

Bill McElhaney
County Judge

COUNTY OF WISE

(940) 627-5743
Fax (940) 627-6926



OFFICE OF THE COUNTY JUDGE
P. O. Box 393
Decatur, Texas 76234
www.co.wise.tx.us

May 8, 2009

VIA OVERNIGHT DELIVERY USPS EXPRESSMAIL EB 761566544 US

& EB 761566558 US and Fax # 940-644-1884

Mr. Wendell Berry, Jr.
P.O. Box 483
Chico, Texas 76431

Re: Notice to Exercise First Year Renewal Term of Right-of-First Refusal Option ("First Year Renewal Term") per that certain Lease Agreement dated July 10, 2008 (the "Agreement"), being between W. W. design, Inc., a Texas corporation ("Lessor") and Wise County, Texas ("Lessee" or "Optionee"); relating to the continued lease of two (2) certain adjacent office units located within Stonebridge Business Park, Decatur, Texas (being situated within Wise County, Texas,) said office building units being more particularly described in the referenced agreement.

Dear Mr. Berry:

Per the Option portion of the above referenced Lease Agreement, Wise County, Texas, does hereby give you notice of Wise County, Texas' intent to exercise its option to exercise the First Year Renewal Term ~~hereby~~ *hereby* ~~exercise its option to~~ as provided in Section 2. Terms of lease and rental rate of said Agreement..

Accordingly, Wise County will continue to pay the current rental rate of One Thousand Two Hundred Fifty and No/100's dollars (\$1,250.00.00) per month by the 15th of each month the Lease Agreement is in effect during the First Year Renewal Term.

Per the terms of the Renewal Term options, it is the understanding of both parties that this Renewal Term is for one (1) year, beginning the 10th day of July, 2009 (the "Effective Date of the First Renewal Term"), and terminating at 11:59 p.m. the 9th day of July 2010 (the "Termination Date of the First Year Renewal Term"), unless terminated earlier as otherwise provided within the terms and conditions of said Lease Agreement. Additionally, it is acknowledged that Lessee can exercise the Second Year Renewal Term, as provided by Section 2 of the Agreement mentioned heretofore, by giving Lessor no less than sixty (60) days written notice prior to the Termination Date of the first Year renewal Term.

Please note that I am also sending a copy of this Notice Letter to your legal counsel, Mr. Ross Simpson, of Simpson, Boyd & Powers for his files and information.

Thank you for working with Wise County. If any questions arise concerning this item, please do not hesitate to contact me.

E-Mail: cojudge@co.wise.tx.us

Very truly yours,

WISE COUNTY, TEXAS

By: Bill McElhaney
Bill McElhaney, County Judge

cc: Simpson, Boyd & Powers
Mr. Ross Simpson
1119 Halsell Street
P. O. Box 685
Bridgeport, Texas 76426

COPY

RM - Ratify during the
05/11/09 Commission
COURT MEETING -
- (CONTRACTS ITEM)

INTERNAL COUNTY CC'S:

- o MR. THOMAS ABERG - COUNTY ATTORNEY
- o MS. DIANA ALEXANDER - " ASSET CONTROL DIRECTOR
- o MS. ANN McEWIGAN - " AUDITOR
- o MRS. KATHERINE HUDSON - " TREASURER
- o MR. KAVIN BURNS - " Commissioner - Pet No 2
- o MR. MIKE RICHARDSON - " Commissioner - Pet No. 3
- o MR. LONNIE NOBLE - " ELECTIONS ADMINISTRATOR
- o MRS. SHERY PARKER - " CLERK PER Commission
- o MR. MORTO SHAW - " TR. ASST. Vice. CLERK PER
PER Commission SECRETARY