

FIRST AMENDMENT TO FARM LEASE

THIS FIRST AMENDMENT TO FARM LEASE (this "Amendment") is entered into between Williamson County, Texas ("Lessor"), and Jerry W. Roznovak and Nadine Johnson, ("Lessee").

RECITALS:

A. Lessor and Lessee entered into a certain Farm Lease (the "Lease") for premises identified in the preamble of the Lease as being the SURFACE ONLY, excluding the minerals, of approximately 192 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 Lessor must decrease the amount of acreage within the Premises due to the landfill operations adjacent to the Premises and it is necessary to set forth both the remaining amount of acreage that make up 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 192 acres, more or less, to the lesser amount of 157 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 of the Lease Term from the prior amount of \$10,560.00 (approximately 192 acres at \$55.00 per acre) to the lesser amount of \$8,635.00 (approximately 157 acres at \$55.00 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 \$4,317.50 to be paid each January 31st and \$4,317.50 to be paid each September 30th during each lease period for the remainder of the Lease Term.

5. **Reimbursement of Expenses.** At the time of receiving notice from Lessor that Lessor needed to reduce the amount of acreage that was a part of the original Premises, Lessee had already begun to prepare such acreage for the upcoming planting season. The area that is being deducted from the original Premises consists of 35 acres, more or less, and it is depicted in the attached Exhibit "A-1". Lessee's time, material, expenses and labor associated with preparing the deducted 35 acres amounts to \$1,225.00. Lessor hereby agrees to offset and credit Lessee's Third Lease Period annual rental of \$8,635.00 in the amount of \$1,225.00 and Lessee will accept said credit and offset amount as payment in full for all expenses relating to 35 acres that is being deducted from the original Premises. Thus, Lessee's total annual rental for the Third Lease Period shall be \$7,410.00 and Lessee shall have the option to apply the credit and offset of \$1,225.00 to the first or second installment payment for the Third Lease Period. The annual rental for all lease periods following the Third Lease Period shall be \$8,635.00, as set out in Paragraph 3 above.

6. **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.

7. **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.

8. **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: 

Jerry W. Roznovak

By: 

Nadine Johnson

Exhibit "A-1"

