

FARMING LEASE EXTENSION AGREEMENT

Date: Effective as of January 1, 2013

Landlord: County of Williamson, a political subdivision of the State of Texas

Landlord's Mailing Address:

County of Williamson
c/o: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

Tenant: Dennis Johnson/Jerry W. Roznovak

Tenant's Mailing Address:

Dennis Johnson/Jerry W. Roznovak
3051 CR 101
Hutto, Texas 78634

Farming Lease Subject of this Extension Agreement:

Farming Lease dated January 19, 2010 by and between the County of Williamson, as Landlord, and Dennis Johnson and Jerry W. Roznovak, as Tenant, (hereinafter referred to as the "Farming Lease"), wherein Landlord agreed to lease the property described in said Farming Lease to Tenant for the purposes described therein.

Premises Subject of this Extension Agreement:

SURFACE ONLY OF:

Johnson/Roznovak Tract:

Approximately 176.0 acres of land out of the certain 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas; and

Approximately 58.0 acres of land out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas.

SAVE AND EXCEPT a total of 42 acres out of the above referenced tracts of land, which have been taken out of the entire acreage that was included in the original Farming Lease.

Current Premises:

Tenant hereby acknowledges and agrees that the total amount of acreage described and included in the original Farming Lease has been decreased throughout the term of the Farming Lease. As of the date of this Farm Lease Extension Agreement, the Johnson/Roznovak Tract now consists of 192 acres of land, and such acreage shall be referred to herein as the "Johnson/Roznovak Tract". The said Johnson/Roznovak Tract is further described and depicted in the attached sketch labeled Exhibit "A", which is incorporated herein for all purposes.

In the event that Tenant can prove the total farmable acreage is less than 192 acres, Tenant shall provide such evidence to Landlord's satisfaction. In that event that Landlord is satisfied with Tenant's proof relating to the amount of farmable acreage, Tenant shall only be obligated to pay Landlord for the actual total farmable acres.

Agreement to Extend Farming Lease:

Pursuant to the terms of the Farming Lease, the Landlord and Tenant hereby agree to extend the Farming Lease for **one final extension term of twelve (12) months beginning as of January 1, 2013 and ending as of December 31, 2013**. All terms and conditions of the Farming Lease shall remain in full force and effect during this extended term. During this extended term, the Base Rent for the Johnson/Roznovak Tract shall remain \$75.00 per acre.

Last Extension Term:

Tenant hereby acknowledges and agrees that this is the last extension of the Farming Lease and that Landlord must offer the Premises for lease pursuant to a competitive bid process or other legal means in the event the Landlord chooses to lease the Premises following the termination of this Farming Lease Extension Agreement.

Landlord shall not be obligated for any costs associated with Tenant's preparation of the Premises for future farming operations and planting seasons beyond December 31, 2013. Tenant is advised by Landlord to not apply any fertilizer or otherwise prepare the Premises for future farming operations since Landlord may either choose to not lease the Premises for farming purposes or award a farming lease to a successful bidder other than Tenant following the termination of this Farming Lease Extension Agreement, which is December 31, 2013.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

LANDLORD:

COUNTY OF WILLIAMSON

By: _____

Printed Name: _____

Representative Capacity: Williamson County Judge

TENANT:

By: *Dennis Johnson* *EXP.*
Dennis Johnson

By: *Jerry W. Roznovak*
Jerry W. Roznovak

EXHIBIT "A"

JOHNSON/ROZNOVAK TRACT

