

**VILLAGE PLAZA SHOPPING CENTER  
LEASE AGREEMENT**

**THIS AGREEMENT** made on the 14<sup>TH</sup> day of August, 2006, by and between STANLEY JONES REALTY, INC., hereinafter referred to as the "LESSOR", and Jeffrey A. Smith d.b.a. H & R Block, hereinafter referred to as the "LESSEE".

**WITNESSETH:**

1. The Lessor does hereby lease to the Lessee (named above) Suite Number 103 of the Village Plaza Shopping Center located at 509 Broadway, South Fulton, Tennessee 38257.
2. This Lease shall commence on the 1st day of September, 2006 and shall terminate on the 31st day of August, 2009.
3. A) Lessee agrees to pay rent for the premises, in advance, in the amount of \$290.00 each month. Each payment is due on the first day of each month. The total rent due under this contract shall be \$10,440.00.  
  
B) In the event Lessor shall receive a monthly rental payment more than five days after its due date, the Lessee shall be assessed or charged a late payment fee of \$5.00 per day for each day that that month's rental payment is late. (Example: a rental payment is made on the seventh day after the due date. The late payment fee is \$35.00.)  
  
C) Concurrently with the execution of this Lease, Lessee shall deposit with Lessor the sum of \$290.00 as a security deposit for the full, prompt and faithful performance by Lessee of all its obligations hereunder. In the event of default, the Lessor will apply the security deposit first to any repair or cleanup of the leased premises and the balance, if any, will next be applied to any unpaid rent or late payment fee. Any surplus will then be returned to the Lessee.
4. These premises shall be used as H & R Block.
5. The Lessor agrees to furnish water and sewer, parking lot lighting, and has structural insurance on the building only. The Lessee understands that Lessor does not have insurance to cover any furnishings, equipment, or any other property brought or placed inside the leased premises by the Lessee or Lessee's

Lessee's Initials: \_\_\_\_\_



customers or guests. It is the Lessee's responsibility to obtain such insurance coverage if the Lessee determines such insurance is warranted.

6. The Lessee agrees to furnish **all other utilities and insurance on the contents.** This includes premises liability for guests, invites, and others entering the leased premises during the period of this lease. The Lessee will hold the Lessor harmless for any and all claims brought by third parties as a result of Lessee's use of the leased premises.
7. The Lessee will not assign this Lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sublet said premises or any part thereof.
8. The Lessor shall not be liable for any damages either to personal property sustained by the Lessee or by other persons due to the Lessee's use of the leased premises or due to the happening of any accident in or about said building or due to any acts of neglect of any tenant or occupant of said building.
9. A) That if default shall occur at any time during this lease period (or any hold over monthly rental periods) by failure of the Lessee to pay in full the rent or any late payment charge, or by breach of any other covenants herein contained, the Lessor may, at its option, without notice to the Lessee or to any other person, terminate this lease and re-take the premises. Normally, the Lessor will wait seven days past the rental due date before terminating this lease, however, other factors coupled with non-payment of monthly rent shall justify an earlier termination, as the Lessor deems prudent. After such termination, any equipment, furnishings, and all other articles of any value which are found by Lessor in the leased premises shall immediately become the sole property of the Lessor.  
  
B) If this lease is terminated as set forth immediately above, then all equipment, furnishings, and all articles of any value which are found by Lessor in the leased premises shall be seized by the Lessor. The Lessor will remove all such property to the Lessor's storage facility and will send by U.S. mail a letter to the Lessee notifying the Lessee of the default, termination of this lease, and seizure of items found on the leased premises. The Lessor shall not be required to inventory any of the seized items. The letter will also state the date, time and place of the next scheduled public sale of the item of property seized.  
  
C) All of the items seized will be sold to the highest bidder. The proceeds of the sale, after subtracting costs of removal of the items from the leased premises and advertising costs, shall be credited against any rent due. If there is any surplus it will be Lessor's and will not be returned to the Lessee.

Lessee's Initials: \_\_\_\_\_



10. Should the Lessee continue to occupy the premises after the expiration of said term, the Lease term may, at Lessee's option, be extended.
11. Lessee will be responsible for any "build-out" expenses of all alterations of leased space for suitable operation of their respective business.
12. All electrical and plumbing improvements or attachments must be within state and local codes and inspected.
13. A) The Lessee agrees that he/she/it will be fully responsible to the Lessor for any and all damages occurring in the leased premises which occur during the Lessee's use of the leased premises regardless of the cause. Lessor will not hold Lessee responsible for damages which occur as a result of structural failure or which arose for a reason solely controlled by Lessor.  
  
B) Lessee agrees that water damage from a frozen pipe or toilet/sink overflow occurring as a result of the Lessee's use of the leased premises shall be Lessee's responsibility to pay Lessor for all necessary repairs and lost rent.
14. Lessee will provide Lessor, in writing, of any address in which to receive mail from Lessor if different from the following address: \_\_\_\_\_  
\_\_\_\_\_
15. A) If the Lessee fails to pay as agreed herein, the Lessee will be responsible for paying all costs of collection, including court costs, expert witness fees, service fees, attorney fees, and any other costs of litigation and collection.  
  
B) Any judgment against the Lessee for damages, unpaid rent, court costs, costs of litigation, collection, court costs, and attorney fees, shall run at 18% interest per year until paid in full.
16. The Lessor agrees it will not lease space to another tax preparing company during the term of this lease. This option will be continued if Lessee extends its lease.

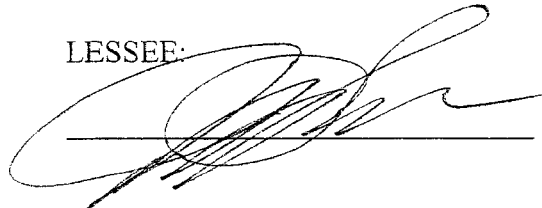
**IN WITNESS WHEREOF**, the parties have executed this agreement in duplicate the day and year first above written.

LESSOR:

Stanley Jones Realty, Inc.  
Village Plaza Shopping Center

By: Romona B. Bell  
Executive Assistant

LESSEE:

  
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