

## **FIRST AMENDMENT TO FARM LEASE**

THIS FIRST AMENDMENT TO FARM LEASE (this "**Amendment**") is entered into effective as of March 30, 2010, between Williamson County, Texas ("**Lessor**"), and Clifton F. Kotrla ("**Lessee**") is entered into effective as of March 30, 2010.

### **RECITALS:**

**A.** Lessor and Lessee entered into a certain Farm Lease (the "**Lease Agreement**") dated August 26, 2008 (the Lease Agreement and this Amendment are hereinafter collectively referred to as the "**Lease**") for premises identified in the Lease Agreement as being approximately 245 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "**Premises**");

**B.** Due to factors beyond the control of the Lessor, the amount of acreage that can be utilized for the purposes contemplated in the Lease Agreement must be decreased for the Second Lease Period (being defined in the Lease Agreement as the period from October 1, 2009 to September 30, 2010);

**C.** Lessor and Lessee now desire to amend the Lease subject to the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease, the parties hereto agree, and the Lease is amended as follows:

### **AGREEMENTS:**

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.

2. **Decrease of Premises During Second Lease Period.** For the Second Lease Period, Lessor and Lessee agree to decrease the amount of acreage of the Premises from the original 245 acres, more or less, to the lesser amount of 227 acres, more or less.

3. **Rent for Second Lease Period.** Due to the above described decrease in the size of the Premises, Lessor hereby agrees to decrease the Rent amount due for the Second Lease Period from the original amount of FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00) to the decreased amount of THIRTEEN THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$13,620.00).

4. **Rental Payments for Second Lease Period.** For the Second Lease Period, the rent shall be paid in two (2) separate installments, with the first installment of SIX THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$6,810.00) being due on or before May 31, 2010 and the second installment of SIX THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$6,810.00), plus the applicable crop share and the share of government subsidies described in the Lease Agreement being due on or before December 31, 2010.

5. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Lease; and the Lease and this Amendment are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect.** Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease, as modified herein, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease.

7. **Extent of Amendment.** This Amendment shall only apply to the Second Lease Period. Following the Second Lease Period, the Premises and the Rental for the premises shall return to the original amounts sets forth in the Lease Agreement. All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

[Signatures follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of March 30, 2010.

**Lessor:**

Williamson County, Texas

By:   
Dan A. Gattis,  
Williamson County Judge

**Lessee:**

By: \_\_\_\_\_  
Clifton F. Kotrla