

**SECOND AMENDMENT TO CONTRACT TO BUY AND SELL REAL ESTATE
(Vacant Land)**

THIS SECOND AMENDMENT (“Amendment”) is made effective as of January 19, 2023 (“Effective Date”) between **FREMONT COUNTY, COLORADO**, a political subdivision of the State of Colorado (“Seller”), and **GREENER PASTURES MEAT AND PROCESSING, LLC**, a Colorado limited liability company (“Buyer”) (collectively the “Parties”).

Seller and Buyer entered into that certain Contract to Buy and Sell Real Estate related to the purchase and sale of three vacant lots (the “Property”) on July 5, 2022, as amended by the First Amendment dated as of November 8, 2022 (together, the “Contract”), and the Parties now desire to amend the Contract as specifically set forth below.

Agreement

In consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Recitals and Definitions. The foregoing recital is incorporated in its entirety into this Amendment. Capitalized terms which are used herein but which are not otherwise defined in this Amendment shall have the meanings ascribed to them in the Contract.

2. Extension of Deadline to Submit Development Applications. Section 12.4 of the Contract states Buyer is to submit applications for SRUs and a zone change on the Property, as more specifically described in Sections 12.1 and 12.2 of the Contract, within 150 days from the date of the Contract, which is July 5, 2022 (“Submittal Deadline”). The First Amendment approved an extension of time to submit the applications to January 31, 2023. Despite the best efforts of its consulting engineers, Buyer has only recently resolved a wastewater line extension issue with the Fremont Sanitation District and is still waiting to receive an access permit for the Property from the Colorado Department of Transportation. Buyer and Seller hereby agree to an additional extension of time up to and including March 31, 2023 for Buyer to submit the development applications to Fremont County.

3. Ratification. Except as modified herein, the Contract is ratified and confirmed in all respects, and shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, and such counterparts shall constitute one and the same document. Electronically transmitted signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

BUYER:

GREENER PASTURES MEAT AND PROCESSING, LLC
a Colorado limited liability company

By: 
Blake DeHuff, CEO

SELLER:

FREMONT COUNTY, COLORADO

By: _____

Print Name: _____

Title: _____

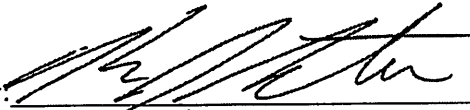
BUYER:

GREENER PASTURES MEAT AND PROCESSING, LLC
a Colorado limited liability company

By: _____
Blake DeHuff, CEO

SELLER:

FREMONT COUNTY, COLORADO

By:  _____
Print Name: Kevin J. Grantham
Title: Chairman of BOCC