

LEASE

THIS LEASE (the “**Lease**”) is made as of _____, 2018, between HRB Deployment & Support, LLC (“**Landlord**”) and the City of Kansas City, Missouri, a constitutionally chartered municipal corporation by and through its Department of General Services (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is in negotiations to acquire a fee simple interest the land generally known as 4400 East Blue Parkway, Kansas City, Missouri 64130, and legally described on **Exhibit A-1 [FINALIZING LEGAL DESCRIPTION WITH SURVEYOR]** attached hereto and incorporated into this Lease by reference, upon which land are located the following:

(a) a building (the “**Building**”) consisting of approximately Eighty Four Thousand Two Hundred Eighty Two (84,282) square feet of Floor Area (for purposes of this Lease, “Floor Area” means the aggregate floor area within the interior face of all walls, including the main floor and upper floor(s), if any, and no deduction or exclusion shall be made by reason of stairs, elevators, escalators, interior partitions or other interior construction or equipment, nor for space used for electrical, heating, air conditioning, mechanical, sprinklering or similar building equipment); and

(b) a parking lot (the “**Parking Lot**”); the Building, the Parking Lot and the land upon which they are located, all of which are shown on **Exhibit A-2** attached hereto and incorporated into this Lease by reference, are collectively referred to in this Lease as the “**Property**”).

WHEREAS, Upon full execution and delivery of this Lease and the satisfaction, or waiver, of the Conditions Precedent defined in **Section 1** of this Lease, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, Fifty Nine Thousand Six Hundred Forty-Two (59,642) square feet of Floor Area in the Building, as shown on the floor plan attached as **Exhibit B-1** hereto and incorporated into this Lease by reference (the “**Leased Premises**”), which Leased Premises specifically exclude the warehouse area located in the Building comprised of approximately Twenty Four Thousand Six Hundred Forty (24,640) square feet of Floor Area as shown on the floor plan attached as **Exhibit B-2** hereto and incorporated into this Lease by reference (the “**Warehouse Premises**”), all on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Conditions Precedent.** All terms and conditions of this Lease are expressly contingent upon: (i) Landlord acquiring fee simple ownership of the Property, (ii) Landlord providing proof of compliance with the tax ordinances administered by the Commissioner of Revenue as a precondition of the Tenant making any payments under this Lease in accordance with Section 3-61 of the Code of Ordinances of the City of Kansas City, Missouri (“**City Code**”), (iii) the notice to the Tax Increment Financing Commission of the Kansas City, Missouri (“**TIF**”

Commission) of Tenant acquiring a leasehold interest in the Property, and (iv) the approval of this Lease by the City Council of the City of Kansas City, Missouri, by passage of the Second Committee Substitute for Ordinance No. 170753 (the **Ordinance**), which will include an appropriation for the rental and occupancy cost to be paid during the current fiscal year, which approval will be undertaken prior to but conditioned upon the satisfaction of conditions specified in items (i) - (iii) above (referred to in this Lease as the **Conditions Precedent**). The satisfaction of the Conditions Precedent will be documented by a letter from the Landlord to the Tenant, no less than five (5) business days after the satisfaction of the last of such conditions, with a specific date stated in such letter as the Lease Commencement Date pursuant to the terms and provisions of **Section 4** of this Lease. If Landlord fails to exercise commercially reasonable efforts to comply with the Conditions Precedent on or before October 31, 2018 (the **Termination Date**), then Tenant shall have the right to terminate this Lease by providing Landlord with written notice of such termination on or before the Termination Date, and upon termination, both parties shall be released from their obligations under this Lease. The Lease termination right provided to Tenant in this **Section 1** shall be Tenant's sole and exclusive remedy in the event the Conditions Precedent are not satisfied. If despite its commercially reasonable efforts to satisfy the Conditions Precedent on or before the Termination Date, Landlord is unable to satisfy the Conditions Precedent, then Landlord shall have the right to terminate this Lease by providing Tenant with written notice thereof on or before the Termination Date, and upon such termination, both parties shall be released from their obligations under this Lease.

2. **Lease of Leased Premises.**

a. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord. Landlord will be responsible during the Lease Term (as defined in **Section 4.a** below) for (i) the payment of Taxes (as defined in **Section 5.c** below), (ii) maintenance of the Property as specifically set forth in this **Section 2**, with the exception of janitorial services and any other maintenance services at the Property that Tenant is required to perform pursuant to this Lease and (iii) the provision of and cost of utility services at the Leased Premises; provided that Tenant agrees it shall not without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, use any apparatus, device, equipment or machine in the Leased Premises, or use the Leased Premises in any way, which could materially increase the amount of any utility service used above that usually furnished, consumed or supplied in the Leased Premises for the permitted use subject to the terms and provisions of **Section 7** of this Lease, or materially increase Landlord's insurance costs. The Landlord consents to the Tenant, its contractors, vendors or suppliers to install, maintain and operate IT conduit and cable and related apparatus dedicated for use with and connected to municipal servers through the property outside of the Building, to connect to and within IT facilities within the Leased Premises, provided that the Tenant's IT staff and the contractors, vendors and suppliers will coordinate such installation with the Landlord's IT staff so as not to cause disruption in service. Such initial installation of IT cable and associated apparatus outside of the Leased Premises shall be sized and located as reasonably agreed to by Landlord and Tenant, and shall otherwise be governed by Section 8.

b. Landlord shall maintain the Property in good working order and shall be responsible for (i) construction defects (unless the same are caused by Tenant or Tenant's contractor, employees or agents) at the Building, (ii) maintenance of the Building and

grounds, which shall mean (y) upkeep and repair of the exterior glass, plumbing and wiring at the Building (with the exception of signs installed by Tenant pursuant to the terms of this Lease, which shall be the sole responsibility of Tenant to maintain and repair) and (z) repair or replacement of the roof and the Parking Lot (except for any area thereof enclosed or marked by Tenant for Tenant's sole use as set forth in **Section 9** of this Lease, which area shall be the sole responsibility of Tenant to maintain and repair in good order and condition for so long as such enclosure or marking remains, all subject to the terms of this Lease, provided snow or ice removal within any area of the Parking Lot enclosed by Tenant pursuant to the terms of this Lease will be Tenant's sole responsibility and at Tenant's sole expense, and shall be coordinated by the parties if possible, with the understanding that the presence of municipal vehicles within such secured parking may make it difficult or impossible to complete snow or ice removal at the same time as the other parking areas). This **subsection 2.b** shall not apply in the case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which events the obligations of Landlord and Tenant shall be controlled by **Sections 14 and 15** hereof. Except as provided in this **subsection 2.b**, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises or Property, or replace or repair any equipment, merchandise, stock in trade, facilities, or fixtures in the Leased Premises or Property, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or the Property of which Tenant has knowledge.

c. If the Landlord elects to no longer make use of the Warehouse Premises during the Lease Term (as defined in **Section 4.a** below), the Landlord will notify the Tenant in writing ("**Warehouse Offer Notice**"), and Tenant will have the option to add the Warehouse Premises to the Leased Premises, for the remaining period of the Lease Term, (at a rental rate equal to the then-prevailing fair market rental rate per square foot of Floor Area for warehouse space of similar size and quality, in buildings of similar size and quality, but such rental rate shall not be in excess the rental rate paid by Tenant, on a square foot basis, for the non-warehouse portions of Leased Premises otherwise subject to all the terms and provisions of this Lease), by providing Landlord with written notice of Tenant's election to exercise such option and its computation of the fair market rental therefor and the basis for such computation ("**Warehouse Acceptance Notice**") within sixty (60) days after receipt of such Warehouse Offer Notice; provided, that Tenant's failure to notify Landlord within said 60-day period shall be deemed a refusal by Tenant. Such option to expand the Leased Premises to include the Warehouse Premises will be exercised by the execution of an amendment to this Lease within ninety days after the Landlord's receipt of such Warehouse Acceptance Notice from Tenant.

3. **Leased Premises.**

a. On the Lease Commencement Date (as defined in **Section 4.a** below), Landlord shall deliver the Leased Premises to Tenant, and Tenant shall accept the Leased Premises, in its "**AS IS, WHERE IS**" condition, without any obligation on the part of Landlord to modify, alter, improve or otherwise prepare the Leased Premises for Tenant's Permitted Use (defined in **Section 7** below) and occupancy.

b. Notwithstanding anything in this Lease to the contrary, Tenant may, at Tenant's sole cost and expense, modify the Leased Premises with the prior written consent of Landlord (except, however, that Tenant may fence portions of the "**Northeast Parking Area**" of the Parking Lot (as defined and further set forth in *Section 3(d)* of this Lease), pursuant to the terms of *Section 3(d)* and *Section 9* of this Lease, without further consent of Landlord, except as specifically set forth in *Section 9* of this Lease).

c. The furniture, fixtures and equipment located within the Leased Premises as of the Lease Commencement Date (collectively, the "**FF&E**") shall remain in the Leased Premises for Tenant's use during the Lease Term; provided, however, if some FF&E is not needed for the Tenant's occupancy, then the Tenant shall identify that which is not needed, and give the Landlord the option to remove that which is not needed. If the Landlord elects not to remove such unneeded FF&E, then the City may dispose of it off-site. Such FF&E are being delivered in each such item's "**AS IS, WHERE IS**" condition with no representation or warranty of any kind by Landlord, and Landlord shall have no responsibility for the maintenance, repair or replacement of such FF&E during the Lease Term, except to the extent the need for such maintenance, repair or replacement is solely caused by the negligence or willful misconduct of Landlord. Upon the expiration or earlier termination of the Lease Term, all such FF&E shall be the sole property of Tenant, and Tenant shall, at Tenant's cost and expense, be responsible for the removal of all such FF&E from the Leased Premises, at Tenant's cost and expense unless the termination is caused by the Landlord failing to satisfy the Conditions Precedent in which case the FF&E shall remain. During the Lease Term, the cooling unit in the I.T. closet will remain and be maintained by the Tenant (and repaired or replaced by Tenant during the Lease Term so that it remains in good working order and repair), and the cooling unit or any replacement thereof shall remain at the Property at the end of the Lease Term. The terms and provisions set forth in this Subsection shall survive the expiration or earlier termination of this Lease other than for the failure by the Landlord to satisfy the Conditions Precedent.

d. During the Lease Term, Tenant shall have non-exclusive access to and the right to use the "Common Area" of the Property (for purposes of this Lease, "**Common Area**" shall mean the Parking Lot, the landscaping on the Property, and other improvements at the Property located outside the Building); provided, however, that the Tenant's right to use of the Parking Lot shall be limited as set forth in *Section 9* of this Lease.

e. The Leased Premises include an area designated as a cafeteria (which may be used either for food service, or as a break room/eating area by Tenant's employees), and from time to time there may be other areas in the Leased Premises used by Tenant for food service/break room areas for its employees (collectively, any areas in the Leased Premises used for food service or as a break room are referred to herein as "**Cafeteria/Break Room Space**"). Landlord and Tenant agree that during the Lease Term, the employees of Landlord shall have the right to access any Cafeteria/Break Room Space made available to the employees of Tenant, either for the use as a break room or, to the extent used to serve or provide food to Tenant's employees, for the purchase of food and beverages at such Cafeteria/Break Room Space, all during the hours and (if food is sold in the Cafeteria/Break Room Space), at the same cost charged to Tenant's employees. Tenant specifically grants Landlord's employees a license across the Leased Premises, as

necessary during the Lease Term, to enter and exit and to access any Cafeteria/Break Room Space during the hours such Cafeteria/Break Room Space is available for use by the employees of Tenant.

f. Landlord and Tenant acknowledge that as of the Lease Commencement Date, the Leased Premises are subject to the terms and conditions of the Amended and Restated Agreement between the TIF Commission and Swope Community Builders, Inc., for the implementation of certain public improvements of the Brush Creek Corridor Tax Increment Financing Plan, dated as of September 9, 2012, but the last acknowledged signature appearing thereon being November 7, 2014 (“**Redevelopment Agreement**”), including Sections 20, 21 and 22 thereof as to obligations imposed upon successors in interest.

4. **Lease Term; Early Occupancy.**

a. The term of this Lease (the “**Lease Term**”) shall be for fifteen (15) years commencing on the later to occur of (i) July 1, 2018 or (ii) the date upon which all of the Conditions Precedent have been satisfied such that Tenant may use and occupy the Leased Premises as permitted hereunder (the “**Lease Commencement Date**”) and shall continue in effect until June 30, 2033 (the “**Lease Expiration Date**”), or such earlier date as the Lease may be terminated pursuant to the terms thereof. The term “**Lease Term**” as used herein shall include any Renewal Term.

b. Notwithstanding anything in this Lease to the contrary, Landlord shall not be subject to any liability for failure to give possession of the Leased Premises to Tenant until the date that the Conditions Precedent have been satisfied such that Tenant may use and occupy the Leased Premises as permitted hereunder, nor shall the same be construed in any way to extend the Lease Term. In the event that the Lease Commencement Date is delayed beyond July 1, 2018, then the Lease Term shall commence on, and the Lease Commencement Date shall be, the date on which (i) the Conditions Precedent have been satisfied such that Tenant may use and occupy the Leased Premises as permitted hereunder, and (ii) Landlord is able to so deliver possession of the Leased Premises to Tenant as required hereunder, but not later than October 31, 2018 (the “**Outside Delivery Date**”), and after such Outside Delivery Date the Tenant may terminate the Lease upon ten (10) days’ written notice to the Landlord.

c. Landlord hereby agrees and acknowledges that Tenant shall be permitted access to the Leased Premises, on a rent-free basis, commencing on the date that is the day after Landlord obtains fee simple title to the Property of which the Leased Premises is a part, for a period commencing on such date and ending on the Lease Commencement Date, for purposes of its installing furniture, trade fixtures and equipment in, to and upon the Leased Premises. Tenant’s access and entry into the Leased Premises prior to the Lease Commencement Date for purposes of installing its furniture, trade fixtures and other personal property shall not trigger the occurrence of a Lease Commencement Date, but such early access and entry shall be subject to all of the terms and conditions set forth in this Lease, other than the obligation to pay “Lease Base Rent” (as defined in *Section 5* below).

d. Provided Tenant is not in default under this Lease beyond applicable notice and cure periods, Tenant shall have the right to extend the Lease Term for two (2) additional terms of five (5) years each (each, a “**Renewal Term**”) from the day immediately following the date upon which the Lease Term would otherwise expire upon the same terms and conditions as those specified in this Lease, except the Lease Base Rent per annum during each Renewal Term shall be as follows: (i) during each Renewal Term, the Lease Base Rent per annum shall be an amount equal to the then prevailing fair market rental rate per square foot of Floor Area for leases of premises of similar size and quality, in buildings of similar size and quality, but in no event shall such rent be less than the rental payable for the prior twelve month period; and (ii) if Tenant elects to extend the Lease Term (or the prior Renewal Term) into a Renewal Term, it shall provide Landlord written notice of such election no later than one hundred eighty (180) days prior to the expiration of the then active Lease Term (or Renewal Term).

5. **Rents.**

a. Commencing on the Lease Commencement Date and thereafter on or before the first (1st) day of each month through the end of the Lease Term, prorated on a per diem basis for any partial month, Tenant agrees to pay to Landlord, without any setoff or deduction unless expressly set forth in this Lease, a fixed monthly base rental, as set forth on **Exhibit C** attached hereto and incorporated into this Lease by reference (“**Lease Base Rent**”). All payments of Lease Base Rent and all other costs, charges, and other sums that may be due and owing from Tenant under this Lease (collectively, “**Rent**”) shall be payable by Tenant directly to Landlord at One H&R Block Way, Kansas City, Missouri 64105, Attn.: Facilities, or at such other place as Landlord may, from time to time, designate in writing provided to Tenant.

b. All amounts payable by Tenant pursuant to this Lease, including, without limitation, all costs, charges, and other sums that may be due and owing from Tenant under this Lease as a result of any breach or violation of the terms and provisions hereof shall constitute rent under this Lease and shall be payable in lawful money of the United States.

c. Notwithstanding anything set forth in this Lease to the contrary, Tenant shall not be responsible for the payment of ad valorem real estate taxes or special assessments on the Property (“**Taxes**”), nor will Tenant be responsible for the payment of any operating expenses; provided, however, Tenant shall be solely responsible, at Tenant’s sole cost and expense, to reimburse Landlord within thirty (30) days after delivery of a written demand, accompanied by invoices or other reasonable supporting documents therefor, for all costs and expenses incurred by Landlord in providing usual and customary janitorial and cleaning services in and about the Leased Premises, with such frequency and level of service as specified in writing by the Tenant, which may be adjusted at least quarterly, or as otherwise mutually agreed upon by the parties. Landlord acknowledges that the Landlord will be responsible for the payment of all Taxes that have not been abated. Without limiting the generality of the foregoing, Landlord shall not be required to provide any services or take any action which is inconsistent with applicable law, insurance requirements, or conditions or regulations, or that entails excessive or unreasonable services.

6. **Other Taxes Payable by Tenant.** Notwithstanding anything in this Lease to the contrary, Tenant shall reimburse Landlord upon demand, or provide payment directly to the applicable taxing authority, for any and all taxes assessed during the Lease Term (other than net income taxes and taxes included as Taxes under this Lease), (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in or upon the Leased Premises, or by the value of any leasehold improvements made in, to or upon the Leased Premises or common areas of the Building by or for Tenant, regardless of whether title to such improvements shall be in Tenant or Landlord, (b) upon or with respect to the possession, leasing, use, occupancy or business by Tenant of or upon all or any part of the Leased Premises, and (c) upon this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises.

7. **Use of Leased Premises.** Tenant shall use the Leased under the Lease for "general business purposes" only (the "**Permitted Use**"), but with the understanding that the Tenant will use the Leased Premises for governmental purposes, including outreach to and interaction with the public as a part of that governmental function, and such additional uses described in **Section 16** of this Lease below. Landlord reserves the right to establish reasonable Rules and Regulations for the Property from time to time, and Tenant agrees to comply with the same.

8. **Telephone and Data Lines.** Tenant may install, maintain, replace, remove or use any telecommunications and computer conduit, cabling, wiring, and related equipment (collectively, the "**Lines**") serving the Leased Premises so long as (a) such Lines shall be located solely within the Leased Premises or such portions of the Property where Lines can be located pursuant to **Section 2a** of this Lease, (b) such Lines shall not unreasonably interfere with the use of Landlord's Lines at the Building, and (c) if any Lines installed by Tenant require shielding in order to prevent such Lines from causing electromagnetic interference to any Lines installed by Landlord, then Tenant shall install such shielding as reasonably necessary to eliminate such interference. The installation, maintenance, repair and replacement by Tenant of any Lines serving the Leased Premises shall be performed by contractors selected by Tenant and approved in advance by Landlord, which approval will not be unreasonably withheld or conditioned, and, at the election of Landlord, under the supervision of Landlord's representative, at Tenant's sole cost and expense. All installation, maintenance, repairs and replacement work performed by Tenant under this **Section 8** shall be performed in accordance with the respective terms and conditions of this Lease governing such activities. Tenant shall bear the costs incident to the purchase, installation, operation and maintenance of any Lines and equipment with respect thereto servicing the Leased Premises.

9. **Parking.** Tenant shall have non-exclusive access to and the right to use the Parking Lot for vehicular parking by Tenant's employees and members of the public utilizing Tenant's services, at the ratio of 4 spaces for every 1,000 square feet of Floor Area in the Leased Premises, subject to the terms of this **Section 9**. Therefore, Tenant shall have the right to non-exclusive access to and use of a total of 239 parking spaces in the Parking Lot for the purposes described, and subject to the provisions of this **Section 9**. Tenant shall have the right, at its sole cost and expense, to enclose with fencing or otherwise mark all or a portion of a part of the northeast side of the Parking Lot, as such area is shown on **Exhibit B-3** attached hereto and incorporated into this Lease by reference (the "**Northeast Parking Area**"), with material that shall be subject to the prior written approval of Landlord before installation thereof, to secure Tenant's vehicles that are

left in the Northeast Parking Area; provided, however that (i) such work shall be in compliance with all applicable laws, ordinances and regulations of all governmental authorities (collectively, “**Laws**”) and (ii) Tenant shall stripe the parking spaces within the enclosed (or marked) Northeast Parking Area to provide individual parking spaces of the same size and consistent with the striped parking spaces provided in the Parking Lot as a whole. All parking in the Parking Lot located outside of the enclosed (or marked) Northeast Parking Area may be used by Tenant on a non-exclusive basis pursuant to the terms and limitations set forth in **Section 3.d** of this Lease and in this **Section 9**; provided, however, that in the event Tenant encloses or marks the Northeast Parking Area, then the total number of striped spaces inside such Northeast Parking Area (marked as required pursuant to this Section) shall reduce the total number of spaces outside the Northeast Parking Area available for use by Tenant, for as long as such enclosure or marking remains. By way of example only, if the Northeast Parking Area contains 50 parking spaces, in the event Tenant encloses or otherwise marks the Northeast Parking Area, then for as long as such enclosure or marking remains, Tenant shall have non-exclusive access to and the right to use 189 parking spaces in the remaining unenclosed or marked portions of the Parking Lot, for the purposes described in this **Section 9**. In the event Tenant encloses or marks the Northeast Parking Area as permitted by this **Section 9**, (i) the area so enclosed shall, for so long as the enclosure or marking remains, be maintained and repaired exclusively by the Tenant, and be used exclusively by Tenant’s employees for municipally owned or leased vehicles; and (ii) Tenant shall in no event be permitted to remove the enclosure or marking around the Northeast Parking Area and return the maintenance and repair obligations therefor to Landlord, unless, in connection with and at the time of the tenant’s removal of the enclosure or marking, the condition of the Northeast Parking Area is returned to a condition substantially similar to, or better than, the condition thereof at the time of the installation of the enclosure or marking. Notwithstanding anything to the contrary in this **Section 9** or otherwise in this Lease, in all events, Landlord shall have the right from time to time, in its sole discretion, to designate, by notice to the Tenant, which parking spaces Tenant is able to use in the Parking Lot for its employees and visitors.

10. **Signage.** Landlord hereby grants to Tenant all the signage rights and signage obligations with respect to the Leased Premises, and Tenant shall undertake the same, together with any maintenance or repair obligations related thereto, (a) at its sole cost and expense, (b) in compliance with all applicable Laws, and (c) only with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, Tenant shall be responsible for the installation, maintenance, and repair of any standard suite or directional signage in the interior of the Leased Premises (x) at its sole cost and expense, (y) in compliance with all applicable Laws, and (z) only with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord agrees to remove all of its exterior signage from the Building prior to the Lease Commencement Date.

11. **Tenant Improvements.** Tenant, at its own expense, shall have the right during the Lease Term to make alterations, additions and improvements in and to the Leased Premises, with the prior written approval of Landlord.

12. **Security/Safety Services.**

a. As of the date of this Lease, Landlord provides the following security/safety services for the Building, including the Leased Premises (except as may be limited by this **Section 12**), and agrees to continue to provide the same subject to the

provisions of this **Section 12**, and any security/safety services for the Leased Premises or for Tenant's benefit in excess of the following shall be by Tenant, at Tenant's sole cost and expense:

i. One employee to staff the security desk ("**Desk Personnel**"), during Building Hours as set forth in "**Exhibit D**" attached hereto and incorporated into this Lease by reference;

ii. A computer generated integrated security system with card key access, glass break sensors, parking lot call boxes and security camera system ("**Key Card System**"), which equipment Landlord will make available for Tenant's use; provided that in all events the operation and administration thereof for use by Tenant shall be by Tenant, at Tenant's sole cost and expenses; and

iii. A sprinkler system for the Property, including, with respect to the data center located within the Leased Premises, an on-site monitoring and pre-action system ("**Sprinkler System**").

b. In the event that Landlord, in its sole discretion, determines that as a result of Tenant's occupancy it is desirable to provide any additional employees to act as Desk Personnel in order to provide the level of service by the Desk Personnel provided at the Property as of the date of this Lease, then the cost of such additional employees shall be at the full cost and expense of Tenant, for so long as Tenant occupies the Leased Premises.

c. For so long as Landlord, by the terms of this **Section 12**, provides the Key Card System for operation and administration by Tenant's employees at Tenant's sole expense, Landlord will work with Tenant's information technology staff to provide (at Tenant's sole cost and expenses) security card access to the Leased Premises for Tenant's employees, by a separate panel, in such a manner so as to (i) not allow Tenant's employees access to other portions of the Property retained by the Landlord and (ii) limit access to the Leased Premises by Landlord's employees, except access to any Cafeteria/Break Room Space as may be permitted to Landlord's employees pursuant to **Section 3.c** of this Lease. Any separate panel or card access for Tenant's use shall be by Tenant, at Tenant's sole cost and expenses and shall in all events be administered and operated by Tenant.

d. In the event that HRB Deployment & Support, LLC ceases its occupancy of the Warehouse Premises at the Building, then in such event, Landlord shall have no further obligation to provide or perform and shall no longer provide or perform the following for the Building and Leased Premises, so long as Landlord delivers written notice of its intention to cease providing the following at least ninety (90) days prior to the date such services are discontinued:

i. provide any Desk Personnel with respect to the Leased Premises,

ii. provide the Key Card System for Tenant's operation and administration in the Leased Premises; provided that in such event, Landlord agrees to leave the equipment therefor, in its as-is condition, in the Leased

Premises for Tenant's administration and use, and if needed, Tenant's maintenance, repair or replacement, at Tenant's sole cost and expense; and

iii. administer the Sprinkler System within the Leased Premises; provided that in such event, Landlord agrees to leave the equipment therefor, in its as-is condition, in the Leased Premises for Tenant's administration and use, and if needed, Tenant's maintenance, repair or replacement, at Tenant's sole cost and expense.

e. Tenant has agreed and hereby consents to the installation by Landlord of certain cabinets in the data center located in the Leased Premises, which consent shall be irrevocable unless and until Landlord, or any affiliate thereof, no longer occupies space in the Building.

13. Insurance.

a. Tenant waives all claims against Landlord for damage to any property (including, without limitation, documents, files or work products), or injury or death of any person in, upon or about the Leased Premises arising at any time and from any cause other than solely by reason of the gross negligence or willful act of Landlord, its employees or contractors. The provisions of this Section shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

b. During the Lease Term, the Landlord acknowledges that the Tenant is anticipated to maintain a Risk Retention Plan by accounting for and financing its insured and uninsured risks of loss from funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in RSMO 537.600 or other applicable law. The Tenant may elect in order to limit the Tenant's exposure, to obtain from time to time an excess liability policy with a Self-Insured Retention of \$2,800,000 through a commercial insurer. The Landlord accepts such Risk Retention Plan in lieu of a commercial general liability insurance policy; provided that in the event Tenant does not maintain such a Risk Retention Plan, Tenant shall be required, at its sole cost and expense, to procure and keep in effect comprehensive general liability insurance with respect to Tenant's use and occupancy of the Leased Premises, including contractual liability, with minimum limits of liability of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury or death, and property damage. From time to time. Tenant shall increase the limits of such policies to such higher limits as Landlord reasonably requires. Such insurance shall be issued by insurers acceptable to Landlord, shall name Landlord as an additional named insured, shall specifically include the liability assumed by Tenant, and shall provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord. Further, said insurance policies shall provide that Landlord shall receive thirty (30) days' notice from the insurer prior to any cancellation or change of coverage.

c. The Risk Retention Policy, and any umbrella or other insurance policies, which Tenant is required to maintain during the Lease Term, shall be written as primary policies for the acts or omissions of Tenant, not contributory with or secondary to coverage that Landlord is required to maintain. If, at any time during the Lease Term, Tenant fails to

maintain the Risk Retention Plan, or any insurance policy, which Tenant is required to maintain under this Lease, then Landlord shall have the right (but not the obligation), after providing thirty (30) days written notice to Tenant, to procure such insurance and Tenant shall pay to Landlord, promptly upon delivery of a written demand therefor, the costs and expenses thereof together with interest from the date Landlord first made any expenditures therefor, for the period of such non-compliance by Tenant.

d. Tenant, at its sole cost and expense, shall provide and maintain property insurance for the Leased Premises (provided, however the Risk Retention Policy, if in compliance with the provisions of subsection c above, may replace a separate insurance policy for the foregoing), and such shall include coverage for the FF&E and for any other fixtures, equipment, personal property and other leasehold improvements installed and paid for by Tenant at the Leased Premises. Landlord, at its sole cost and expense, shall provide and maintain property insurance for the Property, with the exception the FF&E and other fixtures, equipment, personal property and other leasehold improvements installed and paid for by Tenant at the Leased Premises (as Tenant shall either insure or provide its Risk Retention policy subject to **Subsection 13.b** of this Lease with respect to such matters). Notwithstanding the foregoing, or anything in this Lease to the contrary, on or before the Lease Commencement Date, each of Tenant and Landlord shall provide the other party hereto with certificates evidencing the insurance required to be maintained by the providing party under this Lease with respect to the Leased Premises, or the Property.

e. Each party hereto shall look first to any insurance in its favor and in force before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty. To the extent that such insurance is in force and collectible and to the extent permitted by Law, Landlord and Tenant each hereby releases and waives all right to recovery against the other or anyone claiming through or under the other by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if the insurance policies of Landlord and Tenant provide that such release or waiver does not invalidate the insurance; each party agrees to use its commercially reasonable efforts to include such a provision in its applicable insurance policies. If the inclusion of said provision would involve an additional expense, either party, at its sole expense, may require such provision to be inserted in the other's policy.

14. **Fire or Other Casualty.** If the Leased Premises or any portion of the Building necessary for Tenant's occupancy of the Leased Premises are damaged by fire, earthquake, act of God, the elements or other casualty, in each case insured against by either (x) Landlord's fire and extended risk insurance policy (or other coverage) covering the Building or (ii) Tenant's insurance policy (or Risk Retention Policy) with respect to the Leased Premises and the FF&E or other personal property of Tenant, provided the full amount of insurance proceeds necessary to repair and rebuild the Building are made available to Landlord, Landlord shall immediately repair the same if such repairs can be completed within one hundred eighty (180) days after commencement of such repairs. This Lease shall remain in full force and effect except that an abatement of rents shall be allowed Tenant for that part of the Leased Premises rendered unusable by Tenant in the conduct of its business during the time such part is so unusable, to the extent Landlord is reimbursed by loss of rent income or other insurance. If such repairs cannot, in Landlord's opinion, be made within one hundred eighty (180) days, or if such damage or destruction is not fully insured against by Landlord's fire and extended coverage insurance policy covering the Building (or all proceeds

required to repair the same are not made available to Landlord), Landlord may elect, upon notice to Tenant within thirty (30) days after the date of such fire or other casualty, to repair or restore such damage, in which event this Lease shall continue in full force and effect, but rents shall be partially abated as provided in this **Section 14**. If Landlord elects not to make such repairs, this Lease shall terminate as of the date of such election by Landlord. In no event shall Landlord be liable to Tenant for damages resulting from any casualty described in this **Section 14**. If, after the first seven (7) years of the Lease Term, seventy percent (70%) or more of the Building is damaged by any such casualty, either Tenant or Landlord may terminate the term of this Lease as of the date of such damage by delivering written notice of termination to the other party within sixty (60) days after the date of the casualty, in which event the date of the casualty shall be deemed the Expiration Date for all purposes hereunder. If the Lease is terminated pursuant to this provision, all insurance proceeds which are paid or payable in respect of such casualty from all applicable insurance policies shall be irrevocably and unconditionally assigned to Landlord prior to the effective date of the termination.

15. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, or shall be conveyed in lieu thereof, this Lease shall terminate as to the part so taken or conveyed in lieu of taking, as of the date of taking or conveyance in lieu of taking, and, in the case of partial taking (or conveyance in lieu thereof), either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken (or conveyed in lieu of taking) shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Leased Premises. In the event of a taking, or conveyance in lieu thereof, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest which may be paid or made in connection with such taking or conveyance in lieu thereof, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Building (or a conveyance in lieu thereof), which does not result in a termination of this Lease, the rent to be paid shall be reduced by the same percentage as the percentage amount of the reduction in square feet of Floor Area in the Leased Premises by such partial taking or conveyance in lieu thereof.

16. **Assignment and Subletting.** Tenant may not assign this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, if the Tenant desires to sublet a portion of the Leased Premises, to an entity funded in whole or in part by the Tenant, then it shall advise the Landlord in writing of the name of such entity, the purposes served by such entity, the proposed space to be utilized by such entity and the proposed use thereof, and the proposed term of such sublet, and Landlord shall respond within twenty (20) days with its consent or denial to such sublet, (which shall not be unreasonably withheld conditioned or delayed); provided that if neither timely respond, then consent shall be deemed given for such sublet on the terms stated in such written notice. Such sublet will not in any manner alleviate any of the Tenant's responsibilities or obligations under this Lease, and any such subletting entity shall be liable, jointly and severally with Tenant, with respect to the performance of Tenant's obligations under this Lease. Without limiting the generality of the foregoing, the parties hereto acknowledge that as a part of the Tenant's municipal functions it is allowed to contract with third parties to use, subject to the terms and provisions of this Lease, limited portions of the Leased Premises for limited durations (not more than thirty (30) consecutive days), for activities furthering its municipal functions including without limitation training that may be provided to Tenant's employees, and

their agents and contractors and/or members of the public in limited portions of the Leased Premises such as the training rooms and auditorium, but with the understanding that any such entity is the agent of the Tenant which shall remain liable, jointly and severally, with respect to the performance of Tenant's obligations under this Lease. If Landlord consents to any such assignment or subletting, Tenant shall remain fully and primarily liable to Landlord, in all respects, under this Lease. Tenant may not otherwise assign this Lease or sublet the Leased Premises. Anything contained in the foregoing provisions of this **Section 16** to the contrary notwithstanding, neither Tenant nor any other person or entity having an interest in the possession, use or occupancy of the Leased Premises shall possess, use or occupy the Leased Premises, or any part thereof, in violation of any terms, covenants and conditions of this Lease on the part of Tenant to be performed hereunder.

17. **Notices.** All notices, consents, approvals or other communications (each, a "**Notice**") required to be given under this Lease or pursuant to law shall be in writing and, unless otherwise required by law, shall be either personally delivered (against a receipt), or sent by reputable nationally-recognized overnight courier service, addressed to the party which is to receive such Notice as follows:

To Landlord:

HRB Deployment & Support, LLC
One H&R Block Way
Kansas City, Missouri 64105
Attn.: Facilities

With a copy to:

HRB Deployment & Support, LLC
One H&R Block Way,
Kansas City, Missouri 64105
Attn: The Legal Department

To Tenant:

City of Kansas City, Missouri
General Service Department
Attn: Real Estate Manager
414 E. 12th St.
City Hall, 17th Floor
Kansas City, Missouri 64106

With a copy to:

Office of the City Attorney
Attn: City Attorney
414 E. 12th St.
City Hall, 23rd Floor
Kansas City, Missouri 64106

Notices shall be deemed given when sent in the manner described above; however the time period to respond to any such notice shall run from the date of receipt by the Landlord or Tenant, as the case may be (rejection shall be deemed receipt).

18. **Captions.** The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Lease nor in any way affect this Lease or the construction of any provisions hereof.

19. **Severability.** If any clause or provision of this Lease or the application thereof to any person or circumstance becomes illegal, invalid or unenforceable to any extent because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Lease Term, the intention of the parties hereto is that the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20. **Subordination and Attornment.** The Landlord will notify Tenant upon execution of this Lease of any existing Mortgage or other lien interest granted by the Landlord in the Property. This Lease is subject and subordinate to the lien of any mortgages (or deeds of trust) or any liens resulting from any method of financing or refinancing now or hereafter existing against all or a part of the Property (collectively referred to as "**Mortgage**") and to include all renewals, modifications, replacements, consolidations and extensions thereof, provided, that the holder of such Mortgage shall be deemed to have consented to the Tenant's continued presence and interest pursuant to this Lease, including the provisions of this **Section 20**. This clause shall be self-operative and no further instrument of subordination shall be required. Notwithstanding the above, upon Landlord's request, Tenant will execute and deliver to Landlord such instruments as may be necessary or convenient to promptly confirm such subordination of Tenant's rights hereunder to the liens of any Mortgages against all or a part of the Property, and to all renewals, modifications, replacements, consolidations, and extensions thereof, and shall execute and deliver all documents requested by a mortgagee or security holder to confirm such subordination, provided, however, such subordination agreement shall include a statement that such party shall not disturb Tenant's rights under this Lease or its occupancy of the Leased Premises so long as Tenant is not in default under this Lease beyond the expiration of any applicable notice and grace periods. If any liens are created in favor of Tenant pursuant to any provision of this Lease, such liens shall be deemed, without the execution of any confirmatory agreement, to be subordinate to the lien of any Mortgage now or hereafter covering any part of the Property and all advances made or hereafter to be made upon the security thereof.

21. **Liens.** Tenant shall keep the Property, the Building and the Leased Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any claim of lien be filed against the Property, the Building and the Leased Premises by reason of any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant shall cause the same to be discharged of record by bond or otherwise within 20 days after notice of the filing thereof. Should Tenant fail to discharge such lien within such 20-day period, then Landlord may, in addition to Landlord's other remedies and without investigating the validity or propriety of such lien, discharge the same, in which event Tenant shall reimburse Landlord, on demand, as additional rent, for the costs incurred by Landlord in connection therewith.

22. **Estoppel Certificate.** At any time and from time to time, Tenant, on or before the date specified in a request therefor, which date shall not be earlier than ten (10) days from the making of such request, shall execute, acknowledge and deliver to Landlord, a certificate evidencing (a) whether or not this Lease is in full force and effect, (b) whether or not this Lease has been amended in any way, (c) whether or not there are any existing defaults on the part of the Landlord to the knowledge of the certifying party and specifying the nature of such defaults, if any, and (d) the date to which rent, and other amounts due hereunder, if any, have been paid. Each certificate delivered pursuant to this **Section 22** may be relied on by any prospective purchaser, assignee or transferee of Landlord's interest hereunder.

23. **No Waivers.** Failure by either party in any instance to insist upon the strict performance of any one or more of the obligations of the other party under this Lease, or to exercise any election contained in this Lease, shall in no manner be or be deemed to be a waiver by such party of any defaults or breaches hereunder or of any of its rights and remedies by reason of such defaults or breaches, or a waiver or relinquishment for the future of the requirement of strict performance of any and all of the defaulting party's obligations hereunder. Further, no payment by Tenant or receipt by Landlord of a lesser amount than the correct amount of Lease Rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Landlord may accept any checks or payments as made without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or otherwise provided at law or in equity.

24. **Indemnification.**

a. **Tenant Indemnification.** To the maximum permitted by law, and subject to appropriations therefor, Tenant will at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may result from, occur or be claimed with respect to any person or persons, or property (i) on or about the Property or Building or to the Building resulting from any willful act done or grossly negligent omission by or through the Tenant, its agents, employees, customers, invitees, or any person on or about the Property or Building by reason of Tenant's use or occupancy or possession of said property, (ii) any fenced or otherwise secured parking area of the property used exclusively by Tenant, and (iii) any material breach by Tenant of any obligation of Tenant set forth in this Lease. Tenant, as a municipal corporation, maintains a Risk Retention Plan by accounting for and financing its insured and uninsured risk of loss from funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in RSMO 537.600 or other applicable law. Tenant elects, in order to limit the Tenant's exposure, to obtain from time to time an excess liability policy with Self-Insured Retention of \$2,800,000 through a commercial insurer. To the extent Tenant obtains such a policy, it shall, at all times during the Lease Term, designate Landlord as an additional insured. Tenant may separately insure its interest against loss, liability, cost or damages to Tenant, its agents, employees, customers or invitees or its or their property occasioned by bursting or leaking of the water, gas, sprinkler, radiator or plumbing pipes or fixtures in the Building, the backing up of any drains, any defects in or failure of any electrical or mechanical system, or for damage occasioned by water, snow or ice on the roof or walks, notwithstanding the care therefor might be the responsibility of the Landlord.

b. **Landlord Indemnification.** The Landlord shall defend and indemnify, hold harmless, protect and save Tenant and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever (“claims”) for the injury to or death of persons or damage to property, including property owned by Tenant and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by Tenant, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) the gross negligence or willful misconduct of Landlord, its officers, agents, employees, including volunteers, contractors, patrons, or Landlord’s invitees (ii) any violation of law, ordinance or governmental regulations or orders of any kind by the Landlord’s officers, agents, employees, including volunteers, contractors, patrons, or Landlord’s invitees; or (iii) any contaminating materials in and around the Premises placed there by the Landlord’s officers, agents, employees, including volunteers, contractors, patrons, or Landlord’s invitees.

25. **Default and Remedies.** If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Leased Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon thirty (30) days prior written notice, excepting the payment of rent or additional rent for which demand or notice shall be necessary but limited to a ten (10) day written notice, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited to, attorney’s fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord’s part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default

of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default.

a. If Tenant fails to perform any obligation on its part to be performed under this Lease, Landlord shall have the right (i) if no emergency exists, to perform the same after giving thirty (30) days' notice to Tenant; and (ii) in the event of an emergency situation, to perform the same immediately without notice or delay. Tenant shall on demand reimburse Landlord for the reasonable costs incurred by Landlord in rectifying Tenant's defaults, including reasonable attorney's fees. Landlord shall not be liable or in any way responsible for any loss, inconvenience or damage resulting to Tenant for any action taken by Landlord pursuant to this *Section 25.a*.

b. In case suit shall be brought because of the breach of any obligations under this Lease, the prevailing party shall be entitled to recover all expenses incurred in connection with such breach, including reasonable attorney's fees.

c. Landlord's rights and remedies shall be cumulative and may be exercised and enforced concurrently, and no right or remedy of Landlord shall be deemed to be exclusive.

26. **Successors.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord or as otherwise authorized in this Lease shall vest any rights in the assignee or subtenant of Tenant.

27. **Quiet Enjoyment.** Landlord represents that it has full power and authority to enter into this Lease. So long as Tenant is not in default in the performance of its covenants and agreements in this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through or under Landlord.

28. **Entire Agreement.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. The recitals at the beginning of this Lease are incorporated into this Lease and made a part of the agreement set forth in this Lease.

29. **Holding Over.** If Tenant remains in possession of the Leased Premises after the expiration of the Lease Term, without the execution of a new lease, then, at Landlord's option, Tenant shall be deemed to be occupying the Premises as a month to month Tenant, subject to all the provisions of this Lease insofar as they are applicable to a month to month tenancy, but at a daily

rental of 150% of the per day Lease Base Rent provided under this Lease, computed on the basis of a thirty (30) day month together with additional rent hereunder.

30. **TRIAL BY JURY WAIVER.** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES. TENANT HEREBY WAIVES ALL RIGHT TO BRING A COUNTERCLAIM(S) AGAINST LANDLORD IN ANY ACTION OR PROCEEDING BROUGHT BY LANDLORD AGAINST TENANT FOR THE NON-PAYMENT OF ANY RENT OR ADDITIONAL RENT PAYABLE HEREUNDER.

31. **Force Majeure.** Whenever a period of time is specified for performance or taking of an action by a party, such period of time shall be extended by the number of days that such performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the control of the performing party.

32. **End of Lease Term.** On the Lease Expiration Date or on any earlier termination of this Lease or upon any reentry by Landlord to the Leased Premises, Tenant (together with any party claiming by, through or under Tenant) shall peaceably quit and surrender the Leased Premises to Landlord broom-clean and in good order and repair (subject to Landlord's obligations maintenance obligations under this Lease and except for reasonable wear and tear), and (ii) at its expense, remove from the Premises Tenant's office supplies, moveable office furniture, moveable office equipment and personal property ("**Tenant's Property**"), and any of Tenant's Property not so removed may, at Landlord's option and without limiting Landlord's right to compel the removal thereof, be deemed abandoned, in which event Landlord, in addition to its other rights and remedies and without liability to Tenant or to any other party, shall be entitled to retain such property as its own free and clear of all claims of Tenant or any other party. The removal of any of Tenant's Property shall be at Tenant's expense and Tenant shall not damage the Building or the Leased Premises during the course of such removal. Any expense incurred or damage suffered by Landlord in connection with such removal may, without limiting Landlord's other rights and remedies, be charged to Tenant.

33. **Realtor's Commission.** Tenant hereby represents that Cushman & Wakefield, U.S., Inc., is acting as Tenant's agent for this transaction pursuant to that certain Representation Agreement dated May 24, 2017. Upon the satisfaction of the conditions precedent in **Section 1** of this Lease, the Landlord shall pay to Tenant's agent a real estate commission based on an agreement separate from such Representation Agreement. The Landlord has separately retained other brokers within Cushman & Wakefield, U.S., Inc. on its behalf, acknowledges the dual representation and shall be responsible for the commissions due them. Except for the foregoing, each party represents to the other that no other broker, finder or intermediary is involved in the leasing of the Premises. Each party hereby indemnifies and agrees to hold the other parties harmless from and against any and all costs arising or resulting, directly or indirectly, out of any claim by any broker or finder in connection with this transaction due to their respective acts.

34. **Access to Leased Premises.** Landlord, its agents and employees, shall have upon reasonable prior notice to Tenant (except in the event of an emergency, when Landlord shall notify

Tenant as soon as possible of the entry) the right to enter the Leased Premises (and the portion of the Parking Lot to be fenced off by Tenant) at any time for any customary and reasonable purpose. Landlord expressly reserves the right to run necessary pipes, conduits and ducts through the Leased Premises and to carry on work in the vicinity thereof, and Tenant hereby waives any claim for damages or inconvenience caused by reason thereof; provided, however, any damage to the Leased Premises caused by Landlord as a result of Landlord's entry shall be repaired by Landlord at its expense.

35. **Amendment.** This Lease may not be amended, modified or terminated, in whole or in part, nor may any of the provisions be waived, except by a written instrument executed by the party against whom enforcement of such amendment, modification, termination or waiver is sought.

36. **Governing Law.** This Lease shall be governed by and construed in accordance with the law of the State of Missouri, without regard to the conflicts of law principles thereof.

37. **Counterparts.** This Lease may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A facsimile or electronic signature shall be binding as an original signature

38. **Non-Appropriation.** Funding under this Lease is contingent upon appropriation and availability of funds. The parties recognize that Tenant intends to satisfy its financial obligation to the Landlord hereunder out of funds annually appropriated for that purpose by the Tenant. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due hereunder, Tenant shall immediately notify the Landlord of this occurrence. The City Manager through the Director of General Services will use their reasonable efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in the Tenant's annual budget for each fiscal year during the term of this Lease and shall request adequate funds to satisfy the annual obligations of Tenant in a reasonable manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:
HRB Deployment & Support, LLC

By: _____
Name: _____
Title: _____

TENANT:

City of Kansas City, Missouri, a constitutional charter city and political subdivision
By and Through its Department of General Services

By: _____
Name: Earnest Rouse
Title: Director of General Services

Approved as to form:

Amelia J. McIntyre
Associate City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

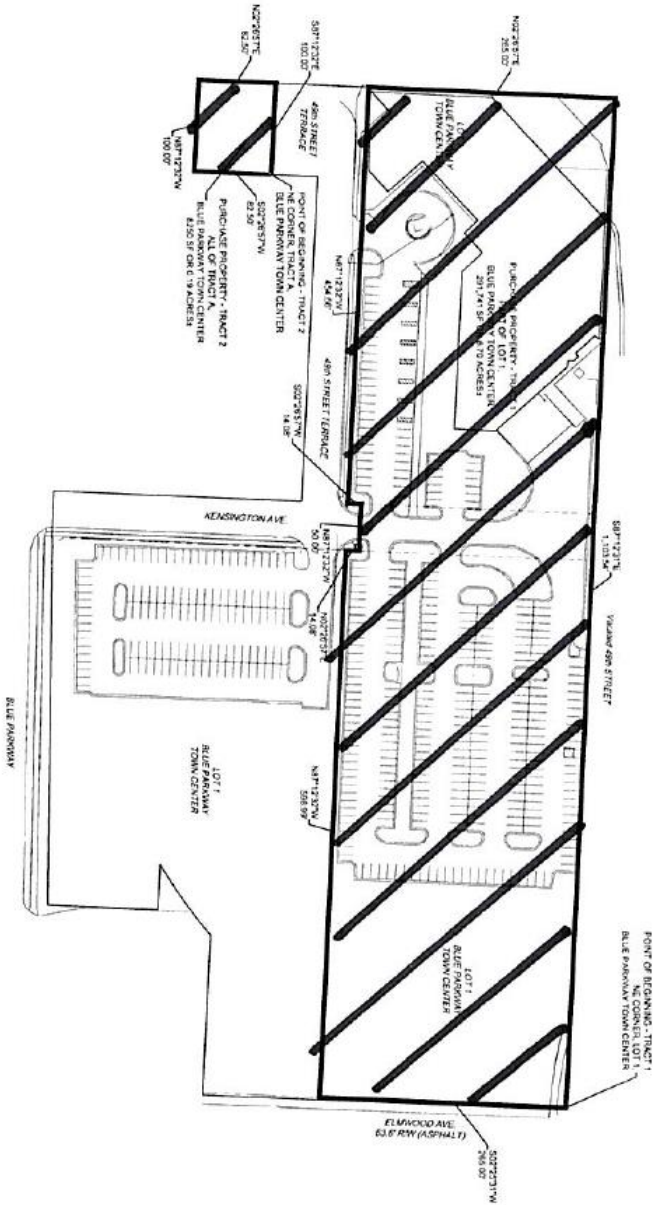
EXHIBIT A-1

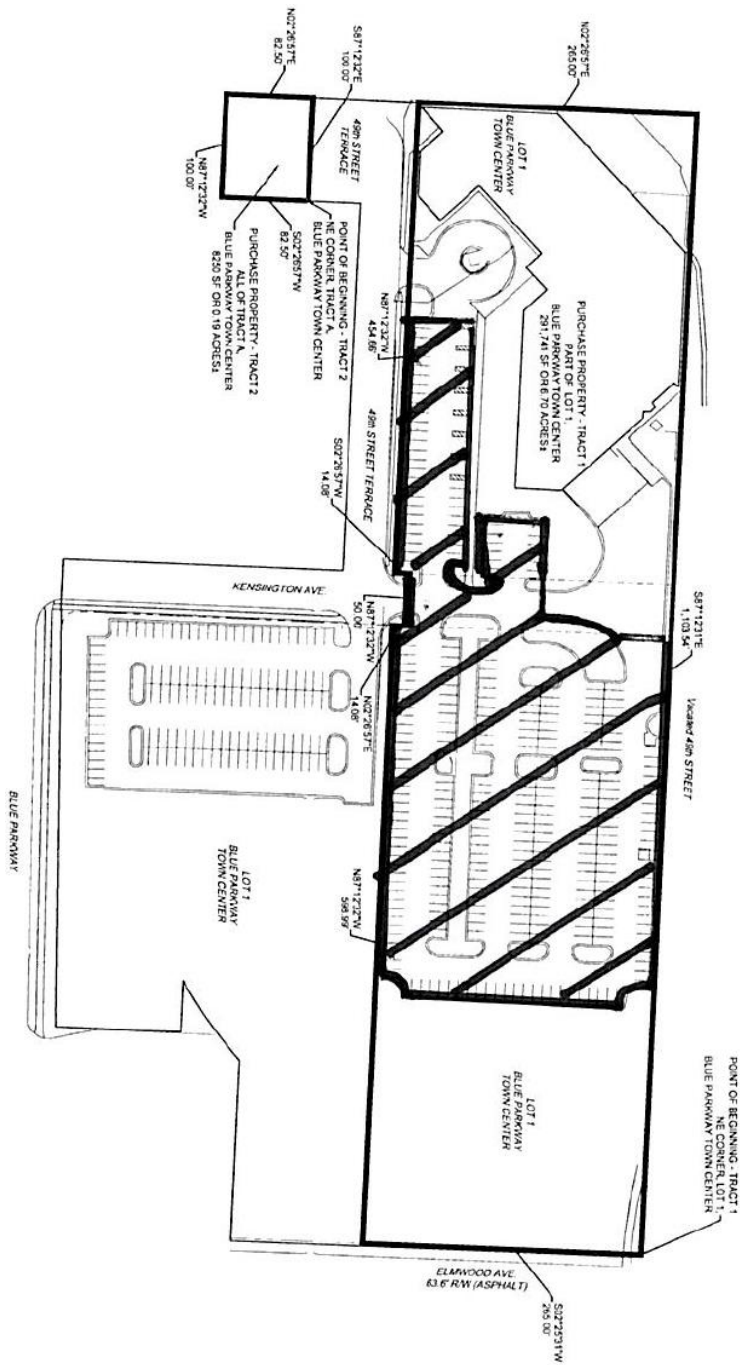
LEGAL DESCRIPTION OF LAND

**[BEING FINALIZED - METES AND BOUNDS LEGAL DESCRIPTION OF THE ENTIRE
SITE, INCLUDING BUILDING AND PARKING LOT]**

EXHIBIT A-2

“PROPERTY, INCLUDING BUILDING AND PARKING LOT”
(Hatched Areas on following 2 pages show entire Property, including land, Building and Parking Lot)

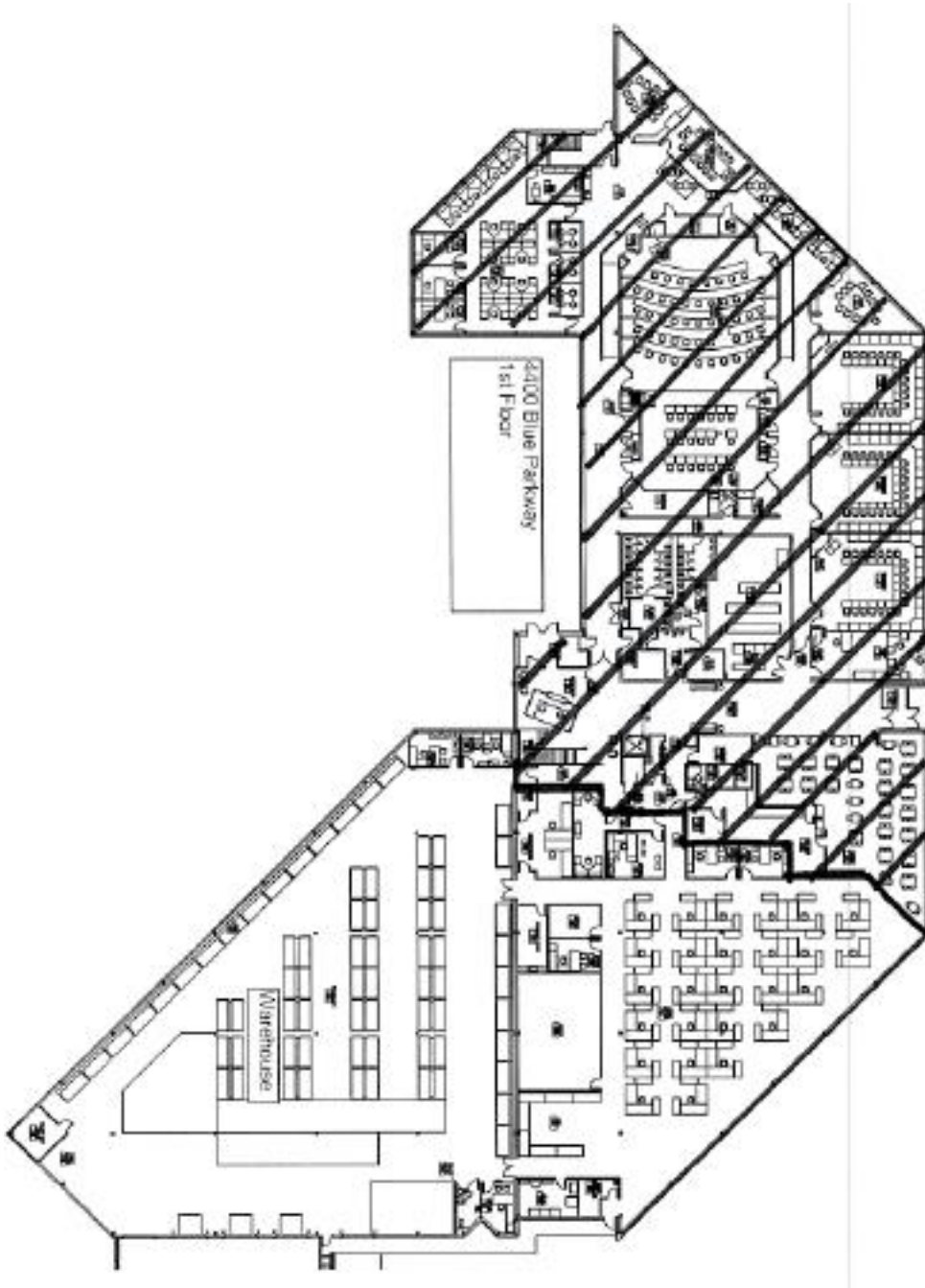




(Hatched Area above shows Parking Lot Only)

EXHIBIT B-1

“LEASED PREMISES”
(Hatched Area Below – 2 Pages)



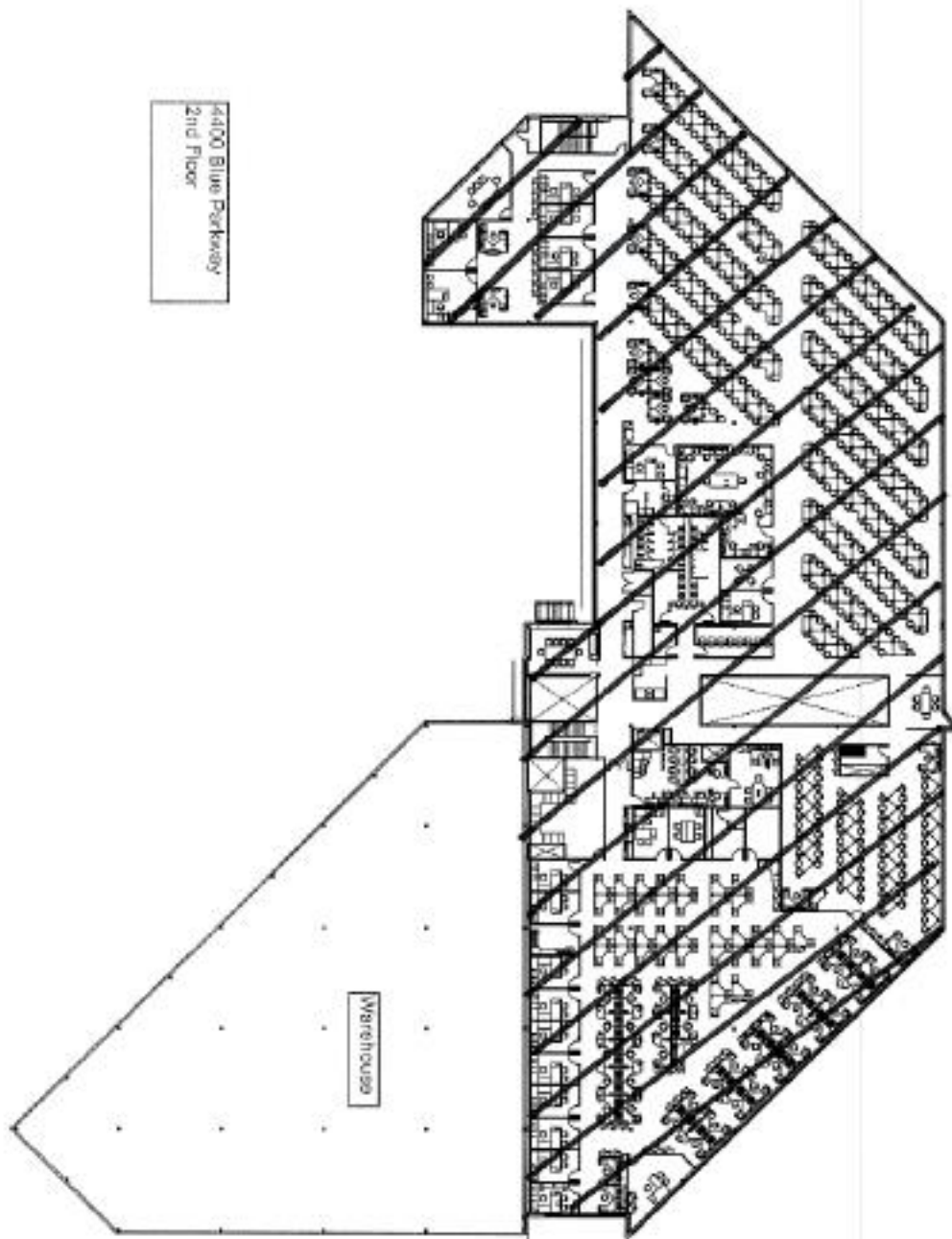


EXHIBIT B-2
“WAREHOUSE PREMISES”
(Hatched Area Below)

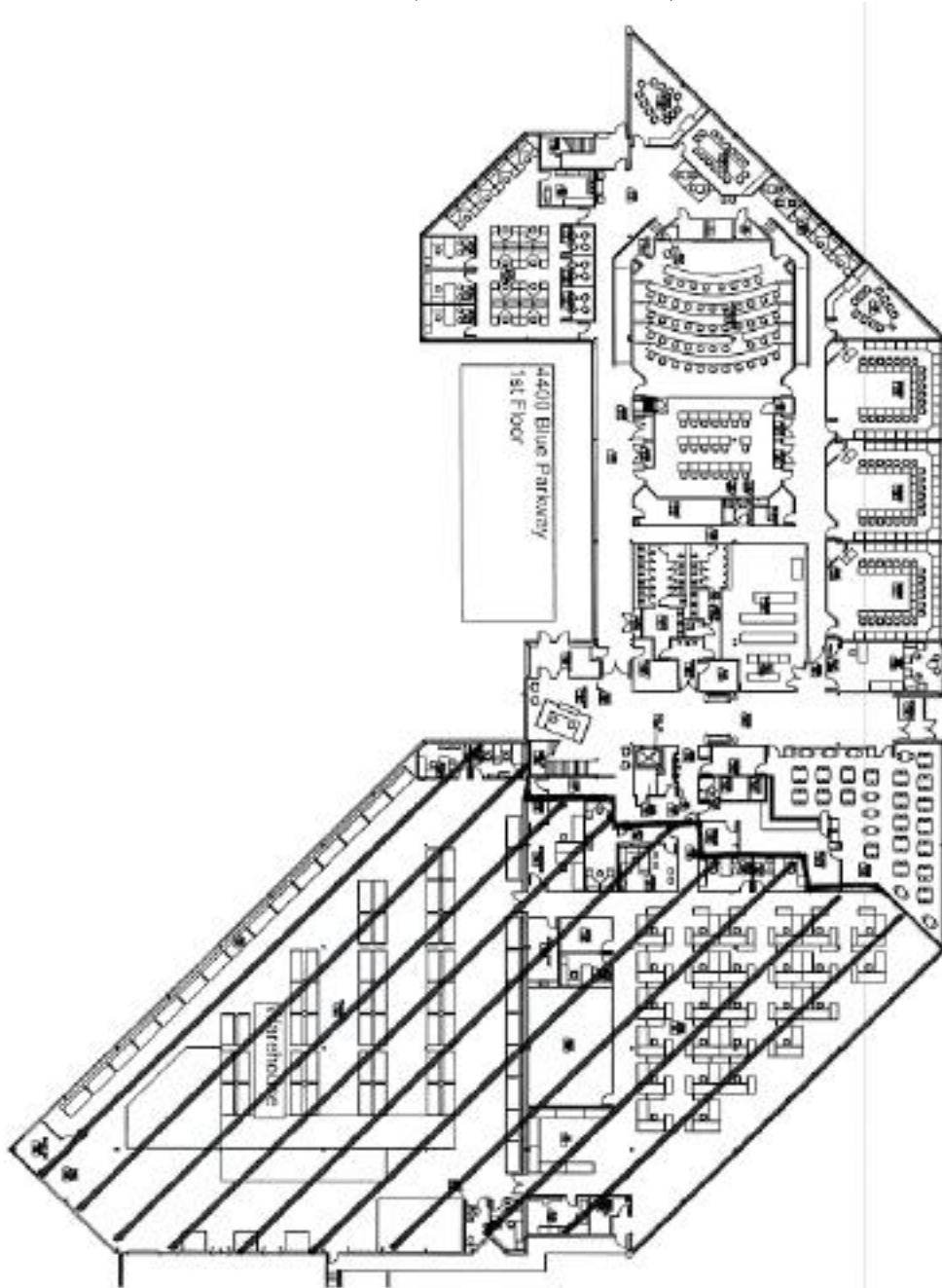


EXHIBIT B-3 “NORTHEAST PARKING AREA”

Google Maps

Exhibit B-3 - City Secured Parking



Fenced Parking lot with gates on west entrance.
Total of 94 parking spaces.

EXHIBIT C
RENT

First full six (6) calendar months of Lease Term: \$49,555.00 per month

Seventh calendar month through last month at the end of the Lease Term:

\$63,182.63 per month for the twelve month period, then
annual increases of two percent (2%) for each calendar
year and for the final partial calendar year, thereafter.

As further set forth in the following Rental Schedule, which shall in all events control:

(See attached)

**4400 Blue Parkway
City of Kansas City, MO
Rent
Schedule**

| <u>Month</u> | <u>Annual Rent</u> | <u>Rent per month</u> |
|--------------|--------------------|-----------------------|
| 1-6 | | \$ 49,555.00 |
| 7-18 | \$ 758,191.56 | \$ 63,182.63 |
| 19-30 | \$ 773,355.39 | \$ 64,446.28 |
| 31-42 | \$ 788,822.50 | \$ 65,735.21 |
| 43-54 | \$ 804,598.95 | \$ 67,049.91 |
| 55-66 | \$ 820,690.93 | \$ 68,390.91 |
| 67-78 | \$ 837,104.75 | \$ 69,758.73 |
| 79-90 | \$ 853,846.84 | \$ 71,153.90 |
| 91-102 | \$ 870,923.78 | \$ 72,576.98 |
| 103-114 | \$ 888,342.25 | \$ 74,028.52 |
| 115-126 | \$ 906,109.10 | \$ 75,509.09 |
| 127-138 | \$ 924,231.28 | \$ 77,019.27 |
| 139-150 | \$ 942,715.91 | \$ 78,559.66 |
| 151-162 | \$ 961,570.22 | \$ 80,130.85 |
| 163-174 | \$ 980,801.63 | \$ 81,733.47 |
| 175-180 | | \$ 83,368.14 |

**EXHIBIT D
BUILDING HOURS**

Tax Season Hours (Approximately January 2 through April 16 – Landlord reserves the right to vary such dates)

Monday through Friday: 6:00 am to 10:00 pm
Saturday: 6:00 am to 5:30 pm

Non-Tax Season Hours (Approximately April 17 through January 1 - Landlord reserves the right to vary such dates)

Monday through Friday: 6:00 am to 6:30 pm