

## **AGREEMENT TO EXTEND FARM LEASE**

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Clifton F. Kotrla ("Lessee") to be effective as of the last party's execution hereof.

### **RECITALS:**

**Whereas**, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") dated August 26, 2008 for premises identified in the Lease Agreement as being approximately 227 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");

**Whereas**, due to factors beyond the control of the Lessor, the amount of acreage of the Premises and the annual Rent was thereafter decreased for the Second Lease Period (being defined in the Lease Agreement as the period from October 1, 2009 to September 30, 2010), as set forth in a First Amendment to Farm Lease executed by the parties in 2010;

**Whereas**, the Lease Agreement will terminate on September 30, 2011 unless the Williamson County Commissioners Court approves Lessee's request to extend the Lease Agreement per the terms set forth therein;

**Whereas**, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

**Whereas**, the Lessee has requested the Lease Agreement to be extended for an extended term of twelve (12) months beginning on October 1, 2011 and ending on September 30, 2012; and

**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 Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

### **AGREEMENTS:**

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.
2. **Extension.** Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12)

months beginning as of October 1, 2011 and ending as of September 30, 2012 (the "Extension Period").

3. **Rent During Extension Period.** Lessee shall pay Lessor Rent in the amount of THIRTEEN THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$13,620.00) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period 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, 2012 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 September 30, 2012.

5. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement 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 Agreement, as amended, 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 Agreement; 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 Agreement.

7. **Extent of Amendment.** 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.

**Lessor:**

Williamson County, Texas

By: 

Dan A. Gattis,  
Williamson County Judge

Date: 08 - 31, 2011

**Lessee:**

By: 

Clifton F. Kotrla

Date: 8 - 11 - 11, 2011