

Fifth AMENDMENT TO LEASE AGREEMENT

This Agreement, dated April 29, 2022, by and between DSR Properties (Lakewood) LLC, (hereinafter referred to as "Landlord") and H&R Block Enterprises, LLC, a Missouri limited liability company, (hereinafter referred to as "Tenant"),

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated November 14, 2002, which was subsequently modified and amended by Lease Amendment #1 dated October 24, 2005; Lease Amendment #2, dated February 28, 2012; Lease Agreement #3, dated March 9, 2015; Lease Agreement #4, dated March 22, 2018, 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").

In consideration of the mutual covenants and promises contained in this Agreement, Landlord and Tenant covenant and agree that the Lease is amended, supplemented, and modified as follows:

1. **Term** – Landlord and Tenant agree to renew the Lease for twelve (12) months, effective May 01, 2022 through April 30, 2023. Tenant has no renewal options remaining during this renewal period.
2. **Base Rent** - \$1,250.00 per month, plus NNN expenses of \$553.97 for tenant's pro-rata share of Building and Shared Services Common Area Expenses as further stated in Paragraph 4.05. Tenant shall not have a rent concession during this renewal period.
3. **Common Area Expenses** - Paragraph 4.05 – Payment of Tenant's Pro Rata Share of the Lease Agreement dated November 14, 2002, shall be deleted in its entirety and replaced with the following:
 - a. **4.05 – Payment of Tenant's Pro Rata Share** – Within the limits of the Shopping Center, Landlord has hard-surfaced, marked, properly drained, adequately lighted and landscaped a parking area or areas, together with the necessary access roads. Landlord has installed at its cost a water system that provides water to each of the tenants in the Shopping Center. Tenant shall pay to Landlord each and every month on the first day of each month (i) Tenant's pro rata share of **3.17% for Building** associated expenses, such as Exterior Window Cleaning, Roof Maintenance & Repairs, Refuse, Security Camera Monitoring, Building Exterior Lighting Maintenance & Repair, Property Insurance, Capital Improvement Projects amortized and any Building related Maintenance & Repairs not mentioned. **2.97% of Shared Services** associated expenses, such as Maintenance & Repairs for Building Common Area, Grounds Clean-up, Landscape Services, Landscape Repairs, Parking Lot Sweeping, Plumbing Backflow Services, Tree Maintenance, Well Water System, Snow/Ice Removal, Common Area Repairs, Common Area Exterior Lighting, Electric House Meter, Security Patrol Service, Management Services Fees, Property Taxes, Capital Improvement Projects amortized and any Common Area expenses not mentioned. Tenant's payment of Tenant's share of the above costs are in addition to all other rents, charges and other costs required to be paid by Tenant under the terms, provisions and conditions of this Lease. In addition to the foregoing, Tenant shall pay to Landlord once each lease year (or if Landlord elects pursuant to Section 10.02, monthly on the first day of each month). Tenant shall pay one-twelfth (1/12th) of the estimated charges under this paragraph 4.05 monthly on the first day of each month, with a reconciliation to be made within ninety (90) days after the end of the previous calendar year.

4. **Notices** – 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:

H&R Block
c/o Cushman & Wakefield
575 Maryville Center Drive, Suite 500
St. Louis, MO 63141
Attn: H&R Block Dept ID #36239


Notwithstanding anything contained to the contrary in the Lease, all notices from Tenant to Landlord must be sent to the following address to be deemed sufficiently given:

DSR Properties, Lakewood LLC
c/o CPM Real Estate Services, Inc.
718 Black Oak Drive
Medford, OR 97504

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:
As Agent for DSR Properties (Lakewood) LLC

By: 
78813014D1734B8...
Printed Name: David wright
Title: Principal Broker, Agent for Owner
Date: 5/13/2022 | 3:44 PM PDT

TENANT:
H&R Block Enterprises, LLC, a Missouri limited liability company
By: Cushman & Wakefield U.S., Inc. Agent
By: Madeline Rooney
Printed Name: Madeline Rooney
Title: Manager
Date: 5/13/2022