

ADDENDUM FOR PRE-CLOSING ACCESS

(Applies only if Buyer elects to have pre-closing access and delivers the Additional Earnest Money.)

Effective as of the _____ day of _____, 2013, this Addendum is entered into in connection with and as a part of an Agreement to Purchase Real Estate, Exhibit A and Addendum A (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned **BRW Ventures, LLC** ("Seller") approximately _____ (±) acres located in Grant County, Wisconsin (the "Real Estate").

- 1. License Only. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Real Estate by virtue of this Addendum.
2. Authorized Activities. As used herein, the term "Authorized Activities" refers to: (a) hunting of game species by Buyer and Buyer's guests in accordance with the laws, rules and regulations of, and during the season established by, the State of Wisconsin and/or its Department of Natural Resources; and (b) normal fall farming activities such as soil testing, fertilizer application and/or fall tillage.
3. Additional Earnest Money. Notwithstanding any other provision, Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 10% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise delivered pursuant to the Purchase Agreement.
4. Risk of Loss; Indemnification. For purposes of this Addendum, "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Authorized Activities; (b) the entry upon the Real Estate by Buyer and/or any other person entering upon the Real Estate in connection with the Authorized Activities and/or with the express or implied permission of Buyer and/or (c) any breach of or default with respect to any obligation of Buyer under this Addendum.
5. Insurance. Buyer shall not conduct any Authorized Activities unless Buyer has general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Real Estate.
6. Buyer's Failure to Acquire Real Estate. If for any reason Buyer fails to acquire the Real Estate pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Real Estate pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
7. Limitations and Conditions. This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer.
8. Prospective Tenants; Third Parties. Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing.

IN WITNESS WHEREOF, this Addendum is executed effective as of the date first above written.

BUYER(S):

BRW VENTURES, LLC:

By:

Sign: _____

Print: _____

Sign: _____

Print: _____
