

Husky Capital LLC
300 Colonial Center Parkway Suite 100N
Roswell, GA 30076

February 2, 2023

Re: [REDACTED] Augusta, Georgia, being Unit [REDACTED] TowneClub Condominium (the "Unit") as described in the Declaration of Condominium for TowneClub Condominium dated November 29, 2004, as amended (the "Declaration")

Dear [REDACTED]

This letter is an offer (an "Offer") by Husky Capital LLC, a Georgia limited liability company ("us" or "we"), to purchase the Unit from [REDACTED] ("you") for a cash purchase price of \$300,000 (the "Purchase Price"), subject to the terms and conditions in this letter. You may accept this Offer only by returning this letter in the enclosed prepaid envelope, fully executed by you with no changes. This Offer will automatically expire without further notice unless we receive your acceptance on or before February 15, 2023. Upon our timely receipt of your acceptance, this Offer will become a binding purchase and sale agreement ("Agreement") between you and us on the terms outlined below.

1. Purchase of Unit. We agree to purchase from you, and you agree to sell to us, the Unit for the Purchase Price. We have the financial capability to close this purchase, and therefore this Offer is made without contingencies for financing or raising equity capital.

2. Earnest Money. Within five business days after our receipt of acceptance of this Offer, we will deposit \$25,000.00 of earnest money (the "Deposit") with Chicago Title Insurance Company ("Escrow Agent"), 4170 Ashford Dunwoody Road, Suite 460, Atlanta, GA 30319. The Deposit shall be credited against the Purchase Price at Closing or otherwise processed in accordance with the terms of this Agreement.

3. Closing. Closing of the purchase and sale of the Unit ("Closing") shall occur at the offices of a closing attorney selected by us and located in Augusta, Georgia, or by mail if you prefer, on May 5, 2023 (the "Closing Date"). However, if you have not executed an Option (as defined in Paragraph 5 herein), the Closing Date shall be 30 days from our receipt of your acceptance of this Offer. At Closing, you will execute and deliver a general warranty deed and other closing documents that are customary for similar transactions in Augusta, Georgia, and we will deliver the balance of the Purchase Price.

4. Closing Costs and Prorations. We shall pay for the transfer tax, the fees of the Escrow Agent and our closing attorney, title insurance, and recording costs. You shall pay the costs to satisfy any mortgages or other liens, any commission owing to any broker engaged by you, and the fees of your attorney if you engage one. Real estate taxes and other income and expense with respect to the Unit will be prorated per local custom.

5. Option Agreement. We acknowledge that you may have executed a document titled Option Agreement for the Sale and Purchase of Real Property ("Option") in favor of TowneClub Condominium Association, Inc. (the "HOA"). If so, we accept this Agreement subject to rights, if any, that may exist under the Option as the same, if any, may be terminated, waived, or otherwise extinguished. Nothing herein shall be interpreted as a waiver of any right to challenge to the validity or enforceability of the Option, and/or any provision contained therein, or the HOA's authority to enter into the same.

6. Conditions to Closing. Our obligation to close under this Agreement shall be conditioned upon (a) our satisfaction that any rights of first refusal or other purchase rights held by the HOA or others have been waived or extinguished; (b) your delivery of marketable title to the Unit at Closing, free and clear of liens and other unsatisfactory encumbrances; (c) the Unit being substantially the same condition as on the date of

acceptance of this Offer; and (d) all representations and warranties made by you in this Agreement being true. If any of these conditions have not been satisfied on or as of the Closing Date, then we shall give you written notice on or prior to the scheduled date for Closing, and you shall have an opportunity for thirty 30 days to attempt to satisfy the condition and, in such case, the Closing Date shall be extended accordingly. If you fail to satisfy such condition on or prior to Closing, we will elect one of the following: further extend Closing to allow you additional time to satisfy the condition; waive the condition and proceed to Closing; or terminate this Agreement and receive a full refund of the Deposit.

7. Your Obligations until Closing. Until Closing, you shall (a) maintain the Unit in substantially the same condition as it exists on the date of this Offer; (b) deliver to us, within five calendar days of your receipt, any correspondence or notices of any nature from the HOA or any other party regarding the Unit; and (c) not enter into any agreement affecting the Unit or modify any such existing agreement.

8. Possession at Closing and Leases. You shall deliver to us possession of the Unit on the Closing Date, free and clear of all leases or occupancies. However, if the Unit is currently leased to third party with a term, including any renewal, expiring less than 12 months from Closing, we will accept the Unit subject to the lease. Please include a copy of any lease affecting the Unit with your acceptance of this Offer.

9. Representations and Warranties. We represent and warrant that Husky Capital LLC is duly organized validly existing, and in good standing under the laws of Georgia and that the undersigned individual who has executed this Offer on behalf of Husky Capital LLC is fully authorized to do so. You represent and warrant to us that (a) you are authorized to enter into this Agreement; (b) there is no action, suit or proceeding, pending or known to be threatened, that relates in any way to the Unit; (c) you are not a debtor in a pending bankruptcy case; (d) you hold fee simple marketable title to the Unit, subject only to matters of record; (e) except for this Agreement, any lease or contract returned in the envelope with your acceptance of this Offer, documents of record, and rights, if any, under the purported Option, there are no agreements that affect the Unit; and (f) the Unit is in substantial compliance with all laws.

10. Miscellaneous. This Agreement shall be governed by the laws of Georgia. The parties agree that the sole and exclusive venue for any dispute involving this Agreement or the transactions contemplated hereby shall be the Richmond County, Georgia Superior Court. You shall bear all risk of loss, damage or taking of the Unit which may occur prior to Closing. Upon default by either party, the other party may, as its exclusive remedies, seek specific performance or termination of this Agreement, and each party waives the right to seek consequential or punitive damages. This Agreement constitutes the entire agreement between you and us, and all prior agreements between you and us related to the Unit are merged herein. This Agreement may be changed only by an agreement in writing signed by you and us. In the event any provision hereof shall be prohibited by law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any of the provisions to this Agreement shall be valid unless in writing and signed you and us. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representatives of their estates, as may be applicable. You shall not assign this Agreement without our prior written consent. Escrow Agent shall hold the Deposit until written release disbursement instructions are received from both you and us. If any dispute arises, Escrow Agent shall either await settlement of the controversy by final legal proceedings or agreement of the parties or interplead the Deposit into court. You and we agree to and hereby indemnify and hold Escrow Agent harmless from and against all costs and liabilities incurred in connection with Escrow Agent's duties as escrow agent unless such liability arises as a direct result of the gross negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be liable for any loss caused by the failure of the bank holding the Deposit. Any notice relating to this Agreement shall be given in writing and shall be deemed given and received one business day after the date that such notice is deposited with a national overnight courier, fees prepaid, addressed as shown on the first page of this Agreement. Either party may designate a different address in a written notice given as herein provided. Time is of the essence of this Agreement. This Agreement may be executed by facsimile or other electronic format.

To accept this Offer, please sign below, in two places, and return this entire letter in the enclosed prepaid envelope. We will then promptly notify the HOA in satisfaction of any notice requirements pursuant to the Option and send you confirmation from the Escrow Agent that the Deposit has been made. We will notify you when further action is required.

Please direct any questions to EXT-HuskyCapital@groups.jonesday.com or call (312) 269-4131.

Sincerely,

Husky Capital LLC

By: 
As Manager

This Offer is hereby accepted this ____ day of February 2023.

NOTICE TO TOWNECLUB CONDOMINIUM ASSOCIATION, INC. ("HOA"): The undersigned intends to sell the Unit to Husky Capital LLC pursuant to this Agreement. If the HOA contends that this Unit is subject to an Option, please deliver a copy of the purported Option to Husky Capital LLC at the address at the top of this letter. Without waiving any right to challenge the validity of the Option, the undersigned hereby terminates the Option.