ADDENDUM TO PURCHASE AGREEMENT

DATE: May ___, 2026

Notwithstanding anything to the contrary in the Buy/Sell Agreement dated May 20, 2026 ("Purchase Agreement") executed between the Buyer and Seller, the following provisions of this Addendum to Purchase Agreement ("Addendum") shall control:

WE AGREE AND REPRESENT AS FOLLOWS:

1. Purchase Agreement and Addendum shall hereafter be collectively the "Agreement".

2. Terms in the Purchase Agreement shall have the same meaning in this Addendum.

3. Buyer is ______________________, his assigns or an entity to be formed on his behalf.

4. Seller is Brandy Enterprise LLC, a Michigan limited liability company, by and through Charles Bullock not individually, but solely in his capacity as court-appointed receiver of the assets of Brandy Enterprises, LLC and Nino's Fine Dining, LLC in the Bay County Circuit Court Case No. 24-3749-CB (in such capacity, "Receiver").

5. That the undersigned is the duly court appointed Receiver of the real property located at 1705 Columbus Ave., Bay City, MI 48708-6828 (the "Property") in the matter of *Copoco Community Credit Union v. Brandy Enterprises, LLC and Nino's Fine Dining, LLC* in the Bay County Circuit Court Case No. 2024-3749-CB pursuant to the Amended Stipulated Order Appointing Receiver and Related Injunctive Relief entered on November 25,2024 ("Receiver Order") and has the authority to enter into this Agreement.

6. The sale of the Property is subject to approval by the Bay County Circuit Court in the Case No. 2024-3749-CB with a caption of *Copoco Community Credit Union v. Brandy Enterprises, LLC and Nino's Fine Dining, LLC* which appointed the Receiver and assigned to the Hon. Joseph K. Sheeran (the "Court" and the "Lawsuit") which may accept "Higher or Better" offers up to or at hearing to approve sale of the Property.

7. Receiver will file a motion to seek approval of this offer in the Lawsuit, within 5 days after the Buyer has deposited his EMD/Earnest Money of $_________________ (greater of $5,000.00 or 10% oof purchase price) to be held by Transnation Title Agency of MI Mason Burgess Division, LLC, of 5402 Gateway Centre, Suite A, Flint MI 48507 and applied to the Purchase Price at Closing.

8. Closing shall be on or before June 5, 2026, or 21 days after entry of an order approving sale of Property in the Lawsuit, whichever is later.

9. Buyer warrants and acknowledges to and agrees with Receiver that Buyer is a sophisticated Buyer, familiar with the Property, and that Buyer is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and specifically and expressly without reliance on any warranties,

representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Receiver or Broker, including without limitation, warranties, representations or guarantees with respect to the (a) title, possessory rights, tax consequences, availability of access, ingress or egress, (b) the quality, character, or condition of the Property, whether latent or patent, (c) merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, (d) compliance with federal, state, local or other applicable laws, rules or regulations, including, but not limited to, Environmental Laws, or with building or use restrictions, zoning ordinances or other governmental, regulatory or industry standards, (e) suitability or fitness for a particular use, (f) value, profitability, marketability, operating history or projections, (g) income potential, operating expenses or uses, (h) safety, (i) plumbing, sewer, heating and electrical systems, roofing, air conditioning, foundations, soils and geology, including the presence of Hazardous Materials (as later defined), (j) lot size or acreage, (k) habitability or suitability for occupancy of any structure and the quality of its construction, (l) the environmental condition of the Property, (m) any matters related to the Receiver, the Case, the Order or Receiver's authority to enter into this Agreement or to close and consummate the transactions contemplated hereby, or (n) any other matter or thing relating to or affecting the Property. Receiver does hereby disclaim and renounce, and Buyer acknowledges and agrees that it is not relying on, any such representations or warranties. Buyer represents and warrants to Receiver that he has had ample opportunity to make a proper inspection, examination and investigation of the Property to familiarize itself with its condition and that Buyer has done so to its satisfaction. Buyer shall have no claim, in law or in equity, based upon the condition of the Property or the failure of the Property to meet any standards. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Receiver or Corp be liable for actual, incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property or Receiver's title or otherwise. If Buyer is not satisfied with the Property and terminates the Agreement, he will forfeit his Earnest Money Deposit.

10. Seller will be using TransNation Title Company to provide the Owner's title policy to the Buyer.

11. Receiver will convey the real Property to the Buyer via a Receiver's Deed at the Closing and any personal property via a quit claim bill of sale.

12. In the event of termination of this transaction, Seller shall receive the Earnest Money as his sole remedy and neither party shall have the right to seek specific performance or legal action against each other. No portion of a defaulted Earnest Money will be paid to any broker.

13. Commissions will only be paid in the event of an actual closing. If this offer is terminated for any reason, no commissions will be paid to either broker.

14. Any dispute regarding this agreement will be resolved by the Court in the Lawsuit that

appointed the Receiver.

15. Any assessments assessed to the Property that are billed annually will only be paid for current year and Buyer will be responsible for all annual payments after closing date.

16. Taxes will be prorated based on local customs, with Seller being responsible for all taxes incurred up to the date of closing and Buyer being responsible for all taxes incurred after date of closing.

17. Agreement will not bind any successor Receiver.

Receipt of a copy hereof is hereby acknowledged.

BUYER:

____
By: __________________________
Its: __________________________

Dated: _______________________

SELLER:

Charles Bullock, not individually, but solely in his capacity as Court Appointed Receiver of the assets of Brandy Enterprises, LLC and Nino's Fine Dining, LLC in the Bay County Circuit Court Case No. 24-3749-CB

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By: Charles Bullock
As: Court Appointed Receiver

Dated: _________________________