

## Addendum "A"

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL. ANY OTHER TERM OR CONDITION INCONSISTENT WITH THE TERMS AND CONDITIONS HEREIN SHALL BE OF NO FORCE OR EFFECT WHATSOEVER.**

- 1. THE PROPERTY IS SOLD AS IS, WHERE IS AND WITH ALL FAULTS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY RELATING TO THE PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION, including without limitation, any representation or warranty with respect to (i) environmental matters relating to the property or any portion thereof including, without limitation, the existence of any hazardous or toxic substance, wastes, hydrocarbons, polychlorinated biphenyls, asbestos or related materials; (ii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and faulting; (iii) whether or not and the extent to which the property or any portion thereof are affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (iv) drainage; (v) soil conditions; (vi) the availability of any utilities to the property or any portion thereof including, without limitation, water, sewage, gas, and electric; (vii) usages of adjoining property; (viii) access to the property or any portion thereof; and (ix) the value, compliance with specifications, size, location, age, use, merchantability, design, quality, description, durability, operation or condition of the property or any portion thereof, or suitability of the property or any portion thereof for Buyer's purposes, or fitness for any use or purpose whatsoever. Buyer agrees that Buyer is not relying on any warranty or representation of Seller or of any agent, officer, employee or representative of Seller and that Buyer has satisfied or will satisfy himself, herself or itself as the all the foregoing matters. SELLER FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE IN RESPECT OF THE PROPERTY. BUYER AFFIRMS THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT SUCH PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.**

**IF BUYER IS UNCERTAIN ABOUT THE MEANING AND EFFECT OF THIS "AS IS" CLAUSE, THEN BUYER SHOULD CONSULT AN ATTORNEY. AN "AS IS" CLAUSE ACCEPTABLE TO SELLER WILL BE INCLUDED IN THE WARRANTY DEED TO BUYER.**

- 2. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES: If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.**

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Therefore, if this sale or Buyer's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of Seller. Obligations imposed by this paragraph shall survive closing.

3. This agreement is made by Broadway National Bank in a representative capacity, and it is specifically understood and agreed that Broadway National Bank will not incur any personal liability for breach of warranty of any other condition, obligation, or representation made herein, and that in the event of such a breach, Broadway National Bank shall be liable only to the extent which it holds assets and properties for the specific entity on behalf of which this instrument is executed.
4. Notwithstanding any other provisions of this contract, the Right to Commission, if any, payable to any agent representing either party to this contract shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have no right to any portion of earnest money forfeitures.
5. **Notwithstanding any other provisions of this contract, Seller shall be obligated only to convey insurable title by Special Warranty Deed.**
6. Casualty Loss: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer or (b) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
7. Default: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may, as its sole and exclusive remedies, (a) enforce specific performance or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may, as its sole and exclusive remedies, (a) enforce specific performance or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.
8. Buyer hereby represents and warrants that Buyer is not an employee, officer, director or related party of Broadway Bancshares, Inc. or any of its subsidiaries or affiliates, nor is Buyer acting on behalf of, nor does Buyer have an agreement, written or oral, under which the title of the property would be transferred to an employee, officer, director or related party of Broadway Bancshares, Inc. or any of its subsidiaries or affiliates.

Buyer represents and warrants that Buyer is not acting on behalf of, nor does Buyer have any agreement, written or oral, under which the title would be transferred to any entity controlled by any of the aforementioned individuals or affiliates or an immediate family member of any such individuals or affiliates.

Buyer maintains, to the best of Buyer's knowledge, that Buyer is not an individual or organization in which there exists such a connection or interest in Broadway Bancshares, Inc.

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or any of its subsidiaries or affiliates which might affect the exercise of the best judgment of Broadway National Bank in the selling of said property.

- 9. Buyer hereby affirms that Buyer's decision, if any, to seek financing or other service from Broadway Bancshares, Inc. or any of its subsidiaries or affiliates was made strictly independently by Buyer and not as a condition of this sale.
- 10. Buyer and Seller agree that if this sale is closed before the tax rolls are certified for the year in which the sale occurs, the taxes will be prorated based upon the immediately preceding year's actual total ad valorem taxes. This proration will be final at closing and Buyer and Seller will have no further ad valorem tax obligation one to the other after closing.

**BROADWAY NATIONAL BANK,**

_____	_____	By: _____	_____
Buyer's Signature	Date	Seller's Signature	Date