

SUBLEASE

**NEGOTIATIONS ARE CONTINUING AND THIS FORM MAY DIFFER FROM WHAT IS
SUBSEQUENTLY EXECUTED ON BEHALF OF THE CITY.**

THIS SUBLEASE (the “Sublease”) is made as of December ____, 2017, between HRB Deployment & Support, LLC, as the successor-in-interest to H & R Block Tax Services, Inc., (“Sublandlord”) and the City of Kansas City, Missouri, a constitutionally chartered municipal corporation by and through its Department of General Services (“Subtenant” or sometimes “City”).

WITNESSETH:

WHEREAS, Pursuant to a Commercial Office and Warehouse Building Lease dated October 14, 1999, between Swope Community Builders, formerly known as Midtown Community Development Corporation, as the “Landlord” thereunder, whose interest is now held by CBKC Commercial L.L.C., a Delaware limited liability company (“Landlord”), and H&R Block Tax Services, Inc., predecessor-in-interest to Sublandlord, as the “Tenant” thereunder, as amended by that certain First Amendment to Commercial Office and Warehouse Building Lease dated August 1, 2004 (collectively, the “Lease”), Sublandlord leased from Landlord that certain Premises described with particularity under the Lease consisting of approximately 84,282 square feet of space in the Building located at 4400 East Blue Parkway, Kansas City, Missouri 64130. A copy of the Lease, including all amendments, is attached hereto and made a part hereof as **Exhibit A**. All capitalized terms not defined herein shall have the meanings ascribed to them in the Lease; and

WHEREAS, Upon full execution and delivery of this Sublease, and the passage of the Committee Substitute for Ordinance No. 170753 authorizing the execution of this Sublease, and the satisfaction of the conditions precedent below, including the consent of the Landlord, Subtenant desires to sublease from Sublandlord, and Sublandlord desires to sublease to Subtenant, part of the Premises consisting of approximately 69,357 square feet of space as shown on the floor plan attached as **Exhibit B** hereto (the “Subleased Premises”), excluding the warehouse space comprised of approximately 14,926 square feet (“Warehouse Premises”), on the terms and conditions set forth herein.

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 Sublease are expressly contingent upon: (i) the Sublandlord providing proof of compliance with the tax ordinances administered by the Commissioner of Revenue as a precondition of the Subtenant making any payments under this Sublease in accordance with Section 3-61 of the Code of Ordinances of the City of Kansas City, Missouri (“City Code”), (ii) the Sublandlord providing to the Subtenant an original of the Consent, Nondisturbance and Attornment Agreement (the “CND”) substantially in the form of **Exhibit 1 [this form is omitted and is still under negotiation with the lenders and the Swope entity that is the landlord]** from the existing owner of the fee simple interest in the Project, and any lender with a security interest in the Project, so that it can be contemporaneously signed by the Subtenant upon approval of this Sublease (condition item “iv” which follows) and recorded; (iii) the notice to the Tax Increment Financing Commission of the Kansas City, Missouri (“TIF Commission”), and subsequent approval by the TIF Commission which may be

through administrative staff, to the Subtenant acquiring a sub-leasehold interest, its proposed use, proposed alternations, and an agreement on the payments in lieu of taxes (the “**PILOTS**”) payable after the Subtenant’s acquisition of the Project as set forth in Section 30 of this Sublease, subject to the Sublandlord’s ongoing obligations under Section 40 of the Lease [Lender has asked for the documentation related to the TIF and the agreement related to PILOTS, so it is unclear as of this time, as to whether there will be other changes to this section of the Sublease] and (iv) the approval of this Sublease by the City Council of the City of Kansas City, Missouri, by passage of Committee Substitute for Ordinance No. 170753 (the “**Ordinance**”), which will include an appropriation for the rental 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), (ii) and (iii) above. The satisfaction of these conditions will be documented by a letter from the Subtenant to the Sublandlord, 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 Sublease Commencement Date, pursuant to the terms and provisions of Section 4.a. of this Sublease. If Sublandlord fails to exercise commercially reasonable efforts to comply with the Condition Precedent set forth in subsection (i) and (ii) of this Section 1, then Subtenant shall have the right to terminate this Sublease by providing Sublandlord with written notice thereof, and both parties released from their obligations under this Sublease. The Sublease termination right provided in this Section shall be Subtenant’s sole and exclusive remedy in the event the Conditions Precedent are not satisfied.

2. **Sublease of Subleased Premises.** Sublandlord hereby subleases the Subleased Premises to Subtenant, and Subtenant hereby subleases the Subleased Premises from Sublandlord, on the terms and conditions set forth herein, including without limitation, the terms and conditions of the Lease set forth in **Exhibit A** attached hereto; however, any terms of the Lease which have expressly been modified by the terms of this Sublease shall only apply to Subtenant as they have been modified by the provisions of this Sublease. Subtenant is not assuming the obligations of Sublandlord, as the Tenant, under the Lease with respect to the Subleased Premises, and the Sublandlord shall continue to be responsible under the Lease for those items consistent with the full service rental being paid by the Subtenant, except as otherwise expressly set forth in this Sublease. Without limiting the foregoing, the Sublandlord will be responsible during the Sublease Term (as defined below) for the payment Taxes and PILOTS (subject to the terms and provisions of Section 30 if this Sublease), maintenance and utilities of the Subleased Premises pursuant to the terms and provisions of the Lease; provided that Subtenant agrees it shall not, without the prior written consent of Sublandlord, which shall not be unreasonably withheld, conditioned or delayed, use any apparatus, device, equipment or machine in the Subleased Premises which could materially increase the amount of any utility service used above that usually furnished, consumed or supplied in the Subleased Premises for the permitted use subject to the terms and provisions of Section 7 of this Sublease. If the Sublandlord elects to no longer make use of the Warehouse Premises during the Sublease Term (as defined in Section 4 below), the Sublandlord will notify the Subtenant in writing (“Warehouse Offer Notice”), and Subtenant will have the option to add the Warehouse Premises to the Subleased Premises, for the same remaining period of the Sublease Term, at a rental computed on a square foot basis the same as the Subleased Premises and subject to all the terms and provisions of the Lease applicable to such Warehouse Premises, by providing Sublandlord with written notice of such election (“Warehouse Acceptance Notice”) within sixty (60) days after receipt of such Warehouse Offer Notice; provided, that Subtenant’s failure to notify Sublandlord within said 60-day period shall be deemed a refusal by Subtenant. Such option to expand the Subleased Premises to include the Warehouse Premises will be exercised by the execution of an amendment to this Sublease within ninety days of the Sublandlord’s receipt of such Warehouse Acceptance Notice from Subtenant.

3. Subleased Premises.

a. On the Sublease Commencement Date (as defined in Section 4a below), Sublandlord shall deliver the Subleased Premises to Subtenant, and Subtenant shall accept the Subleased Premises, in its “**AS IS, WHERE IS**” condition, without any obligation on the part of Sublandlord to modify, alter, improve or otherwise prepare the Subleased Premises for Subtenant’s permitted use and occupancy. Notwithstanding anything in this Sublease to the contrary, Subtenant may, at Subtenant’s sole cost and expense, modify the Subleased Premises pursuant to the terms and provisions of Section 9.1 of the Lease, expressly including the installation of fencing of portions of the northeast side of the parking lot subject to the plans and specifications on **Exhibit 3a** attached hereto and the prior written approval of the Landlord [the lender has asked for more clarification of the prorated use of the parking and the type of government vehicles that will use the parking]. Additionally, Subtenant is evaluating the installation of showers for its field personnel, and will consult with the Sublandlord and the Landlord on the mechanics and engineering of that installation, and shall seek their written approval of such alteration pursuant to the terms and provisions of Section 9.1 of the Lease.

b. The furniture, fixtures and equipment located within the Subleased Premises as of the Sublease Commencement Date (collectively, the “**FF&E**”) shall remain in the Subleased Premises for Subtenant’s use during the Sublease Term. 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 Sublandlord, and Sublandlord shall have no responsibility for the maintenance, repair or replacement of such FF&E during the Sublease Term, except to the extent the need for such maintenance, repair or replacement is solely caused by the negligence or willful misconduct of Sublandlord. Upon the expiration or earlier termination of the Sublease Term, all such FF&E shall be the sole property of Subtenant, and Subtenant shall, at Subtenant’s cost and expense, be responsible for the removal of all such FF&E from the Subleased Premises to the extent such removal is required by the Lease, at Subtenant’s cost and expense, except any equipment relating to the I.T. Closets, including the independent cooling units, will remain. The terms and provisions set forth in this Subsections shall survive the expiration or earlier termination of this Sublease. During the Sublease Term the cooling units in the I.T. Closets will remain and be maintained by the Sublandlord.

c. During the Sublease Term, Subtenant shall have non-exclusive access to and the right to use the Common Areas of the Building including, without limitation, any parking areas located on or used in conjunction with the foregoing subject to the terms, obligations and conditions set forth under the Lease; provided, however, the Subtenant may, pursuant to the terms and provisions of Subsection 3.a. above, fence a part of the parking on the northeast side of the Project to secure vehicles that are left onsite subject to the terms and provisions, and alternative parking outside of that fenced area may be made available on a non-exclusive basis with Landlord and Sublandlord for vehicular parking by Subtenant’s staff and members of the public utilizing Subtenant’s services.

d. Sublandlord and Subtenant acknowledge that as of the Sublease Commencement Date of this Sublease that the Premises is 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. **Sublease Term; Early Occupancy.**

a. The term of this Sublease (the “**Sublease Term**”) shall be for five (5) years and four (4) months commencing the latter to occur of (i) January 1, 2018, or (ii) the date upon which all of the Conditions Precedent have been satisfied such that Subtenant may use and occupy the Subleased Premises as permitted hereunder (the “**Sublease Commencement Date**”), and shall continue in effect until May 17, 2023 (the “**Sublease Expiration Date**”), or such earlier date as the Lease may be terminated pursuant to the terms thereof; provided, that the Sublease Term shall be subject to earlier termination in accordance with the terms and conditions hereof [lender has asked for further clarification that the Sublease could not extend beyond the term of the base lease held by Block].

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

c. Sublandlord hereby agrees and acknowledges that Subtenant shall be permitted access to the Subleased Premises, on a rent-free basis, commencing on the passage of the Committee Substitute for Ordinance No. 170753 by the City Council for purposes of its installing furniture, trade fixtures and equipment in, to and upon the Subleased Premises. Subtenant’s access and entry into any phase of the Subleased Premises prior to the Sublease Commencement Date for purposes of installing its furniture, trade fixtures and other personal property shall not trigger the occurrence of a Sublease Commencement Date, but such early access and entry shall be subject to all of the terms and conditions set forth in this Sublease, other than the obligation to pay “Sublease Base Rent” (as defined in Section 5 below).

5. **Rents.**

a. Commencing on the Sublease Commencement Date and thereafter on or before the first (1st) day of each month through the end of the Sublease Term, prorated on a per diem basis for any partial month, Subtenant agrees to pay to Sublandlord, without any setoff or

deduction unless expressly set forth in the Lease, a fixed monthly base rental pursuant to the schedule on **Exhibit 5a** attached hereto (“**Sublease Base Rent**”). All payments of Sublease Base Rent and all other costs, charges, and other sums that may be due and owing from Subtenant under this Sublease (collectively, “**Rent**”) shall be payable by Subtenant directly to Sublandlord at One H&R Block Way, Kansas City, Missouri 64105, Attn.: Facilities, or at such other place as Sublandlord may, from time to time, designate in writing provided to Subtenant.

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

c. Notwithstanding anything set forth in this Sublease to the contrary, Subtenant shall not be responsible for the payment of Taxes (as such term is defined in Section 5.1(C) of the Lease) nor will Subtenant be responsible for the payment of any operating expenses; provided, however, Subtenant shall be solely responsible, at Subtenant’s sole cost and expense, to reimburse Sublandlord within thirty (30) days after delivery of a written demand, accompanied by invoices or other reasonable supporting documents therefore, for all costs and expenses incurred by Sublandlord in providing usual and customary janitorial and cleaning services in and about the Subleased Premises, with such frequency and level of service as specified in writing by the Subtenant, which may be adjusted at least quarterly, or as otherwise mutually agreed upon by the parties. The Sublandlord, however, acknowledges that in accordance with Section 5.1c of the Lease, the Sublandlord will be responsible for the payment of all Taxes which have not been abated and PILOTS in accordance with Section 40 of the Lease, except as otherwise set forth under the terms and provisions of Section 30 of this Sublease. Without limiting the generality of the foregoing, Sublandlord shall not be required to take provide any services or take any action which is inconsistent with applicable law, insurance regulation, or that entails excessive or unreasonable services.

6. **Other Taxes Payable by Subtenant.** Notwithstanding anything in this Sublease to the contrary, Subtenant shall reimburse Landlord upon demand, or provide payment directly to the applicable taxing authority, for any and all taxes assessed during the Sublease Term (other than net income taxes and taxes included as Taxes under the Lease), pursuant to the terms and provisions of Section 6 of the Lease, (a) upon, measured by or reasonably attributable to the cost or value of Subtenant’s equipment, furniture, fixtures and other personal property located in or upon the Subleased Premises, or by the value of any leasehold improvements made in, to or upon the Subleased Premises or Common Areas of the building by or for Tenant, regardless of whether title to such improvements shall be in Subtenant or Landlord, (b) upon or with respect to the possession, leasing, use, occupancy or business by Subtenant of or upon all or any part of the Subleased Premises, and (c) upon this Sublease or any document to which Subtenant is a party creating or transferring an interest or an estate in the Subleased Premises. The foregoing shall not be interpreted to impose upon the Subtenant the obligation to pay PILOTS under the Redevelopment Agreement, which shall remain the responsibility of the Sublandlord and Tenant until such time that the Project is purchased by the Subtenant as more fully set forth in Section 30 of this Sublease.

7. **Use of Subleased Premises.** Subtenant shall comply with the terms of the Lease relating to the permitted use and occupancy of the Subleased Premises by the “Tenant” under the Lease for general business but with the understanding that the Subtenant will use the Subleased 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 15 below [lender has asked for more definition of what is a part of the government function to be served, which may limit the City’s ability to be flexible on the future use of the property]. Subtenant shall comply with all applicable laws, ordinances and regulations of all governmental authorities and shall also comply with the terms of the Lease relating to the use of the Subleased Premises by the “Tenant” under the Lease (which terms are disclosed in Exhibit A attached hereto). Subtenant shall abide by the Rules and Regulations described in the Lease, as from time to time in force and effect.

8. **Telephone and Data Lines.** Pursuant to the terms and provisions of Article 9 of the Lease, Subtenant may install, maintain, replace, remove or use any telecommunications and computer conduit, cabling, wiring, and related equipment (collectively, the “Lines”) serving the Subleased Premises so long as (a) such Lines shall be located solely within the Subleased Premises, (b) such Lines shall not unreasonably interfere with the use of Sublandlord’s Lines at the Building, and (c) if any Lines installed by Subtenant require shielding in order to prevent such Lines from causing electromagnetic interference to any Lines installed by Sublandlord, then Subtenant shall install such shielding as reasonably necessary to eliminate such interference. The installation, maintenance, repair and replacement by Subtenant of any Lines serving the Subleased Premises shall be performed by contractors selected by Subtenant and approved in advance by Landlord and Sublandlord, which will not be unreasonably withheld or conditioned, and, at the election of Landlord, under the supervision of Landlord’s representative, at Subtenant’s sole cost and expense. All installation, maintenance, repairs and replacement work performed by Subtenant under this Section shall be performed in accordance with the respective terms and conditions of this Lease governing such activities. Subject to Section 9.4(C) of the Lease, Subtenant shall bear the costs incident to the purchase, installation, operation and maintenance of any Lines and equipment with respect thereto servicing the Subleased Premises.

9. **Parking.** Subtenant shall have non-exclusive access to and the right to use the any parking areas located on or used in conjunction with Building subject to the terms, obligations and conditions set forth under the Lease applicable to the Subleased Premises; provided, however, that pursuant to the terms and provisions set forth in Section 3.a. of this Sublease, a part of the existing parking lying to the northeast will be fenced at the Subtenant’s cost and expense and shall be used exclusively by the Subtenant and its employees for municipally owned or leased vehicles. The Subtenant will seek the approval of the Landlord so a part of the parking area to the northeast of the Building or any other parking area located on or used in conjunction with the Building may be fenced off to provide exclusive parking for Subtenant and the Subleased Premises, with such approval and consent to be attached to this Sublease as Exhibit 1, upon receipt of the same. Sublandlord hereby agrees to exercise commercially reasonable efforts to cooperate with Subtenant, at no cost or expense to Sublandlord, to obtain such approval from Landlord.

10. **Signage.** Sublandlord hereby grants to Subtenant all the signage rights and signage obligations with respect to the Subleased Premises subject to the terms and obligations

set forth under the Lease. Additionally, Sublandlord agrees to remove all of its exterior signage from the Building prior to the Sublease Commencement Date. Subtenant shall be responsible, at its sole cost and expense, for any standard suite or directional signage subject to the terms and provisions of the Lease.

11. **Subtenant Improvements.** Subtenant, at its own expense, shall have the right during the Sublease Term to make alterations, additions and improvements in and to the Subleased Premises (“Alterations”), subject to the Landlord's prior written consent if such consent is required in accordance with the terms and conditions set forth under the Lease, in which event, Sublandlord will cooperate with Subtenant's reasonable requests in seeking Landlord's consent. [Lender may also require their consent before any improvements are made.] Any and all Alterations shall be performed in accordance with the terms and provisions set forth under the Lease. Notwithstanding anything in this Sublease to the contrary, if the Lease requires the consent of Landlord in connection with any Alterations, Subtenant must also obtain the prior consent of Sublandlord to such Alterations, which consent shall not be unreasonably withheld or conditioned. The parties acknowledge that the Subtenant may seek to install shower facilities, subject to the conditions stated in Section 3a.

12. **Security Services.** Sublandlord shall provide, or cause one or more contractor(s) to provide, security services to the Building, consisting of the following: (a) providing security desk personnel from at least 7:00 a.m. to 5:30 p.m., Monday through Friday of each work week, excluding City recognized holidays when City Hall is closed, (b) computer generated integrated security system with card key access, glass break sensors, parking lot call boxes and security camera system; and (c) sprinkler system with 24/7 on-site monitoring and pre-action system in the data center. The Sublandlord will work with Subtenant’s I.T. staff to provide security card access for City employees, by a separate panel, in such a manner so as not to allow access to other portions of the Project retained by the Sublandlord for its use, and to limit access to the Subleased Premises.

13. **Insurance.**

a. During the Sublease Term, the Sublandlord acknowledges that the Subtenant 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 Subtenant may elect in order to limit the City’s exposure, to obtain from time to time an excess liability policy with a Self-Insured Retention of \$2,700,000 through a commercial insurer. The Sublandlord accepts such Risk Retention Plan in lieu of a commercial general liability insurance policy; provided that in the event Subtenant does not maintain such a Risk Retention Plan, Subtenant shall be required, at its sole cost and expense, to maintain insurance with respect to the Subleased Premises in conformity with the terms and provisions of Section 13 of the Lease, including without limitation naming the Sublandlord and the Landlord as an additional insured with respect to such insurance coverage.

The Risk Retention Policy, and any umbrella or other insurance policies, which Subtenant is required to maintain during the Sublease Term, shall be written as primary policies for the acts or omissions of Subtenant, not contributory with or secondary to coverage that

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

b. Sublandlord, at its sole cost and expense, shall provide and maintain insurance in conformity with the provisions of Section 13 of the Lease limited to the Subleased Premises, which shall only (i) be primary for the acts or omissions of Sublandlord, and (ii) provide coverage for the fixtures, equipment, personal property and other leasehold improvements installed and paid for by Subtenant. Notwithstanding the foregoing, or anything in this Sublease to the contrary, on or before the Sublease Commencement Date, Sublandlord shall provide Subtenant with certificates evidencing the insurance required to be maintained by Sublandlord under the Lease with respect to the Sublease Premises.

c. 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, Sublandlord and Subtenant 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 Sublandlord and Subtenant 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. Subordination to and Compliance with the Lease.

a. This Sublease is subject and subordinate, in all respects, to the Lease.

b. From and after the Sublease Commencement Date and during the Sublease Term, Sublandlord will continue to perform the obligations of the Tenant under the Lease applicable to the Subleased Premises, unless otherwise stated in this Sublease.

c. In the event that Subtenant pays any of the Sublease Base Rent or other sums due to Sublandlord under this Sublease directly to Landlord, such payment shall, on a dollar-for-dollar basis, effectively discharge Subtenant's obligation to pay such sums to Sublandlord.

d. With respect to the Subleased Premises, Subtenant shall be entitled to all of the rights and benefits of Sublandlord, as the Tenant, under the Lease, including without limitation the building services available with respect to the Subleased Premises under the Lease. Subtenant agrees that Sublandlord shall not be required to perform any of the obligations of the Landlord under the Lease; and insofar as any of the obligations of Sublandlord herein are

required to be performed under the Lease by the Landlord, Subtenant shall rely on and look solely to the Landlord for the performance of such obligations, unless otherwise stated in this Sublease.

15. **Assignment and Subletting.** Subtenant may not assign this Sublease in whole or in part or further sublet the Subleased Premises in whole or in part without the prior written consent of Sublandlord and Landlord (which consent shall not be unreasonably withheld, conditioned or delayed). Provided, however, if the Subtenant desires to further sublet a portion of the Subleased Premises, to an entity funded in whole or in part by the Subtenant, then it shall advise the Sublandlord and 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 further sublet, and the Sublandlord and Landlord shall respectively respond within twenty (20) days with their consent or denial to such further 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 Subtenant's responsibilities or obligations under this Sublease, or the Sublandlord's responsibilities under the Lease, and any such subletting entity shall be liable, jointly and severally with Subtenant, with respect to the performance of Subtenant's obligations under this Sublease. Without limiting the generality of the foregoing, the parties hereto acknowledge that as a part of the Subtenant's municipal functions it is allowed to contract with third parties to use, subject to the terms and provisions of this Sublease, limited portions of the Subleased 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 City employees, and their agents and contractors and/or members of the public in limited portions of the Subleased Premises such as the training rooms and auditorium, but with the understanding that any such entity is the agent of the Subtenant which shall remain liable, jointly and severally, with respect to the performance of Subtenant's obligations under this Sublease. If Sublandlord and Landlord consent to any such assignment or subletting, Subtenant shall remain fully and primarily liable to Sublandlord, in all respects, under this Sublease. Subtenant may not otherwise assign this Sublease or sublet the Subleased Premises. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, neither Subtenant nor any other person or entity having an interest in the possession, use or occupancy of the Subleased Premises shall possess, use or occupy the Subleased Premises, or any part thereof, in violation of any terms, covenants and conditions of this Sublease on the part of Subtenant to be performed hereunder.

16. **Compliance with Lease.** In the event that either Sublandlord or Subtenant shall receive any notice from Landlord regarding a default pursuant to any of the provisions of the Lease, the party receiving such notice shall promptly give a copy thereof to the other party. If either Sublandlord or Subtenant shall default in the performance of any of their respective obligations under the Lease, Landlord shall have the right (after allowing for any and all applicable notices and cure periods under the Lease) to make, demand or institute any appropriate action or proceeding against Sublandlord and/or Subtenant for the enforcement of such obligations, except as otherwise provided on **Exhibit 1**.

17. **Certain Lease Matters.**

a. If Landlord shall default in the performance of any of its obligations under the Lease, Subtenant shall have the right, at Subtenant's sole cost and expense, but in the name of Sublandlord, to make, demand or institute any appropriate action or proceeding against Landlord for the enforcement of the obligations of Landlord. Sublandlord agrees that it will sign such demands, pleadings or other papers that may be reasonably required and will otherwise cooperate with Subtenant as may be reasonably necessary to enable Subtenant to proceed in Sublandlord's name to enforce the obligations of Landlord under the Lease. To the maximum permitted by law, subject to appropriations therefore, Subtenant shall pay, and shall indemnify and hold Sublandlord harmless against, any and all liability and any costs and expenses incurred by Sublandlord arising in connection with this Section in the prosecution of any proceedings or actions so taken by Subtenant.

b. Sublandlord covenants and agrees that it will not voluntarily terminate the Lease, surrender the Subleased Premises to Landlord or modify or amend the Lease without Subtenant's prior approval; provided that Sublandlord shall have the right to terminate or cause a termination of the Lease without Subtenant's consent and without liability to Subtenant if as a condition to such termination Landlord agrees to recognize Subtenant as its direct tenant on all of the then executory terms of this Sublease pursuant to an agreement between Landlord and Subtenant that is approved by Subtenant, which approval shall not be unreasonably withheld or conditioned. Sublandlord shall promptly furnish Subtenant with a copy of any amendment or modification to the Lease. Notwithstanding the foregoing, Sublandlord may terminate the Lease if Subtenant is then in default of any term, condition, or obligation of this Sublease on its part to be performed beyond the expiration of any applicable notice and cure period, and Sublandlord has provided Subtenant with written notice confirming Sublandlord's intent to exercise its termination rights against Subtenant with respect to this Sublease.

18. **Landlord Consent.** Notwithstanding anything in this Sublease to the contrary, this Sublease is expressly subject to and conditioned upon Landlord granting its written consent to this Sublease in form and substance reasonably acceptable to Sublandlord and Subtenant (the "**Landlord Consent**") in the form of **Exhibit 1**. Sublandlord shall promptly request the Landlord Consent, and use commercially reasonable efforts to obtain it, and Subtenant shall cooperate with Sublandlord, to obtain such consent and shall provide all reasonable information concerning Subtenant that Landlord shall reasonably request.

19. **Notices.** All notices, consents, approvals or other communications (each, a "**Notice**") required to be given under this Sublease 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:

Sublandlord: 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

Subtenant: 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

20. **Captions.** The captions in this Sublease 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 Sublease nor in any way affect this Sublease or the construction of any provisions hereof.

21. **Severability.** If any clause or provision of this Sublease 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 Sublease Term, the intention of the parties hereto is that the remainder of this Sublease 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.

22. **Estoppel Certificate.** At any time and from time to time, Subtenant, 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 or Sublandlord, as appropriate, a certificate evidencing (a) whether or not this Sublease is in full force and effect, (b) whether or not this Sublease has been amended in any way, (c) whether or not there are any existing defaults on the part of the Sublandlord 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 may be relied on by any prospective purchaser, assignee or transferee of Landlord's or Sublandlord'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 Sublease, or to exercise any election herein contained, 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 Subtenant or receipt by Sublandlord of a lesser amount than the correct amount of Sublease 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 Sublandlord may accept any checks or payments as made without prejudice to Sublandlord's right to recover the balance or pursue any other remedy in this Sublease or otherwise provided at law or in equity.

24. Indemnification.

a. **Subtenant Indemnification.** To the maximum permitted by law, and subject to appropriations therefore, Subtenant will at all times indemnify, defend and hold Sublandlord 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 Building or to the Building resulting from any willful act done or grossly negligent omission by or through the Subtenant, its agents, employees, customers, invitees, or any person on or about the Building by reason of Subtenant's use or occupancy or possession of said property, (ii) any fenced or otherwise secured parking area of the property used exclusively by Subtenant, and (ii) any material breach by Subtenant of any obligation of Subtenant set forth in this Sublease. Subtenant, 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. The City elects, in order to limit the City's exposure, to obtain from time to time an excess liability policy with Self-Insured Retention of \$2,700,000 through a commercial insurer. To the extent the City obtains such a policy, it shall, at all times during the Sublease Term, designate Sublandlord as an additional insured. Subtenant may separately insure its interest against loss, liability, cost or damages to Subtenant, 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 therefore is the responsibility of the Sublandlord.

b. **Sublandlord Indemnification.** The Sublandlord shall defend and indemnify, hold harmless, protect and save the City 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 the City 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 the City, 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 Sublandlord, its officers, agents, employees, including volunteers, contractors, patrons, or Sublandlord's invitees (ii) any violation of law, ordinance or governmental regulations or orders of any kind by the Sublandlord's officers, agents, employees, including volunteers, contractors, patrons, or Sublandlord's invitees; or (iii) any contaminating materials in and around the Premises placed there by the Sublandlord's officers, agents, employees, including volunteers, contractors, patrons, or Sublandlord's invitees.

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

26. **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.

27. **End of Sublease Term.** On the Sublease Expiration Date or on any earlier termination of this Sublease or upon any reentry by Sublandlord to the Subleased Premises, Subtenant (together with any party claiming by, through or under Subtenant) shall quit and surrender the Subleased Premises to Sublandlord in accordance with the terms and provisions of the Lease.

28. **Realtor's Commission.** City hereby represents that Cushman & Wakefield, U.S., Inc., is acting as Subtenant'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, the Sublandlord shall pay to City's agent a real estate commission based on an agreement separate from such Representation Agreement. The Sublandlord 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 purchase and sale 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.

29. **Exclusions.** Notwithstanding anything herein to the contrary, Section 1.7 of the Lease shall not be incorporated by reference into this Sublease.

30. **Purchase Option.** [Lender is still reviewing this language, and may require their consent before the City exercises the option to purchase].

a. Subtenant will have the right to effectuate the option to purchase the Property (the "**Option**") pursuant to the terms and provisions set forth in Section 1.8 and Section 32.2 of the Lease, and the form Real Estate Contract of Sale ("**Contract**") attached thereto as Exhibit H. This Option shall commence on the Sublease Commencement Date hereof and shall expire the earlier to occur of (a) 5:00 p.m. central standard time on January 17, 2023, or (b) the termination date of the Sublease pursuant to and subsequent to any and all notices and the lapse of any period to cure such default (the "**Option Period**"). The Option shall be exercised by Subtenant delivering written notification to the Landlord of its intent to exercise said Option prior to expiration of the Option Period accompanied with a request and conditioned upon that the Landlord's lenders compute and provide the amount of the indebtedness outstanding and secured

by the Security Instruments as defined in the Landlord Consent, with a separate computation of the prepayment penalty and related fees due by the Landlord pursuant to such Security Instruments. Upon the Subtenant's receipt of the computation of the indebtedness then secured by the Security Instruments, and the prepayment penalty and related fees due by the Landlord to its lenders, if the Subtenant determines that it is in the best financial interests of the City to proceed with the purchase, then it will continue to exercise this Option, the purchase of the Property shall be directly and exclusively between Landlord and the Subtenant in accordance with the terms and provisions set forth under Section 1.8 and Section 32.2 of the Lease ("**Contract**"), unless otherwise mutually agreed to by the Landlord and Subtenant; provided, however, the Sublandlord will be responsible for the payment of the prepayment penalty included in the Security Instruments as defined in the Landlord Consent, and any and all obligations due to the Landlord pursuant to the Lease up to an amount of \$1,100,000 ("**Prepayment Fees**") if the Option is exercised prior to December 31, 2018, with the Subtenant being responsible for the outstanding principal indebtedness secured by the Property and the \$250,000 payment specified in the Lease. The Subtenant may cause the Property to be appraised from time to time to compare that appraised value to the amount of the outstanding indebtedness and prepayment penalty under the Security Instruments. Until such time that the Subtenant exercises the Option, this Sublease will remain in full force and effect. The mere seeking of an appraisal and electing not to proceed does not preclude the Subtenant from thereafter still exercising the Option when it deems it in its financial best interest, but on or before January 17, 2023. Notwithstanding anything herein to the contrary, if Subtenant is in default under the terms and provisions of this Sublease, beyond any applicable notice and cure period, this Option shall be rendered null and void, without any liability to either party.

b. In the event the Subtenant timely exercises the Option set forth under this Section 30, the (i) Subtenant hereby acknowledges and agrees to pay to the applicable taxing authority, prior to delinquency, an annual amount of \$75,000.00, as PILOTS toward the Brush Creek Corridor TIF Plan (the "**TIF Plan**"), from the closing of set forth in the Contract through the duration of such plan (the "**PILOT Payment Period**"), projected to end in 2023, and (ii) Sublandlord hereby acknowledges and agrees to pay to the applicable taxing authority, prior to delinquency, the remaining balance on an annualized basis of said PILOTS toward the TIF Plan through the duration PILOT Payment Period, pursuant to the respective terms, covenants and obligations set forth in the CNDA and Ordinance.

c. Notwithstanding anything in this Sublease or the Lease to the contrary, Sublandlord hereby (i) disclaims any right, title or interest to exercise, directly or indirectly, said Option at any time prior to the expiration or earlier termination of this Sublease and the Sublease Term, (ii) represents and warrants, to Sublandlord's actual knowledge, that no person or party other than Subtenant (via said assigned Option) has been granted any right of first offer to purchase, right of first refusal to purchase or other option to purchase the real estate, Building or other improvements located in or upon the Project located at 4400 Blue Parkway, Kansas City, Missouri, or any part thereof.

d. Except as otherwise provided in Subsection 30a above, Sublandlord shall have no liability in connection with this Option, except to the extent any loss or damage sustained by the Subtenant is solely caused by the gross negligence or willful misconduct of Sublandlord. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate,

servicer or agent of Sublandlord will have any personal liability, directly or indirectly, under or in connection with this Option or any agreement made or entered into by and between the Landlord and Subtenant in connection with said Option. The limitations of liability contained in this Section will survive the expiration or earlier termination of this Sublease, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Sublease, or by law or any other instrument.

e. Effective upon the Subtenant's purchase of the Property, the Sublandlord will have the right to continuously lease the Warehouse Premises at a cost of \$6.00 a square foot, net of janitorial and utilities, for a period of up to five years, with such rent adjusted by 2% per annum with such adjustment calculated as of the anniversary date of the Subtenant's purchase of the Property, but the Sublandlord may terminate such lease with six (6) months' notice to the Subtenant. If the Sublandlord elects to continue as a tenant in the Warehouse Premises, then the Sublandlord and the Subtenant will execute a separate lease for the Warehouse Premises contemporaneously with the Subtenant's purchase of the Property. The Sublandlord's determination of whether to continue as a tenant, will be made and written notice of such determination will be given to the Subtenant within sixty (60) days after Sublandlord's receipt of notice from the Subtenant of its intent to exercise the Option, thereafter the parties shall negotiate on the terms and provisions of the lease so as to have a final form as of the closing upon the Subtenant's purchase of the Property. As of the Subtenant's purchase of the Property and at such time that the lease for the Warehouse Premises is signed, then the Sublandlord will be released from its ongoing obligations under this Sublease.

31. **Joint and Several Liability.** Both Sublandlord and Subtenant each hereby agree to be jointly and severally liable to Landlord for any breach or failure to perform the terms, covenants and obligations incumbent upon each respective party pursuant to this Sublease and Landlord shall have all of the rights, powers and remedies provided for in the Lease, or at law or in equity, with respect to any such breach or failure to perform, provided, however, the Subtenant is not assuming the Sublandlord's obligations under the Lease except as expressly provided in this Sublease. Nothing in this Sublease shall be deemed to impair the Landlord's ability to rely upon or the enforceability of the Guaranty executed by H & R Block, Inc., related to the Lease, as otherwise affirmed in the CNDA.

32. **Amendment.** This Sublease 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 and unless the same is permitted under the terms and provisions of the Lease.

33. **Governing Law.** This Sublease 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.

34. **Counterparts.** This Sublease 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.

35. **Non-Appropriation.** Funding under this Sublease is contingent upon appropriation and availability of funds. The parties recognize that Subtenant intends to satisfy its financial obligation to the Sublandlord hereunder out of funds annually appropriated for that purpose by the Subtenant. 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, Subtenant shall immediately notify the Sublandlord 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 City's annual budget for each fiscal year during the term of this Sublease and shall request adequate funds to satisfy the annual obligations of the City in a reasonable manner.

[Signature Page Follows]

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

SUBLANDLORD:
HRB Deployment & Support, LLC

By: _____

Its: _____

SUBTENANT:

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

The undersigned Landlord hereby consents to the above Sublease; however, Sublandlord shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified under the Lease and for compliance with all of its other obligations under the terms and provisions of the Lease. Subject to the terms and conditions of Section 30 of this Sublease, the Landlord acknowledges that the Subtenant will have the right set forth in Section 1.8 and Section 32.2 of the Lease to effectuate the option to purchase.

Further, the Landlord affirms for the benefit of the Subtenant that under the Sublease, if the Option was exercised as of July 1, 2017, that the purchase price would be an amount of \$8,261,897, which is the outstanding indebtedness for the Project, plus a prepayment penalty of \$870,000, and an amount of \$250,000 as specified under the Lease, and any and all liabilities and obligations of the Tenant under the Lease and under all indebtedness presently secured by the Property, if included in the purchase price as to be computed pursuant to Lease, which in the aggregate is the maximum purchase price to be paid under the Option, and that the actual purchase price at the time of the exercise is intended to be less, with the payments made toward the indebtedness by the Landlord. [The Swope affiliated entity still is expressing reservations about this summary of what would have been included in the purchase price, and this language may change.]

CBKC COMMERCIAL L.L.C.,
a Delaware limited liability company

Date: _____, 2017

By: _____
Its: _____

EXHIBIT A

THE LEASE

The form of Lease between the Landlord and the City's Sublandlord is available for review from the Director of General Services, and will be included in the form of Sublease as executed by the City.

EXHIBIT B

FLOOR PLANS – SUBLEASED PREMISES

EXHIBIT 1
FORM OF
CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT
STILL UNDER DISCUSSION AND MAY BE REVISED FROM WHAT
PROVIDED AND REVIEWED BY THE FINANCE COMMITTEE.

EXHIBIT 3a-Fenced Parking Area
PLANS AND SPECIFICATIONS

EXHIBIT 5a

SUBLEASE RENT SCHEDULE

Rent Payments

Sublease with City of KCMO

January 1, 2018 - June 30, 2019

Month	Rent Per Month	18 months
January 2018	\$ 50,000.00	
February	\$ 50,000.00	
March	\$ 50,000.00	
April	\$ 50,000.00	
May	\$ 65,142.00	
June	\$ 65,142.00	
July 2018	\$ 65,142.00	
August	\$ 65,142.00	
September	\$ 65,142.00	
October	\$ 65,142.00	
November	\$ 65,142.00	
December	\$ 65,142.00	
January 2019	\$ 65,142.00	
February	\$ 65,142.00	
March	\$ 65,142.00	
April	\$ 65,142.00	
May	\$ 65,142.00	
June	\$ 65,142.00	

July 1, 2019 - May 17,
2023

Month		46-1/2 months
July 2019	\$ 65,142.00	
August	\$ 65,142.00	
September	\$ 65,142.00	
October	\$ 65,142.00	
November	\$ 65,142.00	
December	\$ 65,142.00	
January 2020	\$ 65,142.00	
February	\$ 65,142.00	
March	\$ 65,142.00	
April	\$ 65,142.00	

May	\$ 98,257.77
June	\$ 98,257.77
July	\$ 98,257.77
August	\$ 98,257.77
September	\$ 98,257.77
October	\$ 98,257.77
November	\$ 98,257.77
December	\$ 98,257.77
January	
2021	\$ 98,257.77
February	\$ 98,257.77
March	\$ 98,257.77
April	\$ 98,257.77
May	\$ 98,257.77
June	\$ 98,257.77
July	\$ 98,257.77
August	\$ 98,257.77
September	\$ 98,257.77
October	\$ 98,257.77
November	\$ 98,257.77
December	\$ 98,257.77
January	
2022	\$ 98,257.77
February	\$ 98,257.77
March	\$ 98,257.77
April	\$ 98,257.77
May	\$ 98,257.77
June	\$ 98,257.77
July	\$ 98,257.77
August	\$ 98,257.77
September	\$ 98,257.77
October	\$ 98,257.77
November	\$ 98,257.77
December	\$ 98,257.77
January	
2023	\$ 98,257.77
February	\$ 98,257.77
March	\$ 98,257.77
April	\$ 98,257.77
May 17, 2023	\$ 98,257.77

This month would need to be prorated for May 1 - May 17, 2023.

Total Consideration: \$ 5,398,945.37