

Crimson Wine Group, Ltd  
Form 8-K  
March 28, 2014

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported) March 25, 2014

CRIMSON WINE GROUP, LTD.

(Exact Name of Registrant as Specified in Charter)

Delaware	000-54866	13-3607383
(State or Other	(Commission File	(IRS
Jurisdiction	Number)	Employer
of		Identification
Incorporation)		No.)
	5901 Silverado Trail, 94558	
	Napa, California	
	(Address of Principal (Zip Code)	
	Executive Offices)	
	(800) 486-0503	
	(Registrant's telephone number,	
	including area code)	

Edgar Filing: Crimson Wine Group, Ltd - Form 8-K

(Former Name or Former  
Address, if Changed Since Last  
Report)

Check the appropriate box below  
if the Form 8-K filing is intended  
to simultaneously satisfy the filing  
obligation of the registrant under  
any of the following provisions:

Written communications pursuant  
to Rule 425 under the Securities  
Act (17 CFR 230.425)

Soliciting material pursuant to  
Rule 14a-12 under the Exchange  
Act (17 CFR 240.14a-12)

Pre-commencement  
communications pursuant to Rule  
14d-2(b) under the Exchange Act  
(17 CFR 240.14d-2(b))

Pre-commencement  
communications pursuant to Rule  
13e-4(c) under the Exchange Act  
(17 CFR 240.13e-4(c))

ITEM 1.01 Entry into a Material Definitive Agreement.

On March 25, 2014, Double Canyon Vineyards, LLC (“Seller”), a Delaware limited liability Company and wholly-owned subsidiary of Crimson Wine Group, Ltd., a Delaware corporation, agreed to sell land via entry into an Agreement to Purchase Land (the “Agreement”) with Winemakers, L.L.C., a Washington limited liability company (“Purchaser”). Pursuant to the Agreement, the Seller agrees to sell, and the Purchaser agrees to purchase, approximately 306.75 acres of agricultural land located in Klickitat County, Washington for a price of Four Million Two Hundred Five Thousand and No/100 Dollars (\$4,205,000.00) payable in cash.

Consummation of the transaction is subject to certain customary conditions, including (a) receipt of a survey of the property showing, subject to certain limited exceptions, no encroachments on the property, and (b) receipt of a title report evidence no exceptions to title other than certain permitted exceptions. Pursuant to the Agreement, Seller agrees to indemnify Purchaser as a result of any violations of environmental laws or contamination of the property that existed on or arose prior to the closing date of the transaction.

The foregoing description of the Agreement is not complete and is qualified in its entirety by the full Agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by this reference.

ITEM 9.01 Financial Statements and Exhibits.

Exhibit No. Description

10.1 Agreement to Purchase Land, dated March 25, 2014, by and between

Double Canyon Vineyards, LLC, and Winemakers, L.L.C.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 28, 2014

CRIMSON WINE GROUP, LTD.

By: /s/ Patrick M. DeLong

Name: Patrick M. DeLong

Title: Chief Financial & Operating Officer

EXHIBIT INDEX

Exhibit No. Description

10.1 Agreement to Purchase Land, dated March 25, 2014, by and between  
Double Canyon Vineyards, LLC, and Winemakers, L.L.C.

---