

FIRST AMENDMENT TO FARM LEASE

THIS FIRST AMENDMENT TO FARM LEASE (this "Amendment") is entered into between Williamson County, Texas ("Lessor"), and Christy Noren ("Lessee").

RECITALS:

A. Lessor and Lessee entered into a certain Farm Lease (the "Lease") for premises identified in the Lease as being the SURFACE ONLY, excluding the minerals, of approximately 142.3 acres, more or less, of land situated in Williamson County, Texas, as more fully described in Exhibits "A", "A-1" and "A-2" of the Lease (the "Premises");

B. The amount of acreage has been decreased and it is necessary to set forth both the remaining amount of acreage that now comprises the Premises and the amount of rent to be paid during the remainder of the Lease Term; and

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.
2. **Decrease of Premises.** Beginning with the Third Lease Period, which is defined in the Lease as being the period from October 1, 2015 to September 30, 2016, Lessor and Lessee agree to decrease the amount of acreage of the Premises from the original 142.3 acres, more or less, to the lesser amount of 115 acres, more or less. The Premises shall now be as described and consist of the acreage set forth in Exhibits "A" and "A-1", which are attached hereto and incorporated herein for all purposes.
3. **Rent for Remainder of Lease Term.** Due to the above described decrease in the size of the Premises, Lessor hereby agrees to decrease the Rent amount due for the remaining Lease Periods from the prior amount of \$10,672.50 (142.3 acres at \$75.00 per acre for each twelve (12) month lease period) to the decreased amount of \$8,625.00 (115 acres at \$75.00 per acre for each twelve (12) month lease period).
4. **Amount of Lease Period Rental Payments for Remainder of Lease Term.** The payment of the total rental amount for each of the remaining lease periods shall continue to be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before September 30th. Thus, the new rental installment payment amounts, beginning with the January 31, 2016 installment, shall be

\$4,312.50 to be paid each January 31st and \$4,312.50 to be paid each September 30th during each lease period for the remainder of the Lease Term.

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.** All other terms of the Lease 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 the commencement of the Third Lease Period, being October 1, 2015.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

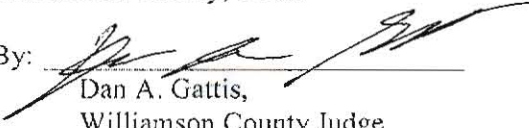
Lessee:

By: Christy Noren
Christy Noren

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 the commencement of the Third Lease Period, being October 1, 2015.

Lessor:

Williamson County, Texas

By: 
Dan A. Gattis,
Williamson County Judge

Lessee:

By: 
Christy Noren

Exhibit "A"

TRACT 1:

Approximately 115 acres of land, more or less, being out of both the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas ("Tract 1"). The boundary of Tract 1 is identified and depicted in Exhibit "A-1".

Exhibit "A-1"

