

DRAFT 11

AMENDMENT AND MODIFICATION TO
CRB HOLDING, INC. - BUY-SELL AGREEMENT
DATED NOVEMBER 14, 2007

This Amendment to the above mentioned Buy-Sell Agreement is entered into the ___ day of December, 2009, by and between CRB Holding, Inc., a New York Corporation and Robert W. Burns and Jason R. Burns (individually and as Shareholders).

WHEREAS, the parties hereto entered into a Buy-Sell Agreement dated November 14, 2007, and

WHEREAS, the parties agree to modify and amend said shareholder agreement pursuant to 5.07 of said agreement.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter stated, the parties agree to amend and modify the aforementioned Buy-Sell Agreement in the manner following:

FIRST: A new and additional Article at the end of Article IV is hereby added:

L In consideration of Robert W. Burns, permitting reduction of the criminal charges initiated by him, as complaining witness against Jason R. Burns in the Wheatfield Town Court (P.L. 240.26-1) on October 14, 2009, Jason R. Burns agrees that anytime in the future should he assault, strike, harass, menace, intimidate or threaten Robert W. Burns as evidenced and attested to by Robert W. Burns' Affidavit of such occurrence giving the time, date and place of such an act shall be deemed sufficient to automatically actuate the following:

(A) Article III of said Agreement as to the rights of Jason R. Burns will be cancelled and annulled, and

12

(B) Jason R. Burns agrees to forfeit his stock and convey any and all shares of such stock he owns in CRB Holding, Inc., or to Robert W. Burns as he may choose, without payment or remuneration of any kind.

(C) To resign in writing any office or position he may hold in the corporation including Director or Officer as the case may be.

(D) Cancel and annul any other rights he may have under any other Article of said Buy Sell Agreement.

(E) Release and discharge Robert W. Burns and the corporation from any alleged claims, liability or cause of action he may have against Robert W. Burns or the Corporation.

(F) Agrees to turn over all corporate documents in his possession or any articles of personal property belonging to the corporation.

(G) Nothing herein contained shall be deemed to limit Robert W. Burns from bringing any action against Jason R. Burns in connection with his employment or officer of the Corporation, in law or equity because of any acts of Jason R. Burns including the acts enumerated above causing his forfeiture.

IN WITNESS WHEREOF, the parties have executed this Amending Agreement on the date first written above.

Robert W. Burns

Jason R. Burns

CRB HOLDINGS, INC.