

Lease Amendment #1

This Agreement, dated March 30, 2009, by and between The Lakewood Group, 718 Black Oak Drive, Suite A, Medford, OR 97504 (hereinafter referred to as "Landlord") and H&R Block Enterprises, LLC, a Missouri limited liability company, serving as successor-in-interest to H&R Block Enterprises, Inc., a Missouri corporation (hereinafter referred to as "Tenant"),

WITNESSETH

WHEREAS, Landlord and Tenant's predecessor-in-interest entered into that certain Lease dated November 14, 2002, as extended by the Letter dated October 24, 2005, which is currently scheduled to expire April 30, 2009 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 945 square feet located at 7318 Crater Lake Highway, White City, OR 97503 (hereinafter referred to as the "Premises") which is located in Lakewood Center Shopping Center (hereinafter referred to as the "Shopping Center"),

WHEREAS, Landlord and Tenant desire to amend the Lease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective upon full execution of this Agreement as follows:

1. Parties:
By Articles of Merger filed with the Missouri Secretary of State on September 15, 2008, H&R Block Enterprises, Inc. merged with and into H&R Block Enterprise Services LLC, effective as of October 1, 2008. The articles of organization of H&R Block Enterprise Services LLC were simultaneously amended changing its name to H&R Block Enterprises LLC. Any references in the Lease to "H&R Block Enterprises, Inc." are hereby deleted and replaced with "H&R Block Enterprises LLC"; provided, however, such change shall not in any way be construed to relieve either party from any liability under the Lease.
2. Term:
The term of the Lease is hereby extended an additional three (3) years commencing on May 1, 2009 and expiring on April 30, 2012 ("Expiration Date").
3. Base Rent:

May 1, 2009 – May 31, 2009 (Zero and No/100 Dollars)	\$0.00 per month
June 1, 2009 – April 30, 2010 (Seven Hundred Thirty and 20/100 Dollars)	\$730.20 per month
May 1, 2010 – April 30, 2011 (Seven Hundred Forty One and 15/100 Dollars)	\$741.15 per month
May 1, 2011 – April 30, 2012 (Seven Hundred Fifty Two and 27/100 Dollars)	\$752.27 per month
4. Option to Renew:
Provided that Tenant is not currently in default of this Lease, Tenant is hereby granted one (1) option to renew the Lease for one (1) additional period of three (3) years. Except for the Base Rent, which shall be negotiated at the time of renewal, the extended term shall be on the same terms and conditions as provided in the Lease. This option shall be exercised by giving written notice to Landlord not less than ninety (90) days prior to the Expiration Date.
5. Title:
Notwithstanding anything contained to the contrary in the Lease, Landlord represents and warrants that Landlord owns the Premises and the Shopping Center, and has the authority to lease the Premises.
6. Signage: Section 11 of the Lease is hereby modified by including the following language:
Tenant, at Tenant's sole cost and expense, shall be allowed to install a two (2) panels/sign faces on the multi-tenant pylon/monument sign at the Shopping Center. The specifications for the panel, including but not limited to the layout, color, font, spacing and logo, are depicted on the attached Exhibit A (H&R Block Sign Spec).

7. **Notices:** Section 32 of the Lease is hereby modified by including the following language:
Notwithstanding anything contained to the contrary in the Lease, all notices from Landlord to Tenant must be sent to the following address to be deemed sufficiently given:

Colliers Turley Martin Tucker
721 Emerson Road, Suite 300
St. Louis, MO 63141
Attn: H&R Block FRE #36239

8. **Exclusive Use:** Section 35 of the Lease is hereby added and shall include the following language:
Notwithstanding anything contained to the contrary in the Lease, Landlord agrees that Landlord will not permit any individual, partnership or corporation ("Competing Business") other than Tenant which engages in any activities similar to Tenant's (including tax preparation, electronic filing or refund anticipation loans), to lease or occupy the Premises or any other space in the same structure or shopping center in which the Premises are located and owned by Landlord, during the term of this Lease.
9. **Hazardous Materials:** Section 36 of the Lease is hereby added and shall include the following language:
Notwithstanding anything contained to the contrary in the Lease, in the event that hazardous materials, including but not limited to mold, fungi, bacteria and other microbials ("Microbials"), are identified as present in the Premises, Shopping Center, and/or Common Areas during the term of this Lease and are not introduced by Tenant, Landlord shall promptly remove said hazardous materials at its sole expense. Landlord shall hold harmless and indemnify Tenant for any hazardous waste cost, clean-up, fine, damage, or judgment unless caused by Tenant. Tenant shall only be responsible for removal of hazardous materials it or third parties directly under the control of Tenant introduce into the Premises.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be fully executed as of the date last written below.

LANDLORD:
The Lakewood Group

By: _____

Printed Name: _____

Title: _____

Date: _____

SSN or Fed ID #: _____

TENANT:

H&R Block Enterprises, LLC, a Missouri limited liability company

By: Colliers Turley Martin Tucker, Agent

By: _____

Printed Name: _____

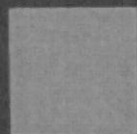
Title: _____

Date: _____

James M Root
Trustee
4/1/09

Sara Pixley
Sara Pixley
Manager
3.30.09

EXHIBIT A



H&R BLOCK®