



LAND PURCHASE CONTRACT

Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract.

If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties

Buyer Colony Honey, LLC c/o Jeffrey Macel, Manager
 Name(s) 40 Tower Lane - Suite 201 Avon CT 06001
 Address
 Seller James E. Bobinski Maura Steele Bobinski
 Name(s) 80 Meenahga Drive Torrington CT 06790
 Address

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as West Hill Rd. & Greystone Dr., located in the Town of Torrington
 (Parcel No.(s), Lot No.(s), Street Address, or other description)
 Connecticut, consisting of approximately 41.35 acres of land ("Property").

3 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

3. Price. The total purchase price is \$ [REDACTED]
 (a) Buyer has made the following deposit with this Contract, to be applied to the total purchase price, subject to collection: REFER TO ITEM #4 ON THE ATTACHEMENT "APPENDIX"
 (b) Buyer will make the following additional deposit by cashier's or certified check on or before calendar days after the date that this Land Purchase Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection:
 (c) Seller will take back a purchase money note and mortgage as described in the attached rider:
 (d) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately:
 (e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in Section 4:
 (f) Buyer will pay the following balance at the closing by cashier's or certified check:
 (g) TOTAL BUYER (G) CAN PROVIDE VALID "PROOF OF FUNDS" \$
 (Note: If the total shown in 3(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.)

THE FOLLOWING MORTGAGE CONTINGENCY IS NOT APPLICABLE UNLESS FILLED IN

4. Mortgage Contingency. Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan "Mortgage" from a bank or other institutional lender on or before ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, no later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer. Buyer will pay all application fees, points (not to exceed), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

(a) Amount \$ (b) Maximum initial interest rate: % per annum
 (c) Minimum term: years (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE
☐ Conventional Fixed Rate ☐ Conventional Variable Rate
☐ Other:

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

☐ Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.
☐ Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If the Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

Buyer Initial JCM Date 12/17/2022 Seller Initial J.S.B. M.B. Date 12/27/22

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 4, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and the obligations of the parties under this Contract shall end.

5. **Deposit and Escrow of Deposits.** The deposit(s) payable under this Contract shall be made at the stated time(s) and shall be made by check (cashier's or certified check in the case of the additional deposit) payable to the listing Broker. Time is of the essence with respect to payment of such deposit(s), and if any deposit payable under this Contract is not so paid by Buyer at the stated time, and if such failure shall continue for a period of three (3) calendar days thereafter, then until such time as Buyer makes such deposit(s) Seller shall have the right to (a) declare Buyer to be in default and (b) terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by listing Broker in accordance with Connecticut law until: CHECK ONE.

- ☐ The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 4, or by (b) the eighth (8th) day following the Mortgage Contingency Date.
- ☐ transfer of title

In case of a dispute, listing Broker shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If listing Broker initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by listing Broker (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

REFER TO ITEM # 5 ON
THE ATTACHED "ADDENDUM"
Date

6. **Closing.** The closing will take place on THE ATTACHED "ADDENDUM" or sooner as mutually agreed by the parties.

The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

7. **Condition of Property; Possession and Occupancy; Risk of Loss.** At the time of closing, Seller shall deliver the Property to Buyer in the condition it was in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing.

8. **Other Conditions.**
As detailed on the attached "Addendum".

9. **Title.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price (**NOT APPLICABLE UNLESS FILLED IN**): (sewer and water liens will not be assumed by buyer unless specifically stated below)

10. **Adjustments.** Adjustments for taxes, association fees, rents, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

Buyer Initial JGM Date 12/17/2022 Seller Initial JGB ZSB Date 12/27/22
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11. **Default; Liquidated Damages; Remedies.** If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract. If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

12. **Complete Agreement.** This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property.

13. **Non-assignability.** Buyer shall not assign its rights under this Contract without the written consent of the Seller.

14. **Survival.** This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

15. **Inspections/Tests.** Buyer acknowledges that Buyer has had the opportunity to make a full and complete inspection of the Property, to the extent desired by Buyer. If Buyer has elected to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property that would have been disclosed by a full and complete inspection. Buyer must give Seller written notice of any inspection that does not meet the standards set forth below together with a copy of the inspection report, on or before _____ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 15 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections. "ATTENTION" DETAILS ITEMS DURING THE INSPECTION.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth below, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory agreement regarding these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 3 days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 15 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 15, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 15.

[Applicable Only If Checked]

☐ A PERCOLATION AND PIT TEST performed by an engineer licensed by the State of Connecticut indicating that a septic system may be constructed to support a house containing _____ bedrooms.

☐ A WATER TEST indicating that there is potable water available at the Property.

☒ A determination that the Property is in compliance with local planning, zoning and wetlands regulations.

☒ OTHER

As detailed on the attached "Addendum".

16. **Building Permit.** [Applicable Only If Checked]

☐ This Contract is contingent upon Buyer obtaining a building permit to construct a residence containing approximately _____ square feet and/or _____ bedrooms. If Buyer cannot obtain such building permit by _____ ("Building Permit Contingency Date"), then Buyer may terminate this Contract by providing Seller and Broker, not later than the Building Permit Contingency Date, with written notice of Buyer's inability to obtain such permit. If Buyer so terminates this Contract, then all deposits will be returned to Buyer, and the obligations of the parties under this Contract shall end. If Buyer does not elect to so terminate, then this Contract will remain in full force and effect.

17. **Riders.** The riders which are checked below and which are attached to the Contract are made part of this Contract.
APPLICABLE ONLY IF CHECKED

☐ Attorney Approval ☐ Common Interest Community Rider ☐ Purchase Money Note and Mortgage
☐ Perc/Pit Test ☐ Sale of Buyer's Residence Contingency (AKA Hubbard) ☐ Sale of Buyer's Residence Contingency (Under Contract)
☐ As Is ☐ Appraisal ☐ Short Sale ☐ Septic/Well ☐ TRID Rider ☐ Other _____

Buyer Initial JCM Date 12/17/2022

Seller Initial JGB RSB Date 12/27/22

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(GHAR Form #Q-3)

18. Notices to Buyer. (a) Lists of Hazardous Waste Sites. Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) Lists of Properties where Shooting Sports Conducted. Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) Information Concerning Environmental Matters. Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) Educational Material Concerning Well Water Testing. If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

19. Broker(s). Buyer and Seller recognize Cohen Agency, Inc. - John F. Cavaciuti (firm name) and William Hunter, Broker - James E. Bobinski (firm name) as the sole broker(s) in this transaction.

20. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

☐ Fax: Fax number is: _____

☐ Email: Email address is: _____

Seller elects to use:

☐ Fax: Fax number is: _____

☒ Email: Email address is: [REDACTED]

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

BUYER

Jeffrey Macel
JEFFREY MACEL, MANAGER

COLONY HONEY, LLC

Date: 12/17/2022

SELLER

James E. Bobinski
JAMES E. BOBINSKI *Maura Steele Bobinski*

MAURA STEELE BOBINSKI

Date: 12/27/22



**ADDENDUM
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®**



This Addendum is with respect to the Real Estate Purchase Contract (the "Contract") dated
between Colony Honey, LLC c/o Jeffrey Macel, Manager (Buyer(s)) and James E. Bobinski & Maura Steele Bobinski
(Seller(s)) concerning the Property located at West Hill Rd. & Greystone Dr. Torrington CT 06790 ;

The following are "Basic Conditions" Subject to a Mutual Agreement between both the Buyer(s) and the Seller(s) in order to Draft a more Formal Purchase and Sale Real Estate Contract.

1.) Due Diligence: From the Signing of a Formal Contract of Sale, Buyer shall be given an Initial Term of Ninety (90) Days to conduct Satisfactory Investigative Tests and Studies of the Subject Property. Due Diligence costs shall be solely at the expense of the Buyer(s). Subject to Seller(s) consent, Buyer(s) may be granted no more than Two (2) 6-Month Due Diligence Extension Periods, and providing Non-Refundable Funds to the Seller(s) for each Extended Period. Buyer(s) must provide Seller(s) with "Written Valid Reasons" for requesting the Extension Periods.

This is to include, but is not limited to: Review of Zoning Regulations, Confirmation of Wetlands, Slope Analysis, Review of Survey and Subdivision Maps on File in the Torrington Land Records, any and all Deep Hole Tests and Percolation Rates on Record at the Torrington Area Health District, Review of any and all Public and Private Recorded Easements and Rights of Way, conduct an Environmental Phase I Assessment.

2.) Within Seven (7) Days of Full Execution of the Formal Contract of Sale, Seller(s) shall provide Buyer(s) with all Due Diligence material in Seller(s) possession, including, but not limited to, all Plans, Plats, Drawings, Surveys, Violations, Permits, etc.

3.) Right to Access: During the Initial Due Diligence Term (or any agreed Extended Term), the Buyer(s) shall have the right to enter upon the Subject Property to conduct tests and studies, at Buyer(s) sole expense, to determine the suitability of the Property for the construction and operation for Buyer(s) intended use. All Tests and Studies shall be conducted by Licensed and Insured Contractors/Professionals in their field, with Notice to the Seller(s) of Times and Dates of access to the Property. Buyer(s) shall fully and properly restore any and all disturbed areas as a result of any tests conducted under this provision. Additionally, Buyer(s) are obligated to provide to the Seller(s), Valid "Certificates of Insurance" from all Licensed Professionals & Contractors retained by the Buyer(s), indicating Sufficient Coverage for General Liability and Workers Compensation. All "Certificates of Insurance" shall name the Seller(s) as an "Additional Insured" Party.

4.) Schedule of Deposit Funds:

- a.) \$ Upon the Signing of the Formal Contract of Sale to be held in Escrow by Seller(s) Real Estate Broker.
- b.) \$ Upon Seller(s) agreeing to Extend the Due Diligence for the First 6-Month Period. At this point both Deposits in the amount of \$ goes to the Seller(s) as Non-Refundable, and applied to the Purchase Price.
- c.) \$ Upon the Seller(s) agreeing to Extend the Due Diligence for the Second 6-Month Period. This goes directly to the Seller(s) as Non-Refundable, and to be applied to the Purchase Price.
- d.) If a Closing doesn't occur, then all Deposit Funds are to be retained by the Seller(s).

5.) Closing Date: No Later than Sixty (60) Days from Buyer(s) Written Notice to Seller(s) that all of Buyer(s) Conditions per the Formal Purchase and Sale Real Estate Contract have been satisfied to acquire the Subject Property.

6.) Note: Seller, James E. Bobinski is a Connecticut Licensed Real Estate Salesperson.

BUYER

Authenticate

Jeffrey Macel

12/17/22

JEFFREY MACEL, MANAGER

COLONY HONEY, LLC

Date: 12/17/22

SELLER

James E. Bobinski

JAMES E. BOBINSKI

MAURA STEELE BOBINSKI

Date: 12/27/22

FIRST AMENDMENT TO LAND PURCHASE CONTRACT

This First Amendment to Land Purchase Contract (this "First Amendment") is made and entered into as of this 25TH day of January, 2024 (the "Effective Date") by and between Colony Honey LLC, a Connecticut limited liability company (the "Buyer"), and James E. Bobinski and Maura Steele Bobinski, of Torrington, Connecticut (the "Seller") each a "Party" and together, the "Parties").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Land Purchase Contract dated December 27, 2022 (the "Agreement").

WHEREAS, Buyer has extended the Due Diligence Period (as defined in the Agreement) in accordance with the addendum to the Agreement by sending written notices to Seller dated March 20, 2023 and August 28, 2023.

WHEREAS, the Parties agree to further amend the Agreement as detailed below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereto agree as follows:

1. The Recitals hereinbefore appearing are incorporated herein as a material part of this First Amendment.
2. The Due Diligence Period be extended for an additional nine (9) months from March 27, 2024 to December 27, 2024. A payment of \$[REDACTED] which will be attributable to the purchase price. Buyer will send Seller notice of the election of the extension by email and USPS together with the payment within seven (7) days of the expiration of the Due Diligence Period.
3. The Due Diligence Period be extended for an additional four (4) months from December 27, 2024 to April 27, 2025. A payment \$[REDACTED] which will be attributable to the purchase price. Buyer will send Seller notice of the election of the extension by email and USPS together with the payment within seven (7) days of the expiration of the Due Diligence Period.
4. During the Due Diligence Period Buyer will provide Seller with periodic progress reports and final engineering submittals (including any state, municipal or utility approvals).
5. The Purchase Price is changed from \$[REDACTED] to \$[REDACTED] and the Property is changed to approximately 24 acres shown on the concept plan attached as Exhibit A.
6. The Closing Date will be no earlier than November 1, 2024 and no later than May 31, 2025.
7. Seller will maintain ownership of the approximately seventeen (17) acres to the west of the gas easement as shown on Exhibit A.

8. As part of the Closing Buyer and Seller will work together to prepare and record an agreement regarding the shared access driveway. Buyer shall have permanent access to the shared ingress/egress portion of the driveway. Exhibit A shows the approximate location of the shared access driveway.
9. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms as specified in the Agreement.
10. The balance of the terms, obligations, and provisions of the Agreement shall remain in full force and effect.

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☐

IN WITNESS WHEREOF, Buyer and Seller, acting through their duly authorized representatives, have executed this First Amendment on the date and year first written above with the intent that it be effective as of the Effective Date, and certify that they have read, understand, and agree to the terms and conditions of this First Amendment.

BUYER:

COLONY HONEY LLC

By: US Agriculture LLC, Its Manager

By: _____

Name: Jeffrey J. Maciel

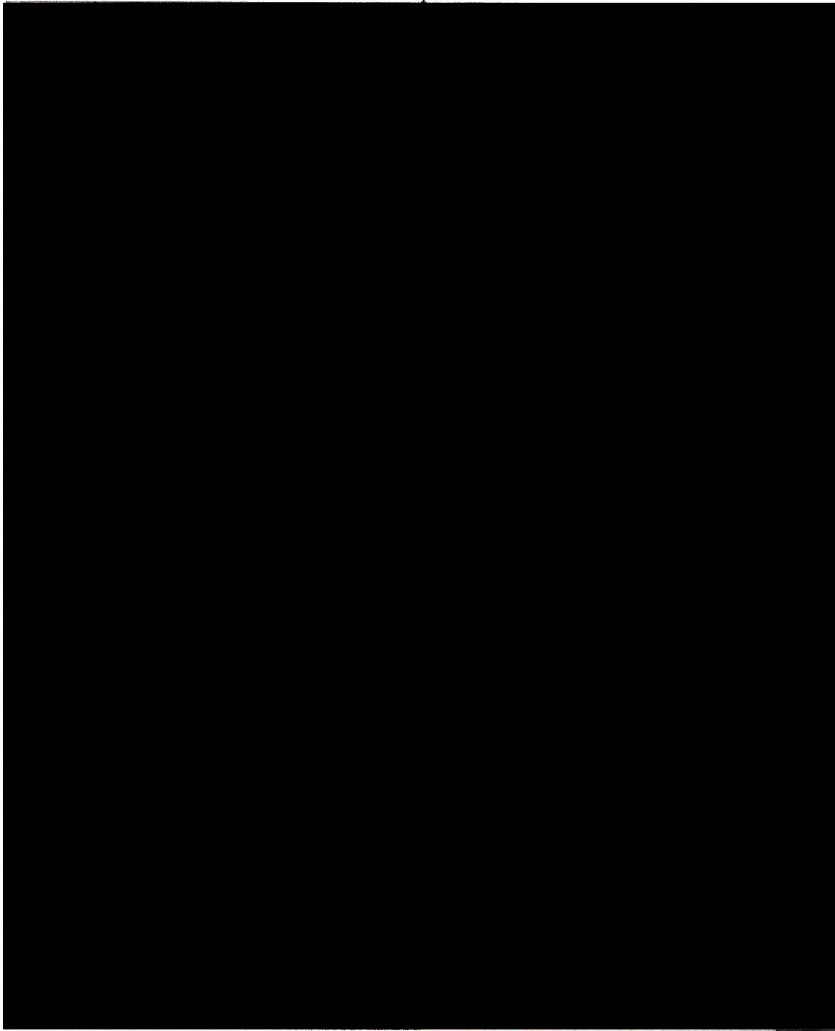
Title: Manager

SELLER:

James E. Bobinski

Maura Steele Bobinski

Exhibit A
Concept Plan



SECOND AMENDMENT TO LAND PURCHASE CONTRACT

This Second Amendment to Land Purchase Contract (this “Second Amendment”) is made and entered into as of this 17th day of March, 2025 (the “Effective Date”) by and between **Colony Honey LLC**, a Connecticut limited liability company (the “Buyer”), and **James E. Bobinski and Maura Steele Bobinski**, of Torrington, Connecticut (the “Seller”) each a “Party” and together, the “Parties”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Land Purchase Contract dated December 27, 2022 (the “Agreement”).

WHEREAS, Buyer has extended the Due Diligence Period (as defined in the Agreement) in accordance with the addendum to the Agreement by sending written notices to Seller dated March 20, 2023 and August 28, 2023.

WHEREAS, Buyer and Seller are parties to that certain First Amendment to Land Purchase Contract dated February 25, 2024 (the “First Amendment”). The Agreement, First Amendment and this Second Amendment may be collectively referred to as the “Agreement”.

WHEREAS, Buyer has further extended the Due Diligence Period (as defined in the Agreement) in accordance with the First Amendment by sending written notices to Seller dated March 3, 2024 and December 16, 2024.

WHEREAS, the Parties agree to further amend the Agreement as detailed below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereto agree as follows:

1. The Recitals hereinbefore appearing are incorporated herein as a material part of this Second Amendment.
2. The Due Diligence Period shall be extended until forty-five (45) days after the later of: (i) the Connecticut Siting Council Approval, or (ii) the reversion of the subdivided lots to a single lot by the Torrington tax assessor. A payment of [REDACTED], which will be attributable to the purchase price, will be paid to Seller within five (5) days of execution of this Second Amendment.
3. During the Due Diligence Period, Buyer will provide Seller with periodic progress reports and final engineering submittals (including any state, municipal or utility approvals).
4. The Purchase Price is changed from \$[REDACTED] to \$[REDACTED] and the Property is changed to the approximate 41.35 acres conveyed from James E. Bobinski to James E. Bobinski

and Maura Steele Bobinski by a Quit-Claim Deed recorded in Book 1190 Page 1041 of the Torrington Land Records.

5. The Closing Date will occur within thirty (30) days of the expiration of the Due Diligence Period.
6. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms as specified in the Agreement.
7. The balance of the terms, obligations, and provisions of the Agreement shall remain in full force and effect.

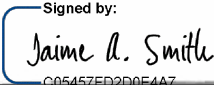
[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller, acting through their duly authorized representatives, have executed this Second Amendment on the date and year first written above with the intent that it be effective as of the Effective Date, and certify that they have read, understand, and agree to the terms and conditions of this Second Amendment.

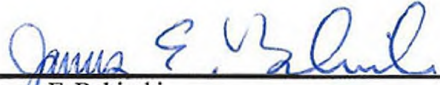

BUYER:

COLONY HONEY LLC

By: US Agriculture LLC, Its Manager

Signed by:

By: C05457ED2D0E4A7
Name: Jaime A. Smith
Title: Manager

SELLER:


James E. Bobinski

Maura Steele Bobinski

[Signature Page of Second Amendment to Land Purchase Contract]