

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Seller: _____

ADDENDUM "A"

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

DATE: November 21, 2013
OWNER: BRW Ventures, LLC
SALE MANAGER: RD Schrader

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

- 1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.**
- 2. You may bid on any tract, combination of tracts or the entire property. Bidding will remain open on individual tracts and all combinations until the close of the auction.**
- 3. Bidding will be on a lump sum basis. Minimum bids are at the discretion of the auctioneer.**
- 4. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.**
- 5. The authorized representatives of the Seller are present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection. The Seller is a company with multiple members. An individual member of the company may bid independently on that member's own behalf.**

PART B - TERMS OF SALE OUTLINED:

- 1. A Buyer's Premium equal to 2% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the contract purchase price.**

- 2. 10% of the total purchase price is due as a cash down payment at the close of auction. The down payment may be paid with a personal or corporate check immediately negotiable; provided, however, that Seller is not obligated to accept any personal or corporate check from a bidder who is not pre-registered unless accompanied by either a bank letter of credit or guaranty or a cashier's check for at least \$5,000.00.**
- 3. The closing will be held on or before Friday, December 20, 2013 (or as soon as possible thereafter upon completion of the Final Title Commitment and Seller's closing documents). The closing agent's fee for an administered closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay any closing charges due to Buyer securing a mortgage.**
- 4. Seller will furnish a warranty deed and an owner's title insurance policy at Seller's expense. The title will be conveyed and title insurance will be issued subject to all easements and other matters (except liens) appearing of record and all other "Permitted Exceptions" which are described in Section 6 of the Agreement to Purchase in your Bidder's Packet.**
- 5. Preliminary title insurance schedules have been prepared by Midwest Title Corp. dated October 24, 2013 and are available for your review in the auction display area.**
- 6. A Memorandum of Option that appeared in the preliminary title work as Item 1d of Schedule B, if not already released, is to be released prior to closing.**
- 7. Seller will pay the real estate taxes for 2013 and all prior taxes in accordance with the terms of the Agreement to Purchase. Buyer will assume and pay all subsequent real estate taxes. Buyer will also assume and pay all special assessments, if any, that are last payable without a penalty after the date of closing.**
- 8. Possession shall be delivered at closing. Immediate access is available for hunting privileges and fall tillage work prior to closing. If you wish to obtain access prior to closing, you must deliver an additional 10% down payment (for a total of 20%) and you must agree to and sign an Addendum for Pre-Closing Access. A copy of this Addendum is posted for your review and is included in your Bidder's Packet.**
- 9. Each tract has been surveyed by Austin Engineering. Copies of the surveys have been posted to the auction website prior to the auction and are posted for your further review in the auction display area. The property will be conveyed using the legal descriptions provided in these surveys.**
- 10. The survey costs shall be allocated to each closing on a per-acre basis and shared equally (50:50) between Seller and the respective Buyers. A statement of the "Survey Costs Allocated to Buyers" is posted in the auction display area showing the allocation of these costs on a tract-by-tract basis.**

11. As an update to the auction brochure, a Revised Auction Tract Map is posted and is included in your Bidder's Packet as Exhibit A. As shown in the Revised Auction Tract Map, the acres have been revised, for purposes of the auction, as follows:

Tract 1: 104.39 (±) acres	Tract 6: 12.39 (±) acres	Tract 11: 47.00 (±) acres
Tract 2: 151.77 (±) acres	Tract 7: 127.65 (±) acres	Tract 12: 55.83 (±) acres
Tract 3: 105.07 (±) acres	Tract 8: 179.42 (±) acres	Tract 13: 62.93 (±) acres
Tract 4: 55.55 (±) acres	Tract 9: 2.35 (±) acres	Tract 14: 48.62 (±) acres
Tract 5: 82.28 (±) acres	Tract 10: 3.11 (±) acres	Tract 15: 144.41 (±) acres
Total: 1182.77 (±) acres		

These revised acres are based on the posted surveys prepared by Austin Engineering. With respect to Tracts 13 and 15, the revised acres shown above are based on the gross acres to the centerline of the Grant River. The posted surveys also show the acres to the meander line for Tract 13 (62.02±) and Tract 15 (143.02±). Please bid accordingly.

12. As an update to the auction brochure, the western boundary of Tract 15 has been revised to include the woods and there are other minor changes to the tract boundaries originally depicted in the auction brochure. The revised boundary lines shown in Exhibit A are intended to approximate the boundary lines shown in the posted surveys prepared by Austin Engineering.
13. If Buyer disputes the location of a surveyed boundary or any other boundary, the Auction Company, with the consent of Seller, shall have the right (but is not required) to terminate the purchase contract by giving written notice of termination to Buyer and, in the event of such termination, the earnest money shall be refunded to Buyer and the Buyer shall have no further rights with respect to the property and/or the purchase contract.
14. Boundary lines depicted in Exhibit A and the marketing materials prepared by the Auction Company are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
15. There is a small cemetery located on Tract 1 consisting of approximately 0.01± acres according to the posted survey. The well head on Tract 1 has been capped. Seller reserves the right to remove firewood from the barn on Tract 1 prior to closing.
16. Portions of Tracts 1 and 2 are subject to a Restrictive Covenant for the benefit of the residence located to the northeast of Tract 1 pursuant to which manure may be spread within 1,500 feet of said residence not more than four times per year, but not on a legal holiday or within three days before a legal holiday. More information is available in the auction display area.
17. The auction brochure and other marketing materials included some photos from 2010. Some of the aerial photos do not show the new hog building adjoining Tract 2.

18. Auction Tract 3 has easement access to Pigeon Lane as shown in Exhibit A and the survey. A request is pending with the Town of South Lancaster to extend Sand Lane to the northeast corner of Tract 3. After the auction, Attorney John McNamara will represent the Seller in connection with notices, proceedings and any future hearings pertaining to the request. If not completed prior to closing, the estimated legal costs to complete these proceedings shall be paid from existing escrowed funds (and additional escrowed funds, if necessary, from Seller's proceeds at closing).
19. With respect to Tract 4, the easement depicted in the auction tract map is intended to refer to a private ingress-egress easement shown as a driveway centerline in the posted survey and a "public roadway easement" shown in the posted survey between the private easement and Slabtown Road. The private easement is subject to the terms and conditions set forth in an Easement for Ingress and Egress recorded on April 10, 2009 providing for, among other things, the termination of the easement once access to Slabtown Road is confirmed across the northeast part of Tract 4. A copy of this easement document is posted for your review in the auction display area.
20. As an update to the description in the auction brochure, Tract 7 has approximately 20 acres of pasture and 49 acres tillable.
21. If Tracts 7 and 10 are purchased by different Buyers, Tract 10 will be conveyed subject to (and Tract 7 will be conveyed together with) an ingress/egress easement, for agricultural purposes only, to use the existing drive between the buildings on Tract 10, as shown in Exhibit A.
22. Water and power lines from Tract 10 may extend onto Tract 7 and/or Tract 9. The Buyer(s) of Tract 7 and Tract 9, if sold separately from Tract 10, shall be responsible for obtaining their own separate water supply and electric service and they agree to sever any water or power supply from Tract 10 within 30 days after closing.
23. The home located on Tract 10 has been uninhabited for several years. The home is being sold strictly on an "AS IS" basis, with no warranty as to its habitability or condition -- structurally, mechanically or otherwise. The lead-based paint disclosure form is posted and the Buyer of Tract 10 will sign this form at the end of the auction.
24. Tracts 14 and 15 are subject to CRP agreements through September 30, 2016, as follows:

Tract:	Est. CRP Acres:	Approx. Annual Pmt:
14	21.5	\$3,395
15	45.5	\$4,681

Copies of the CRP agreements are posted in the auction display area. All payments becoming due after closing shall go to the respective Buyer(s) of these

tracts and Buyer(s) shall assume all obligations of the property owner under the CRP agreements and shall timely sign all documents required by the USDA in connection with such agreements and/or the Buyer's assumption thereof. As an update to the brochure, the CRP agreement for Tract 11 expired on September 30, 2013 and the Buyer will not receive any payment based on that contract. Also, a portion of the CRP land in Tract 14 is paid at \$158.16 per acre, as advertised, but a portion is paid at \$96.10 per acre.

25. Real Estate Condition Reports for each tract are available for your review in the auction display area. Each Buyer agrees to sign, at the end of the auction, an acknowledgment of receipt of the report(s) pertaining to the tract(s) purchased by the Buyer.
26. All tracts are subject to county and township zoning and planning ordinances.
27. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing, Seller and Auction Company and their respective agents and representatives make no warranty with respect to: any specific zoning classifications or that the property qualifies for any specific use or purpose; availability or location of utilities; availability of building, driveway, water or septic permits; or any information or materials prepared or provided by any third party regarding the auction property.
28. Deeds shall be recorded in the order designated by the Seller.
29. At the close of the auction, each Buyer will be required to execute a purchase contract in the form of the Agreement to Purchase Real Estate, Exhibit A and Addendum A provided in each Bidder's Packet. The terms of these documents are non-negotiable. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction.
30. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller.
31. Time is of the essence. All terms and conditions of the Agreement to Purchase Real Estate and Addendum A shall survive the closing. If any provision of this Addendum A is inconsistent with a provision of the Agreement to Purchase Real Estate, the provision of this Addendum A shall control.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

**ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.**