GREENVILLE CO. S.C.

JUN 4 11 55 AM '79

DONNIE S. TANKERSLEY
R.M.C.

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LEASE

This lease made and entered into May 1, 1979, by and between B. Jack Foster C/O Bell Laundry (name) 1414 E. Washington St. Greenville, S.C. (address), "Landlord", and H & R BLOCK, INC., a Missouri corporation, "Tenant."

WITNESSETH: That for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Leased Premises. The Landlord leases to the Tenant and the Tenant rents from the Landlord the premises known and described as Bldg.H 1414 E. Washington St. (street address) Greenville (city) South Carolina 29607 (state) and referred to herein as the "premises."

2. Initial Term: The initial term of this lease and the Tenant's obligation to pay rent hereunder shall commence May 1, 1979 and end April 30, 1984

3. Options to Extend Initial Term. One five-year option with rent to be negotiated.

4. Rent. As rent for the premises, the Tenant shall pay the Landlord Four Hundred & Twenty Five (stated monthly rent) dollars ($ 425.00) in advance on the first day of each and every month during the initial term of this lease. rent shall be paid to the Landlord at 1414 E. Washington St., Greenville (address) (city) S. C. 29607 (state, zip), or at such other places as the Landlord may designate in writing to the Tenant.

5. Further Agreements. (a) The Landlord convenants and agrees:

(i) That the Tenant, upon paying the rent and performing the convenants and agreements herein on the part of the Tenant to be paid and performed, shall and will peacefully and quitely have, hold and enjoy the premises for the initial term of this lease and any extensions thereof;

(ii) To deliver the premises to Tenant no later than N/A, free from termites, insects, rodents and vermin, and to maintain the premises in such condition at Landlord's expense throughout the initial term and any extension thereof.

(iii) To put the premises in proper condition for use by Tenant by making the following repairs and improvements prior to _____, 19__:

If Landlord fails to make such repairs and improvements by such date the rent shall abate until such repairs and improvements are made, or Tenant may elect to terminate this lease by giving Landlord notice in writing of its election and all of Tenant's obligations hereunder shall terminate as of the date of such notice.

(iv) That the Landlord will not place a "for rent" sign on the premises during the initial term of this lease or any extensions thereof;

(v) That it will not permit any income tax firm other than H & R Block to lease or occupy these premises, or any office in the same structure in which these premises are located, owned by Landlord during or for a period of one (1) year subsequent to the term of this lease. This provision shall apply to any individual, partnership or corporation engaging principally in the business of preparing tax returns.

(vi) That it shall be liable for and pay the following utilities charged against said premises during the term of this lease, to wit: none

(vii) To perform all repairs to or replacements of all structural parts of the premises (including but not limited to the roof, ceilings, foundation, floors, walls, windows, doors, stairs, elevator, plumbing system and fixtures, electrical system and electrical equipment, fixtures and appliances, heating and air conditioning equipment, sidewalks, sewers, drains and utility connections) which are necessary to maintain the premises in good condition and in compliance with all applicable laws, ordinances, codes and regulations.

(viii) To indemnify Tenant against all claims, demands, causes of action and judgments asserted or rendered against Tenant, and all expense incurred by Tenant in connection therewith, resulting, directly or indirectly, from any condition of any part or the premises which Landlord is obligated hereunder to maintain which is, or is claimed to be, defective or dangerous.

(ix) That the Tenant shall have the right to assign or sublet this lease in whole or in part.

(b) The Tenant covenants and agrees:

(i) That the Tenant will take good care of the premises and appurtenances thereto and keep them free from filth, debris, rubbish and nuisance, shall commit no waste thereon and shall return the same to the Landlord at the expiration or termination of this lease in as good condition as when received by the Tenant, ordinary wear and use, damage by fire, providential means or any other casualty, and damage occasioned by the Landlord or one acting on the Landlord's behalf excepted;

(ii) That the Landlord shall have the right to enter the premises at reasonable times for the purpose of inspecting, maintaining or making such repairs or improvements as the Landlord may be required to make hereunder, so long as the same shall not unreasonably interfere with the Tenant's use and occupancy of the premises; and

(iii) That Tenant will make no alterations or additions to the premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have the right at the expiration of this lease to remove any alterations or additions to the premises made by Tenant provided that any damage done to the premises during or in connection with such removal shall be fully repaired by Tenant.

6. Signs. The Tenant may affix and maintain signs (electrical or otherwise) in, on or about the interior or exterior of the premises.

7. Default. If default is made in the payment of rent, at the times above stated, or if the Tenant shall be in default or otherwise fail in the performance of any of its obligations or undertakings under this Lease, the Landlord shall have the right to terminate this Lease by giving the Tenant fifteen (15) days written notice of termination, setting forth the default or defaults. Upon the expiration of said period all of Tenant's rights and privileges hereunder shall cease and terminate without further notice unless prior to the expiration thereof Tenant shall have fully cured the default or defaults to Landlord's satisfaction (which satisfaction shall not be unreasonably withheld). If the default or defaults are not so cured within said 15-day period and the lease is thereby terminated, such termination shall not be deemed to release Tenant from its obligations hereunder, and thereafter the Landlord may enter without notice or demand, and the Tenant shall be liable for any loss of rent resulting from such default.

If Landlord shall fail to perform any of his obligations or undertakings under this lease and such obligations or undertakings are ones which Tenant can perform or hire performed, Tenant may do so and subtract the cost of doing so from the rent. In the alternative, and at Tenant's option, Tenant may give Landlord written notice of the Landlord's failure so to perform, and unless Landlord has performed all of such obligations to Tenant's satisfaction within 15 days after such written notice was given, this lease, and all of Tenant's obligations hereunder, shall terminate without further notice.

8. Untenantability of Premises. If the leased premises shall be destroyed or damaged by fire or other casualty, or if utility service sufficient to operate existing heating and air conditioning equipment to meet Tenant's needs is not obtainable from normal sources, Tenant may terminate this lease by giving written notice to the Landlord within ten (10) days thereafter, and if so terminated no further rent shall accrue to the Landlord after the date of such destruction or damage or after utility service is determined to be unobtainable. If Tenant does not elect to terminate the lease, the Landlord shall restore the premises to the condition they were in immediately prior to the casualty within a reasonable time, the rent to abate during the time the premises are untenantable.

10. Miscellaneous. This lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

H & R BLOCK, INC.

Marge Ash

Gene Richmond

Tenant

B. Jack Foster

Landlord

I.D. or Social Security Number

Sworn to before me this 24th day of May 1979

Notary

My Comm. Expires 1-3-87

Form 2701-11-77

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