental reports, soils reports, and all other documents pertaining to the physical condition of the Property.

5. **Inspection.** Seller grants to Buyer and its agents, employees and contractors the right to enter the Property for the purpose of conducting any tests, inspections, borings, surveys or layouts for improvements, evaluations, studies, appraisals or investigations as Buyer may deem necessary or desirable to evaluate the Property for the intended use of Buyer.

6. **Appraisal.** Seller and Buyer each acknowledge that the price reflected has been established upon the fair market value of the Property. Buyer or Buyer's lender shall commission a certified appraiser to be selected and paid by the Buyer, who shall deliver an appraisal of the Property (the "Appraisal"). The Appraisal must confirm the Purchase Price or the Buyer has the option of (i) renegotiating the Purchase Price with the Seller's consent, provided, however that Seller shall not be obligated to accept any other price other than the Purchase Price, or (ii) being released from this Agreement without any further obligations. If Seller declines to accept the Appraisal, the new Purchase Price will be negotiated before March 31, 2026, or the cost of the Appraisal will be deducted from the nonrefundable earnest money.

7. **Title and Survey.** Buyer may obtain a title commitment (the "Title Commitment") for an ALTA insurance policy covering the Property and a new survey of the Property (the "Survey"). At Closing, Seller shall convey good and marketable fee simple title to the Property together with all rights, privileges and appurtenances belonging to or benefitting such Property by general warranty deed (the "Deed") utilizing the legal description set forth on the Survey and warranting the Property to be free and clear of all liens and encumbrances except for any exceptions to title and Survey that Purchaser and its lenders deem permissible (the "Permitted Exceptions"). On or before Closing, Seller will execute and deliver such affidavits, certifications, indemnities, and resolutions in form and content required by the title company to allow deletion of all Seller due

authorization requirements and all exceptions other than the Permitted Exceptions and to provide endorsements required by Buyer or its lender. Buyer has the right to give Seller notice of all objections to exceptions or encumbrances to title and Survey for a period of 90 days after Buyer exercises its option to purchase the Property. If Buyer delivers such notice, Seller shall have 10 days after receipt of such notice to cure such objections, at Seller's expense, either by (i) removal of such exceptions, (ii) procuring title endorsements, (iii) satisfying the objections and deducting the cost of such satisfaction from the Purchase Price if such objection may be satisfied by the payment of funds, or (iv) other resolution providing coverage against loss or damage as a result of such exceptions satisfactory to Buyer, its lenders, and the title company. If Seller does not or is unwilling to cure the matters set forth in the objections notice from Buyer, Buyer may elect to: (a) terminate this Agreement and all Earnest Money shall be refunded to Buyer or (b) waive such satisfaction and performance and consummate the purchase and sale of the Property.

8. Proceedings at Closing. Closing shall occur no later than 90 days after the exercise of the option to purchase by Buyer. Closing may be extended by such time, if any, necessary to cure Title Commitment and Survey objections and meet all contingencies contained in this Agreement. Closing of the sale shall take place as follows:

a. Seller shall deliver to Buyer at Closing the following: (a) possession of the Property, and (b) the following documents and instruments duly executed by Seller: (i) the Deed; (ii) a settlement statement with respect to the Closing; (iii) a certificate and affidavit of non-foreign status; (iv) completed 1099-S request for taxpayer identification number and certification and acknowledgment; (v) all affidavits, certifications, indemnities, and resolutions required by the title company that will enable Buyer to obtain title insurance coverage free of any exception other than Permitted Exceptions and will induce such title insurer to "insure the gap"; (vi) all certificates, licenses and authorities required by the governmental authority having jurisdiction to transfer to Buyer the Property in accordance with the requirements of applicable local law or requested by Buyer, its counsel or the title company; (vii) evidence in form and substance reasonably satisfactory to Buyer that Seller has the power and authority to execute and enter into this Agreement and to consummate the sale of the Property; and (viii) such other closing instruments and documents as are required by the title company, Buyer or its lender.

b. Buyer shall deliver to Seller at Closing the following: (i) the Purchase Price less all Earnest Money and any taxes, liens, assessments, compliance fees, or other amounts levied, imposed upon or assessed against the Property by any entity having jurisdiction over the Property for the tax year in which Closing occurs; (ii) a settlement statement duly executed by Buyer; and (iii) such other closing instruments and documents as may be reasonably required by the title company.

9. Contingencies. Buyer's obligation to close on the purchase of the Property is subject to and conditioned upon: (i) Buyer receiving sufficient financing to construct its intended development, (ii) delivery of all documents required to be delivered by Seller pursuant to this Agreement, (iii) performance by Seller of all of Seller's obligations pursuant to the terms and conditions of this Agreement, (iv) material compliance by Seller with all covenants and provisions required by this Agreement before, on, and as of Closing, and (v) all representations and warranties of Seller in this Agreement being true and correct in all respects before, on, and as of Closing.

10. Environmental. To Seller's knowledge, (i) no Hazardous Substance was ever or is now stored on, transported to or from, or disposed of on the Property; (ii) there is not present on Property, or any portion thereof, any asbestos, or any structures, fixtures, equipment or other objects or materials containing asbestos, nor is there any radon present on, in or about the Property or any portion thereof, in an amount sufficient to create a material hazard or violate governmental regulations relating to radon; (iii) no investigation, inquiry, hearing, action, administrative order, litigation or settlement with respect to any Hazardous Substance law is threatened or in existence with respect to the Property; and (iv) no notice has been served on Seller claiming any violation of a Hazardous Substance law with respect to the Property or demanding payment or contribution for environmental damage or injury to any person, property or natural resources as the result of the presence of any Hazardous Substance in, on, under, or from the Property or any violation of any Hazardous Substance law with respect to the Property. The term "Hazardous Substance" includes, without limitation, any material or substance that is (A) defined as a solid waste, hazardous waste, extremely hazardous waste, restricted hazardous waste, toxic waste, radioactive material or substance, or a hazardous substance under the laws of the state or locality in which the Property is located or any regulations or orders now or hereinafter promulgated thereunder, or (B) designated or becomes designated as a "hazardous substance" pursuant to any local, state, and federal laws, ordinances, regulations, orders, and reported state or federal court decisions thereunder relating to environmental protection, the use, storage, generation, production, treatment, emission, release, discharge, remediation, removal, disposal, or transport of any Hazardous Substance, or any other environmental matter. Seller will complete, execute and deliver all necessary owner questionnaires and related forms for the environmental review of the Property within 5 days of receipt of such forms from Buyer or an environmental professional.

11. Other Representations and Warranties. Seller further represents and warrants that: (i) Seller is the lawful owner of the Property and will not record any restrictive covenants or sell any portion of the Property to any person other than Buyer while this Agreement is in effect and will not otherwise take or permit or acquiesce in any actions that would result in an encumbrance on Seller's title to the Property; (ii) Seller has full power and lawful authority to enter into this Agreement and to execute and deliver the Closing documents and to perform Seller's obligations under this Agreement and the Closing documents and all consents, approvals, waivers, notifications, acknowledgments or permissions by any third party required in order for Seller to execute and perform under this Agreement have been obtained, and this Agreement and the Closing documents when executed and delivered by Seller constitute the valid and binding obligation of Seller; (iii) no person or other entity other than Buyer has any right or option whatsoever to acquire the Property or any portion thereof; (iv) Seller has not received notice from any governmental body asserting or claiming any violation of any law, ordinance, code or regulation with respect to the Property, and Seller has no knowledge that any such violation exists with regard to the Property; (v) neither the Seller nor any of the Property is subject to claim, demand, suit or unfiled lien proceeding or litigation of any kind, pending or outstanding, before any court or administrative, governmental or regulatory authority, agency or body, or to any order, judgment, injunction or decree of any court, tribunal or other governmental authority, or threatened, or likely to be made or instituted, that would have a materially adverse effect on the Property or in any way be binding upon Buyer or affect or limit Buyer's full use and enjoyment of the Property or that would limit or restrict in any way the Seller's ability to enter into this Agreement and consummate transactions contemplated hereby; (vi) there are no pending, threatened or contemplated condemnation, zoning, environmental or similar proceeding affecting the Property or any portion thereof; (vii) no default or breach exists under any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion thereof; (viii) there are no leases encumbering the Property and there are no person or persons living or occupying the Property. The foregoing representations and warranties of Seller shall survive Closing and delivery of the Deed. Buyer may rely on such representations and warranties without any obligation to investigate. Buyer may elect to terminate this Agreement and receive a full refund of all Earnest Money if an investigation discloses that any of such representation or warranty is not correct.

12. URA and Choice-Limiting Activities. Seller acknowledges that Buyer is seeking federal funds and that Seller will not be eligible for relocation benefits. Seller is not considered a displaced tenant under the Uniform Relocation Assistance and Real Property Acquisition Policies Act

(URA) of 1970, as amended ("URA") and all rules and/or regulations implemented or promulgated thereunder. Seller will not, under any circumstances, commence (or allow any other party to commence) any "Choice-Limiting Activities" relating to or at the Property which include, but are not limited to, acquiring, purchasing, rehabilitating, demolishing, converting, leasing or repairing all or any portion of the Property as well as disturbing the ground or commencing any form of construction on the Property. Seller will provide all necessary acknowledgements, certifications, and forms required by Buyer's lender related to URA and/or Choice Limiting Activities within 5 days of receipt from Buyer.

13. Zoning, Easements, etc. Seller will cooperate with Buyer in obtaining zoning, use, subdivision, lot consolidation, water, sewer, easements and all other approvals and permits for the Property that Buyer may seek. Seller will execute documents necessary to petition the appropriate governing body for such approvals and permits. Seller hereby appoints Buyer as its agent with authority to submit applications and make filings for all such approvals and permits, at Buyer's expense. Seller will provide or cooperate with Buyer in obtaining all easements necessary for utilities, ingress/egress, drainage and temporary construction by applicable governing authorities adequate for the intended use of the Buyer.

14. Default. If Buyer fails to perform its obligations under this Agreement, Seller agrees that its sole remedy shall be limited to liquidated damages in the amount of the Earnest Money, whereupon Buyer shall be released from all liability and obligations hereunder. Seller agrees that its actual damages in the event of Buyer's default would be difficult to measure and liquidated damages in the amount of the Earnest Money is a reasonable estimate of such damages. If Seller defaults under this Agreement, Buyer may (i) receive a full refund of all refundable and nonrefundable Earnest Money from Seller and Seller, in the event of a default related to any Choice Limiting Activity, will also reimburse Buyer for all expenses incurred in connection with this Agreement and the Property, including development expenses, due diligence expenses, legal fees, accounting fees, etc., all of which Seller shall pay to Buyer within five days' notice from Buyer or (ii) elect to treat this Agreement in full force and effect and have the right to specific performance. If Buyer is forced to bring an action at law to secure compliance with any of the covenants contained in this section, the attorney's fees for the prevailing party shall be paid by the party against whom the decision is rendered.

15. Escrow Procedure. Escrow Agent shall deposit the Earnest Money into a bank account it deems suitable, and all interest and income thereon shall become part of the Earnest Money and shall be remitted to the party entitled to the Earnest Money pursuant to this Agreement. Escrow Agent shall hold the Earnest Money until the earlier occurrence of (i) the Closing, at which time the Earnest Money shall be applied against the Purchase Price or (ii) the termination of this Agreement, at which time the Earnest Money shall be released to Seller or Buyer as provided in this Agreement. If either party makes a written demand to Escrow Agent and the other party for payment of the Earnest Money prior to Closing, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within 5 business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment or arbitrator's decision.

16. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given to a party upon the earliest of any of the following to occur: (a) when actually delivered to such party at the address below, (b) the next business day following delivery to a nationally recognized commercial courier for next-business day delivery addressed to such party at the address below, (c) when transmitted by email, to the email address set forth below, or (d) when placed in the U.S. Mail with proper postage affixed to the address set forth below. Rejection of or refusal to accept, or inability to deliver because of an address change of which no notice was given, shall be deemed to be receipt of such notice or other communication. Any party may designate a different address from that stated below by notice to the other party.

If to Seller, to:
Wall Tec, LLC

Attn: Craiu Tocitu
8000 Bird Key Ct
Myrtle Beach, SC 29579
Email: walltec1@yahoo.com

If to Buyer, to:
David Morrow
809 22nd Avenue
Tuscaloosa, AL 35401
Email: davidm@morrowrealty.com

17. Agency Disclosure. The Listing Company shown below, if any, represents Seller. Seller shall pay the brokerage fees listed below at Closing. Seller and Buyer each represent that there is no other compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property or as a result of the sale of the Property, and no written notice has been received concerning any unpaid real estate commission respecting such sale which could give rise to a broker's lien.

Listing Company: N/A, is:

(Two blocks may be checked)

- ☒ An agent of the **Seller(s)**
☐ An agent of the **Buyer(s)**
☐ An agent of both the **Seller(s)** and **Buyer(s)**,
and is acting as a limited consensual dual agent
☐ Assisting the ☐ **Buyer(s)** ☐ **Seller(s)** as a transaction broker

Commission: 0%

Seller's Initials _____

Selling Company: N/A, is:

(Two blocks may be checked)

- ☐ An agent of the **Seller(s)**
☒ An agent of the **Buyer(s)**
☐ An agent of both the **Seller(s)** and **Buyer(s)**,
and is acting as a limited consensual dual agent
☐ Assisting the ☐ **Buyer(s)** ☐ **Seller(s)** as a transaction broker

Commission: 0%

Buyer's Initials _____

18. Miscellaneous. Buyer may assign this Agreement, in whole or in part, at any time without the consent of Seller. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the executors, administrators, heirs, successors, and assigns of Seller and Buyer. This Agreement is governed by the laws of the State in which the Property is located and constitutes the entire agreement of the parties. No oral or implied agreements or representations will be binding upon the parties hereto. This Agreement may be executed in multiple counterparts by one or more parties using an electronic signature, each of which shall constitute an original signature and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller has caused this Agreement to be duly executed on April __, 2026.

4.7.26

SELLER:

WALL TEC, LLC

By: _____

Chris Tocito

Alisa Tocito
Witness

Alisa

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed on the 6th day of April, 2026.

BUYER:

HAWKEYE, INC.

BY: 
W. David Morrow, its President


Witness

Exhibit "A"
Map / Description of Property

