UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): June 22, 2021

H&R BLOCK INC

(Exact name of registrant as specified in charter)

Missouri	**001-06089**	**44-0607856**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

One H&R Block Way, Kansas City, Missouri 64105
(Address of Principal Executive Offices) (Zip Code)

(816) 854-3000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, without par value	HRB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On June 22, 2021, H&R Block, Inc. (the "Company") and Block Financial LLC ("Block Financial") entered into an Underwriting Agreement (the "Underwriting Agreement") with BofA Securities, Inc. and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein (the "Underwriters"), in connection with the issuance and sale by Block Financial of $500.0 million principal amount of its 2.500% Notes due 2028 (the "Notes"), which are fully and unconditionally guaranteed by the Company pursuant to guarantees (the "Guarantees") endorsed on the Notes. The closing of the sale of the Notes occurred on June 25, 2021. The offering of the Notes was registered under the Securities Act of 1933 (the "Securities Act"), as amended, pursuant to a shelf registration statement (the "Registration Statement") on Form S-3ASR (File No. 333-257271), as supplemented by the prospectus supplement dated June 22, 2021, previously filed with the Securities Exchange Commission under the Securities Act.

The Underwriting Agreement contains customary representations, warranties and covenants of the Company and Block Financial, conditions to closing, indemnification obligations of the Company, Block Financial and the Underwriters, and termination and other customary provisions.

The foregoing description of the Underwriting Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Underwriting Agreement, which is filed as Exhibit 1.1 hereto and incorporated herein by reference.

The Notes were issued pursuant to the Indenture, dated as of October 20, 1997 (the "Base Indenture"), among the Company, Block Financial (formerly known as Block Financial Corporation) and Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company, "DBT"), as supplemented by that certain Fourth Supplemental Indenture, dated June 25, 2021 among the Company, Block Financial, DBT and U.S. Bank National Association (the "Fourth Supplemental Indenture"), designating U.S. Bank National Association as separate trustee for the Notes, and that certain Officers' Certificate, dated June 25, 2021 (the "Officers' Certificate" and, together with the Base Indenture and the Fourth Supplemental Indenture, the "Indenture"), establishing the terms of the Notes.

The Notes bear interest at 2.500% per annum and will mature on July 15, 2028. Interest on the Notes is payable on January 15 and July 15 of each year, beginning January 15, 2022. At any time and from time to time prior to May 15, 2028 (which is the date that is two months prior to the maturity date), Block Financial may redeem the Notes, in whole or in part, at the applicable "make-whole" redemption price set forth in the Indenture. At any time and from time to time on or after May 15, 2028, Block Financial may redeem some or all of the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon, as described in the Indenture.

The Indenture contains certain restrictions, including a limitation on the Company's ability and the ability of its subsidiaries to incur liens and to consolidate, merge or transfer all or substantially all of their assets, and requires Block Financial to offer to repurchase the Notes upon certain change of control triggering events set forth in the Indenture. These covenants are subject to important limitations and exceptions, as described in the Indenture. The Indenture also contains customary events of default.

The foregoing descriptions of the Indenture and the Notes are qualified in their entirety by reference to the Base Indenture, which is filed as Exhibit 4(a) to the Company's Quarterly Report on Form 10-Q for the quarter ended October 31, 1997, the Fourth Supplemental Indenture, which is filed as Exhibit 4.1 hereto, and the Officers' Certificate (including the form of the Notes attached thereto), which is filed as Exhibit 4.2 hereto, each of which is incorporated by reference herein.

The following documents are being filed with this Current Report on Form 8-K and are incorporated by reference into the Registration Statement: (i) the Underwriting Agreement, filed as Exhibit 1.1 hereto; (ii) the Fourth Supplemental Indenture, filed as Exhibit 4.1 hereto; (iii) the Officers' Certificate, filed as Exhibit 4.2 hereto (including the form of Notes, including the notation of Guarantees); and (iv) the opinion of counsel addressing the validity of the Notes and the Guarantees, filed as Exhibit 5.1 hereto.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 of this Current Report is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
1.1	Underwriting Agreement, dated June 22, 2021, by and among H&R Block, Inc. and Block Financial LLC and BofA Securities, Inc. and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein.
4.1	Fourth Supplemental Indenture, dated June 25, 2021, among H&R Block, Inc., Block Financial LLC (formerly known as Block Financial Corporation), Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) and U.S. Bank National Association, as separate trustee.
4.2	Officers' Certificate, dated June 25, 2021, of Block Financial LLC (including the Form of the 2.500% Notes due 2028).
5.1	Opinion of Stinson LLP.
23.1	Consent of Stinson LLP (included in Exhibit 5.1).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

H&R BLOCK, INC.

Date: June 25, 2021

By: /s/ Scott W. Andreasen
Scott W. Andreasen
Vice President and Secretary

Exhibit 1.1

BLOCK FINANCIAL LLC

(a Delaware limited liability company)

$500,000,000
2.500% Notes due 2028

UNDERWRITING AGREEMENT

Dated: June 22, 2021

BLOCK FINANCIAL LLC

(a Delaware limited liability company)

UNDERWRITING AGREEMENT

June 22, 2021

BofA Securities, Inc.
One Bryant Park
New York, New York 10036

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

As Representatives of the several
Underwriters listed in Schedule A hereto

Ladies and Gentlemen:

Block Financial LLC, a Delaware limited liability company (the "Company"), confirms its agreement with the several Underwriters named in Schedule A hereto (collectively, the "Underwriters," which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom you are acting as Representatives (the "Representatives"), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in said Schedule A of $500,000,000 aggregate principal amount of the Company's Notes due 2028 (the "Securities"). The Securities are to be issued pursuant to an indenture (the "Indenture") dated October 20, 1997, among H&R Block, Inc., a Missouri corporation (the "Parent Guarantor"), the Company and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as trustee, as supplemented by the Third Supplemental Indenture, dated September 30, 2015, among the Company, the Parent Guarantor, Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) and U.S. Bank National Association, as separate trustee, and the Third Supplemental Indenture, dated August 7, 2020, among the Company, the Parent Guarantor, Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) and U.S. Bank National Association, as separate trustee (as may be further supplemented, amended or modified). The term "Indenture," as used herein, includes the Officer's Certificate (as defined in the Indenture) establishing the form and terms of the Securities pursuant to Sections 2.01 and 2.03 of the Indenture. The Securities will be fully and unconditionally guaranteed by the Parent Guarantor pursuant to guarantees (the "Guarantee") endorsed on the securities under the terms of the Indenture.

The Company and the Parent Guarantor understand that the Underwriters propose to make a public offering of the Securities as soon as the Underwriters deem advisable after this Agreement has been executed and delivered.

The Company and the Parent Guarantor have filed with the Securities and Exchange Commission (the "Commission") a shelf registration statement on Form S-3 (No. 333-257271), including the related preliminary prospectus or prospectuses, which registration statement has been declared effective by the Commission pursuant to the rules and regulations (the "1933 Act Regulations") under the Securities Act of 1933, as amended (the "1933 Act"). Such registration statement covers the registration of the Securities under the 1933 Act. Promptly after execution and delivery of this Agreement, the Company and the Parent Guarantor will prepare and file a prospectus in accordance with the provisions of Rule 430B ("Rule 430B") of the 1933 Act Regulations and paragraph (b) of Rule 424 ("Rule 424(b)") of the 1933 Act Regulations. Any information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of and included in such registration statement pursuant to Rule 430B is referred to as "Rule 430B Information." Each prospectus used in connection with the offering of the Securities that omitted Rule 430B Information is herein called a "preliminary prospectus." Such registration statement, at any given time, including the amendments thereto to such time, the exhibits and any schedules thereto at such time, the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at such time and the documents otherwise deemed to be a part thereof or included therein by 1933 Act Regulations, is herein called the "Registration Statement." The Registration Statement at the time it originally became effective is herein called the "Original Registration Statement." The final prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the 1933 Act) in connection with confirmation of sales of the Securities, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at the time of the execution of this Agreement and any prospectuses that form a part thereof is herein called the "Prospectus."

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act") which is incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company and the Parent Guarantor*. The Company and the Parent Guarantor jointly and severally represent and warrant to each Underwriter as of the date hereof, the Applicable Time referred to in Section 1(a)(i) hereof and as of the Closing Time referred to in Section 2(b) hereof, and agree with each Underwriter, as follows:

(i) Form S-3. (A) At the time of the filing of the Original Registration Statement, (B) at the time the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the 1933 Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 and 15(d) of the 1934 Act or form of prospectus), (C) at the time the Company and the Parent Guarantor or any person acting on their behalf (within the meaning, for this clause only, of Rule 163(c) of the 1933 Act Regulation) made any offer relating to the Securities in reliance on the exemption of Rule 163 of the 1933 Act Regulation and (D) at the date hereof, the Company and the Parent Guarantor meet the requirements for use of Form S-3 under the 1933 Act. Each of the Company and the Parent Guarantor was and is, as of the times specified in Clauses B, C and D of the preceding sentence, a "well-known seasoned issuer" as defined in Rule 405 of the 1933 Act Regulations ("Rule 405"), including not having been and not being an "ineligible issuer" as defined in Rule 405.

(ii) Registration Statement, Prospectus and Disclosure at Time of Sale. The Original Registration Statement, and any post-effective amendment thereto, has been declared effective by the Commission. No notice of objection of the Commission to the use of the Original Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act has been received by the Company, no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act have been instituted or are pending or, to the knowledge of the Company and the Parent Guarantor, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Original Registration Statement and each amendment thereto became effective, at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations and at the Closing Time, the Registration Statement complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the Trust Indenture Act of 1939 (the "Trust Indenture Act") and the rules and regulations of the Commission under the Trust Indenture Act (the "TIA Regulations"), and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Time, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Each preliminary prospectus (including the prospectus or prospectuses filed as part of the Original Registration Statement or any amendment thereto) complied when so filed in all material respects with the 1933 Act Regulations, and each preliminary prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission pursuant to the Commission's Electronic Data Gathering, Analysis and Retrieval System ("EDGAR"), except to the extent permitted by Regulation S-T.

As of the Applicable Time, neither (x) the Issuer General Use Free Writing Prospectus (as defined below) issued at or prior to the Applicable Time (as defined below) and the Statutory Prospectus (as defined below), all considered together (collectively, the "General Disclosure Package"), nor (y) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As of the time of the filing of the Final Term Sheet, the General Disclosure Package, when considered together with the Final Term Sheet (as defined in Section 3(b)), will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As used in this subsection and elsewhere in this Agreement:

"Applicable Time" means 3:15 p.m. (Eastern time) on June 22, 2021 or such other time as agreed by the Company and the Representatives.

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 of the 1933 Act Regulations ("Rule 433"), relating to the Securities that (i) is required to be filed with the Commission by the Company or the Parent Guarantor, (ii) is a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission or (iii) is exempt from filing pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's or the Parent Guarantor's records pursuant to Rule 433(g).

"Issuer General Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being specified in Schedule C hereto.

"Issuer Limited Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

"Statutory Prospectus" as of any time means the prospectus relating to the Securities that is included in the Registration Statement immediately prior to that time, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof.

Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities or until any earlier date that the issuer notified or notifies the Representatives as described in Section 3(d), did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein.

(iii) Incorporated Documents. The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Prospectus and the General Disclosure Package, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations") and, when read together with the other information in the Prospectus, (a) at the time the Original Registration Statement became effective, (b) at the earlier of time the Prospectus was first used and the date and time of the first contract of sale of Securities in this offering and (c) at the Closing Time, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iv) Independent Accountants. Deloitte & Touche LLP, who has certified the financial statements incorporate by reference in the Registration Statement, is an independent registered public accounting firm with respect to the Company and the Parent Guarantor as required by the 1933 Act and the 1933 Act Regulations.

(v) Financial Statements. The financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, together with the related schedules and notes, comply in all material respects with the applicable requirements of the 1933 Act and the 1934 Act, as applicable, and present fairly in all material respects the financial position of the Parent Guarantor and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Parent Guarantor and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data included in the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the financial statements incorporated by reference into the Registration Statement. All disclosures contained in the Registration Statement, the General Disclosure Package or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G under the 1934 Act and Item 10 of Regulation S-K of the 1933 Act Regulations, to the extent applicable. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in each of the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto.

(vi) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, except as otherwise stated therein, (A) there has been no material adverse change or prospective material adverse change in the financial condition, the earnings or the business affairs of the Company, the Parent Guarantor and their subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company, the Parent Guarantor or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company, the Parent Guarantor and its subsidiaries considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company or the Parent Guarantor on any class of their capital stock or other equity securities.

(vii) Good Standing of the Company and the Parent Guarantor. The Company has been duly organized and is validly existing as a limited liability company in good standing under the laws of the state of Delaware, the Parent Guarantor has been duly organized and is validly existing as a corporation in good standing under the laws of the state of Missouri and each of them has the limited liability company or corporate power and authority, as applicable, to own, lease and operate its properties and to conduct its business as described in the General Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement.

(viii) Good Standing of Subsidiaries. Each "significant subsidiary" of the Company and the Parent Guarantor (as such term is defined in Rule 1-02 of Regulation S-X) (each a "Subsidiary" and, collectively, the "Subsidiaries") has been duly organized and is validly existing as a limited liability company, private limited company, corporation or other organizational form, as applicable, in good standing under the laws of the jurisdiction of its organization (to the extent such concept exists under the laws of the jurisdiction of its organization), has limited liability company, private limited company, corporate or similar power and authority, as applicable, to own, lease and operate its properties and to conduct its business as described in the General Disclosure Package and the Prospectus; except as otherwise disclosed in the Registration Statement, all of the issued and outstanding equity securities of each such Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable (to the extent such concept exists under the laws of the jurisdiction of its organization) and is owned by the Parent Guarantor, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; none of the outstanding equity securities of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only subsidiaries of the Parent Guarantor and the Company are the subsidiaries listed on Schedule B hereto.

(ix) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company and the Parent Guarantor.

(x) Authorization of the Indenture. The Indenture has been duly authorized by the Company and the Parent Guarantor and duly qualified under the Trust Indenture Act, has been validly executed and delivered by the Company, and constitutes a valid and binding agreement of the Company and the Parent Guarantor, enforceable against the Company and the Parent Guarantor in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(xi) Authorization of the Securities. (A) The Securities have been duly authorized and, at the Closing Time, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture; (B) The Guarantees have been duly authorized and, at the Closing Time, will have been duly executed by the Parent Guarantor and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Parent Guarantor, enforceable against the Parent Guarantor in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture.

(xii) Description of the Securities and the Indenture. The Securities and the Indenture will conform in all material respects to the respective statements relating thereto contained in the General Disclosure Package and the Prospectus and will be in substantially the respective forms filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement.

(xiii) Absence of Defaults and Conflicts. Neither the Company, the Parent Guarantor nor any of their subsidiaries is in violation of its operating agreement, charter or by-laws, as applicable, or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company, the Parent Guarantor or any of their subsidiaries is a party or by which they or any of them may be bound, or to which any of the property or assets of the Company, the Parent Guarantor or any subsidiary is subject (collectively, "Agreements and Instruments") except for such defaults that would not result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement, the Indenture and the Securities and the consummation of the transactions contemplated herein and in the Registration Statement (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption "Use of Proceeds") and compliance by the Company and the Parent Guarantor with their respective obligations hereunder and under the Indenture and the Securities have been duly authorized by all necessary corporate or limited liability company action, as applicable, and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company, the Parent Guarantor or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of (i) the operating agreement, charter or by-laws, as applicable, of the Company, the Parent Guarantor or any subsidiary or (ii) any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company, the Parent Guarantor or any subsidiary or any of their assets, properties or operations, except, with respect to section (ii) above, for such violations that would not result in a Material Adverse Effect. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company, the Parent Guarantor or any subsidiary.

(xiv) Legal Proceedings. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Parent Guarantor or any of its subsidiaries is or may be a party or to which any property of the Parent Guarantor or any of its subsidiaries is or may be the subject as to which there is a reasonable possibility of an adverse determination and that if determined adversely to the Parent Guarantor or any of its subsidiaries, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; except as described in the Registration Statement, the General Disclosure Package and the Prospectus, to the knowledge of the Company and the Parent Guarantor, no such investigations, actions, suits or proceedings are threatened or contemplated by any governmental or regulatory authority or threatened by others; and (i) there are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the 1933 Act to be described in the Prospectus that are not so described and (ii) there are no contracts or other documents that are required under the 1933 Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the General Disclosure Package or the Prospectus that are not so filed or described, except for those documents relating to the issuance of a particular series of Securities, which will be filed on Form 8-K in connection with the closing of the issuance of such Securities.

(xv) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company or the Parent Guarantor of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement or for the due execution, delivery or performance of the Indenture by the Company or the Parent Guarantor, except such as have been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations or state securities laws and except for the qualification of the Indenture under the Trust Indenture Act.

(xvi) Licenses and Permits. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, the Parent Guarantor and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the General Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, result in a Material Adverse Effect.

(xvii) Investment Company Act. Neither the Company nor the Parent Guarantor is required, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the General Disclosure Package and the Prospectus will not be required, to register as an "investment company" under the Investment Company Act of 1940, as amended.

(xviii) Accounting Controls and Disclosure Controls. The Parent Guarantor maintains a system of internal accounting controls sufficient to provide reasonable assurances that (1) transactions are executed in accordance with management's general or specific authorization; (2) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (5) interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, General Disclosure Package and the Prospectus is prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, since the end of the Parent Guarantor's most recent audited fiscal year there has been (I) no material weakness in the Parent Guarantor's internal control over financial reporting (whether or not remediated) and (II) no change in the Parent Guarantor's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Parent Guarantor's internal control over financial reporting.

The Parent Guarantor and its consolidated subsidiaries employ "disclosure controls and procedures" that are designed to ensure that information required to be disclosed by the Parent Guarantor in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Parent Guarantor's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure.

(xix) Compliance with the Sarbanes-Oxley Act. The Parent Guarantor or any of the Parent Guarantor's directors or officers, in their capacities as such, are in compliance in all material respects with the applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xx) No Unlawful Payments. Neither the Parent Guarantor nor any of its subsidiaries nor, to the knowledge of the Company and the Parent Guarantor, any director, officer, agent or employee acting on behalf of the Parent Guarantor or any of its subsidiaries has violated or is in violation of, in any material respect, any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed a material offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws relating to (i) the use of corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) unlawful payments from corporate funds to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; or (iii) any unlawful bribe, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful payment. The Parent Guarantor and its subsidiaries have instituted, and maintain, policies and procedures reasonably designed to promote compliance with all applicable anti-bribery and anti-corruption laws.

(xxi) Compliance with Money Laundering Laws. The operations of the Parent Guarantor and its subsidiaries are and have been conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Parent Guarantor or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company and the Parent Guarantor, threatened.

(xxii) Compliance with Sanctions Laws. None of the Parent Guarantor, any of its subsidiaries or, to the knowledge of the Company and the Parent Guarantor, any director, officer, agent or employee of the Parent Guarantor or any of its subsidiaries is currently the subject of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"); and the Parent Guarantor will not, directly or knowingly indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions; (ii) to fund any activities of or business in any country or territory that is the subject of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and the Crimean region of Ukraine (each, a "Sanctioned Country"); or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. The operations of the Parent Guarantor, the Company, and their respective subsidiaries are and have been conducted in compliance with all applicable Sanctions, and none of the Parent Guarantor, the Company, or any of their respective subsidiaries is knowingly engaged in any dealings or transactions with or in, nor do they have operations, assets, or employees located in, any Sanctioned Country.

(xxiii) Cybersecurity; Data Protection. Except as would not reasonably be expected to result in a Material Adverse Effect, the Parent Guarantor and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform as required in connection with, the operation of the business of the Parent Guarantor and its subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Parent Guarantor and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all material IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses. There have been no (i) breaches, violations, outages or unauthorized uses of or accesses to same (excluding those that have been remedied without cost or liability or the duty to notify any other person) or (ii) incidents under internal review or investigations relating to the same, except, in the case of clause (i) or (ii), as would not reasonably be expected to result in a Material Adverse Effect. The Parent Guarantor and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(xxiv) Intellectual Property. (i) The Parent Guarantor and its subsidiaries own or have the right to use all material patents, patent applications, trademarks, service marks, trade names, domain names, social and mobile media identifiers and other source indicators, together with all of the goodwill of the business symbolized thereby, copyrights and copyrightable works, know-how, trade secrets, methods, processes, systems, procedures, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights, and any registrations, applications and issuances related to any of the foregoing (collectively, "Intellectual Property") used in the conduct of their respective businesses; (ii) the Parent Guarantor and its subsidiaries' conduct of their respective businesses does not infringe, misappropriate or otherwise violate any Intellectual Property of any person in any manner that would reasonably be expected to result in a Material Adverse Effect; (iii) the Parent Guarantor and its subsidiaries have not received any written notice of any material claim relating to Intellectual Property; and (iv) to the knowledge of the Company and the Parent Guarantor, the Intellectual Property of the Parent Guarantor and its subsidiaries is not being infringed, misappropriated or otherwise violated by any person.

(b) *Officer's Certificates*. Any certificate signed by any officer of the Company, the Parent Guarantor or any of its subsidiaries delivered to the Underwriters or to counsel for the Underwriters shall be deemed a representation and warranty by the Company and the Parent Guarantor to each Underwriter as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) *Securities*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company the aggregate principal amount of Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional principal amount of Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof, at a price equal to 98.887% of the principal amount thereof plus accrued interest, if any, from June 25, 2021 to the date on which the Closing Time (as defined below) occurs.

(b) *Payment*. Payment of the purchase price for, and delivery of certificates for, the Securities shall be made at the offices of Simpson Thacher & Bartlett LLP, or at such other place as shall be agreed upon by the Underwriters and the Company, at 9:00 A.M. (Eastern time) on the third business day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Underwriters and the Company (such time and date of payment and delivery being herein called "Closing Time").

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the nominee of The Depositary Trust Company, for the account of the Underwriters, of one or more global notes representing the Securities to be purchased by them. It is understood that each Underwriter has authorized the Underwriters, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Securities which it has agreed to purchase.

(c) *Denominations; Registration*. Certificates for the Securities shall be in such denominations ($2,000 or integral multiples of $1,000 thereof) and registered in such names as the Underwriters may request in writing at least one full business day before the Closing Time. The Securities, which may be in temporary form, will be made available for examination and packaging by the Underwriters in The City of New York not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time.

SECTION 3. Covenants of the Company and Parent Guarantor. The Company and, to the extent expressly referred to in the paragraphs below, the Parent Guarantor jointly and severally covenant with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests; Payment of Filing Fees*. The Company and the Parent Guarantor, subject to Section 3(b), will comply with the requirements of Rule 430B and will notify the Underwriters promptly, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement or new registration statement relating to the Securities shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or the filing of a new registration statement or any amendment or supplement to the Prospectus or any document incorporated by reference therein or otherwise deemed to be a part thereof or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or such new registration statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company or the Parent Guarantor becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company and the Parent Guarantor will effect the filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company and the Parent Guarantor will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment. The Company and the Parent Guarantor have paid the registration fee for this offering pursuant to Rule 456(b)(1) under the 1933 Act or will pay such fee within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Time.

(b) *Filing of Amendments and Exchange Act Documents; Preparation of Final Term Sheet*. The Company and the Parent Guarantor will give the Underwriters notice of its intention to file or prepare any amendment to the Registration Statement or new registration statement relating to the Securities or any amendment, supplement or revision to either any preliminary prospectus (including any prospectus included in the Original Registration Statement or amendment thereto at the time it became effective) or to the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, and the Company and the Parent Guarantor will furnish the Underwriters with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Underwriters or counsel for the Underwriters shall reasonably object. The Company and the Parent Guarantor have given the Underwriters notice of any filings made pursuant to the 1934 Act or 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company and the Parent Guarantor will give the Underwriters notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Underwriters with copies of any such documents a reasonable amount of time prior to such proposed filing and will not file or use any such document to which the Underwriters or counsel for the Underwriters shall reasonably object. The Company and the Parent Guarantor will prepare a final term sheet, a copy of which is attached hereto as Schedule C (the "Final Term Sheet"), reflecting the final terms of the Securities, in form and substance satisfactory to the Underwriters, and shall file such Final Term Sheet as an "issuer free writing prospectus" pursuant to Rule 433 prior to the close of business two business days after the date hereof; provided that the Company shall furnish the Underwriters with copies of any such Final Term Sheet a reasonable amount of time prior to such proposed filing and will not use or file any such document to which the Underwriters or counsel to the Underwriters shall object.

(c) *Delivery of Prospectuses*. The Company and the Parent Guarantor have delivered to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter reasonably requested, and the Company and the Parent Guarantor hereby consent to the use of such copies for purposes permitted by the 1933 Act. The Company and the Parent Guarantor will furnish to each Underwriter, without charge, during the period when the Prospectus is required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Continued Compliance with Securities Laws*. The Company and the Parent Guarantor will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations and the Trust Indenture Act and the TIA Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Prospectus. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company and the Parent Guarantor, to amend the Registration Statement or amend or supplement the Prospectus in order that the Prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or to file a new registration statement or amend or supplement the Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company and the Parent Guarantor will promptly prepare and file with the Commission, subject to Section 3(b), such amendment, supplement or new registration statement as may be necessary to correct such statement or omission or to comply with such requirements, the Company and the Parent Guarantor will use their best efforts to have such amendment or new registration statement declared effective as soon as practicable (if it is not an automatic shelf registration statement with respect to the Securities) and the Company and the Parent Guarantor will furnish to the Underwriters such number of copies of such amendment, supplement or new registration statement as the Underwriters may reasonably request. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement (or any other registration statement relating to the Securities) or the Statutory Prospectus or any preliminary prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, the Company and the Parent Guarantor will promptly notify the Representatives and will promptly amend or supplement, subject to Section 3(b) and at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(e) *Blue Sky Qualifications*. The Company and the Parent Guarantor will use their reasonable best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions as the Underwriters may reasonably designate and to maintain such qualifications in effect for so long as required for distribution of the securities; provided, however, that the Company and the Parent Guarantor shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. The Company and the Parent Guarantor will also supply the Underwriters with such information as is necessary for the determination of the legality of the Securities for investment under the laws of such jurisdictions as the Underwriters may reasonably request.

(f) *Rule 158*. The Parent Guarantor will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act and Rule 158 of the Commission promulgated thereunder.

(g) *Use of Proceeds*. The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the General Disclosure Package and the Prospectus under “Use of Proceeds.”

(h) *Clear Market*. During the period from the date hereof through and including the Closing Time, the Company and the Parent Guarantor will not, without the prior written consent of the Underwriters, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company or the Parent Guarantor and having a tenor of more than one year (other than the Securities).

(i) *Reporting Requirements*. The Parent Guarantor, during the period when the Prospectus is required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(j) *Issuer Free Writing Prospectuses.* The Company and the Parent Guarantor represent and agree that, unless they obtain the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company, the Parent Guarantor and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute an "issuer free writing prospectus," as defined in Rule 433, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405, required to be filed with the Commission; provided, however, that prior to the preparation of the Final Term Sheet in accordance with Section 3(b), the Underwriters are authorized to use the information with respect to the final terms of the Securities in communications conveying information relating to the offering to investors. Any such free writing prospectus consented to by the Company, the Parent Guarantor and the Representatives is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company and the Parent Guarantor represent that they have treated or agree that they will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping.

SECTION 4. Payment of Expenses.

(a) *Expenses*. The Company and the Parent Guarantor jointly and severally agree to pay all expenses incident to the performance of their obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters, the Indenture and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, (iv) the fees and disbursements of the Company's and the Parent Guarantor's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(e) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the printing and delivery to the Underwriters of copies of each preliminary prospectus, any Permitted Free Writing Prospectus and of the Prospectus and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (vii) the preparation, printing and delivery to the Underwriters of copies of the Blue Sky Survey and any supplement thereto, (viii) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities, (ix) the costs and expenses of the Company and the Parent Guarantor relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and the Parent Guarantor and any such consultants, and the cost of aircraft and other transportation chartered in connection with the road show, (x) any fees payable in connection with the rating of the Securities, and (xi) the costs and expenses (including without limitation any damages or other amounts payable in connection with legal or contractual liability) associated with the reforming of any contracts for sale of the Securities made by the Underwriters caused by a breach of the representation contained in the fifth paragraph of Section 1(a)(ii).

(b) *Termination of Agreement*. If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 5 or Section 9(a)(i) hereof, the Company and the Parent Guarantor jointly and severally shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company and the Parent Guarantor contained in Section 1 hereof or in certificates of any officer of the Company and the Parent Guarantor or any subsidiary of the Company and the Parent Guarantor delivered pursuant to the provisions hereof, to the performance by the Company and the Parent Guarantor of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement; Filing of Prospectus; Payment of Filing Fee*. The Registration Statement has become effective, and at Closing Time no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. A prospectus containing the Rule 430B Information shall have been filed with the Commission in the manner and within the time period required by Rule 424(b) without reliance on Rule 424(b)(8) (or a post-effective amendment providing such information shall have been filed and become effective in accordance with the requirements of Rule 430B). The Company and the Parent Guarantor have paid the registration fee for this offering pursuant to Rule 456(b)(1) under the 1933 Act or will pay such fee within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Time.

(b) *Opinion of Counsel for Company and the Parent Guarantor*. At Closing Time, the Underwriters shall have received the favorable opinion, dated as of Closing Time, of Stinson LLP, counsel for the Company and the Parent Guarantor, in form and substance reasonably satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters to the effect set forth in Exhibit A hereto.

(c) *Opinion of Counsel for Underwriters*. At Closing Time, the Underwriters shall have received the favorable opinion, dated as of Closing Time, of Simpson Thacher & Bartlett LLP, counsel for the Underwriters, in form and substance satisfactory to the Underwriters together with signed or reproduced copies of such letter for each of the other Underwriters with respect to matters as the Underwriters may request and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York and the federal law of the United States and the Delaware Limited Liability Company Act, upon the opinions of counsel satisfactory to the Underwriters. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company, the Parent Guarantor and its subsidiaries and certificates of public officials.

(d) *No Material Adverse Change; Officers' Certificate*. At Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus or the General Disclosure Package, any material adverse change or prospective material adverse change in the financial condition, the earnings or the business affairs of the Company, the Parent Guarantor and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Underwriters shall have received a certificate of the President or a Vice President of the Company and the Parent Guarantor and of the chief financial or chief accounting officer of the Company and the Parent Guarantor, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Company and the Parent Guarantor have complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or, to their knowledge, contemplated by the Commission.

(e) *Accountant's Comfort Letter*. At the time of the execution of this Agreement, the Underwriters shall have received from Deloitte & Touche LLP a letter dated such date, in form and substance reasonably satisfactory to the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements incorporated by reference and certain financial information contained in the Registration Statement and the Prospectus.

(f) *Bring-down Comfort Letter*. At Closing Time, the Underwriters shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, to the effect that it reaffirms the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to Closing Time.

(g) *Maintenance of Rating*. At Closing Time, the Securities shall be rated at least Baa3 (Stable Outlook) by Moody's Investors Service Inc. ("Moody's") and BBB (Stable Outlook) by Standard & Poor's Ratings Services ("S&P"), a division of The McGraw-Hill Companies, Inc., and the Company shall have delivered to the Underwriters a letter dated the Closing Time, from each such rating agency, or other evidence satisfactory to the Underwriters, confirming that the Securities have such ratings; and since the date of this Agreement (i) there shall not have occurred a downgrading in the rating assigned to the Securities or any of the Company's or the Parent Guarantor's other securities by either Moody's or S&P and (ii) neither Moody's nor S&P shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or any of the Company's or the Parent Guarantor's other securities.

(h) *Additional Documents*. At Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company and the Parent Guarantor in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Underwriters and counsel for the Underwriters.

(i) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by notice to the Company and the Parent Guarantor at any time at or prior to Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) *Indemnification of Underwriters*. The Company and the Parent Guarantor jointly and severally agree to indemnify and hold harmless each Underwriter, its affiliates, as such term is defined in Rule 501(b) under the 1933 Act (each, an "Affiliate"), its directors, officers and selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim and damage whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430B Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim and damage whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company and the Parent Guarantor; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel to the extent provided in Section 6(c)), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430B Information or any preliminary prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto).

(b) *Indemnification of Company, Parent Guarantor, Directors and Officers*. Each Underwriter severally agrees to indemnify and hold harmless the Company, the Parent Guarantor and each of their respective directors, each of their respective officers who signed the Registration Statement, and each person, if any, who controls the Company or the Parent Guarantor within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Rule 430B Information or any preliminary prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company and the Parent Guarantor by such Underwriter through the Representatives expressly for use therein, it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: (i) in the third paragraph under the caption "Underwriting" regarding concession and reallowance figures and (ii) in the ninth and tenth paragraphs under the caption "Underwriting" relating to stabilization, syndicate covering transactions and penalty bids.

(c) *Actions against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In case any such action is brought against any indemnified party, the indemnifying party may assume the defense of any litigation or proceeding in respect of which indemnity may be sought hereunder, including the employment of counsel. In any such litigation or proceeding the defense of which the indemnifying party shall have so assumed, any indemnified party shall have the right to participate in such litigation or proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and such indemnified party shall have mutually agreed in writing to the retention of such counsel or experts, (ii) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (iii) the indemnifying party shall have failed in a timely manner to assume the defense and employ counsel reasonably satisfactory to the indemnified party in such litigation or proceeding or (iv) the named parties to any such litigation or proceeding (including any impleaded parties) include the indemnifying party and such indemnified party and representation of the indemnifying party and any indemnified party by the same counsel would, in the reasonable opinion of the indemnified party, be inappropriate due to actual or potential differing interests between the indemnifying party and any such indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement. Notwithstanding the immediately preceding sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, an indemnifying party shall not be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its consent if such indemnifying party (i) reimburses such indemnified party in accordance with such request to the extent it considers such request to be reasonable and (ii) provides written notice to the indemnified party substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Parent Guarantor on the one hand and the Underwriters on the other hand from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Parent Guarantor on the one hand and of the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company and the Parent Guarantor on the one hand and the Underwriters on the other hand in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the Parent Guarantor and the total underwriting discount received by the Underwriters, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Securities as set forth on the cover of the Prospectus.

The relative fault of the Company and the Parent Guarantor on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company and the Parent Guarantor or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Parent Guarantor and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and each Underwriter's Affiliates, directors, officers and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Company or the Parent Guarantor, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company or the Parent Guarantor within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company and the Parent Guarantor. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the principal amount of Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company and the Parent Guarantor or any of their subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates, directors, officers or selling agents, any person controlling any Underwriter, its officers or directors or any person controlling the Company or the Parent Guarantor or (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination; General*. The Underwriters may terminate this Agreement, by notice to the Company, at any time at or prior to Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus (exclusive of any supplement thereto) or the General Disclosure Package, any material adverse change or prospective material adverse change in the financial condition, the earnings or business affairs of the Company, the Parent Guarantor and their subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Underwriters, impracticable or inadvisable to market the Securities or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Company or the Parent Guarantor has been suspended or materially limited by the Commission or the New York Stock Exchange, or if trading generally on the New York Stock Exchange or the Nasdaq Stock Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the Financial Institutions Regulatory Authority or any other governmental authority, or a material disruption has occurred in commercial banking or securities settlement, or (iv) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (v) if a banking moratorium has been declared by either Federal or New York State authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at Closing Time to purchase the Securities which it or they are obligated to purchase under this Agreement (the "Defaulted Securities"), the Underwriters shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Underwriters shall not have completed such arrangements within such 24-hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the aggregate principal amount of the Securities to be purchased hereunder, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(b) if the number of Defaulted Securities exceeds 10% of the aggregate principal amount of the Securities to be purchased hereunder, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, either the Underwriters or the Company shall have the right to postpone Closing Time for a period not exceeding seven days in order to effect any required changes in the Registration Statement or Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 10.

SECTION 11. Tax Disclosure. Notwithstanding any other provision of this Agreement, immediately upon commencement of discussions with respect to the transactions contemplated hereby, the Company and the Parent Guarantor (and each employee, representative or other agent of the Company and the Parent Guarantor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to the Company and the Parent Guarantor relating to such tax treatment and tax structure. For purposes of the foregoing, the term "tax treatment" is the purported or claimed federal income tax treatment of the transactions contemplated hereby, and the term "tax structure" includes any fact that may be relevant to understanding the purported or claimed federal income tax treatment of the transactions contemplated hereby.

SECTION 12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to an Underwriter shall be directed to such Underwriter at c/o; BofA Securities, Inc., 1540 Broadway, NY8-540-26-02, New York, NY 10036 (fax: (212) 901-7881); Attention: High Grade Debt Capital Markets Transaction Management/Legal; or J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 834-6081); Attention: Investment Grade Syndicate Desk, as the case may be (in each case, with a copy to Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, attention of John C. Ericson). Notices to the Company or the Parent Guarantor shall be directed to it at H&R Block World Headquarters, One H&R Block Way, Kansas City, Missouri 64105, (fax: (816) 854-8043, attention of HRB Treasury, with a copy to the HRB General Counsel (with a copy to Stinson LLP, 1201 Walnut Street, Kansas City, Missouri 64106, attention of Jack Bowling, Scott Gootee).

SECTION 13. No Advisory or Fiduciary Relationship. The Company and the Parent Guarantor acknowledge and agree that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company and the Parent Guarantor, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, the Parent Guarantor or any of their respective stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company or the Parent Guarantor with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or the Parent Guarantor on other matters) and no Underwriter has any obligation to the Company or the Parent Guarantor with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and the Parent Guarantor, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company and the Parent Guarantor have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

SECTION 14. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) among the Company, the Parent Guarantor and the Underwriters, or any of them, with respect to the subject matter hereof.

SECTION 15. Parties. This Agreement shall each inure to the benefit of and be binding upon the Underwriters, the Company, the Parent Guarantor and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters, the Company, the Parent Guarantor and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters, the Company, the Parent Guarantor and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 16. GOVERNING LAW; WAIVER OF RIGHT TO TRIAL BY JURY. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE. EACH OF THE COMPANY, THE PARENT GUARANTOR AND EACH UNDERWRITER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 17. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 18. Submission to Jurisdiction. The Company and the Parent Guarantor hereby submit to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and the Parent Guarantor waive any objection which they may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company and the Parent Guarantor agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and the Parent Guarantor, as applicable, and may be enforced in any court to the jurisdiction of which Company and the Parent Guarantor, as applicable, is subject by a suit upon such judgment.

SECTION 19. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 19:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. Sec. 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. Sec. 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. Sec. 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. Sec. 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. Sec.Sec. 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 21. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters, the Company and the Parent Guarantor in accordance with its terms.

Very truly yours,

BLOCK FINANCIAL LLC

By: /s/ Daniel J. White
Name: Daniel J. White
Title: Vice President, Corporate Tax and Treasurer

H&R BLOCK, INC.

By: /s/ Daniel J. White
Name: Daniel J. White
Title: Vice President, Corporate Tax and Treasurer

CONFIRMED AND ACCEPTED,
as of the date first above written:

BOFA SECURITIES, INC.

For itself and on behalf of the
several Underwriters listed in
Schedule A hereto

By: /s/ Andrew R. Karp

Authorized Signatory
Andrew R. Karp, Managing Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

J.P. MORGAN SECURITIES LLC

For itself and on behalf of the
several Underwriters listed in
Schedule A hereto

By: /s/ Stephen L. Sheiner

Authorized Signatory
Stephen L. Sheiner, Executive Director

SCHEDULE A

Name of Underwriter	Principal Amount of Securities
BofA Securities, Inc.	$147,500,000
J.P. Morgan Securities LLC	$147,500,000
PNC Capital Markets, LLC	$ 45,000,000
TD Securities (USA) LLC	$ 45,000,000
Truist Securities, Inc.	$ 45,000,000
US Bancorp Investments, Inc.	$ 45,000,000
BMO Capital Markets Corp.	$ 6,250,000
Fifth Third Securities, Inc.	$ 6,250,000
RBC Capital Markets, LLC	$ 6,250,000
Wells Fargo Securities, LLC	$ 6,250,000
Total	**$500,000,000**

SCHEDULE B

Subsidiaries

Aculink Mortgage Solutions, LLC
AcuLink of Alabama, LLC
Ada Services Corporation
BFC Transactions, Inc.
Block Financial LLC
Blue Acre SCS
Blue Fountains International, ULC
Blue Fountains LLC
Companion Insurance, Ltd.
Companion Mortgage Corporation
Emerald Financial Services, LLC
EquiCo, Inc.
Everyday Financial Services LLC
Financial Marketing Services, Inc.
Franchise Partner, Inc.
H&R Block (India) Private Limited
H&R Block Canada Financial Services, Inc.
H&R Block Canada, Inc.
H&R Block Eastern Enterprises, Inc.
H&R Block Enterprises LLC
H&R Block Group, Inc.
H&R Block Health Insurance Agency, Inc.
H&R Block Insurance Agency, Inc.
H&R Block Limited
H&R Block Management, LLC
H&R Block Personalized Services, LLC
H&R Block Tax Institute, LLC
H&R Block Tax Resolution Services, Inc.
H&R Block Tax Services LLC
Harbor Business Services, Inc.
HRB Business Innovations LLC
HRB Canada Holdings, ULC
HRB Deployment & Support LLC
HRB Development, LLC
HRB Digital LLC
HRB Expertise LLC
HRB Global Concepts Unlimited Company
HRB Global Unlimited
HRB Green Resources LLC
HRB GTC Ireland Unlimited Company
HRB Innovations, Inc.
HRB International LLC
HRB International Management LLC
HRB International Technology LLC
HRB Luxembourg Financing S.a.r.l.
HRB Luxembourg S.a.r.l.

HRB Mortgage Holdings, LLC
HRB Participant I LLC
HRB PR Enterprises LLC
HRB Products LLC
HRB Professional Resources LLC
HRB Resources LLC
HRB Retail Support Services LLC
HRB Supply LLC
HRB Tax Group, Inc.
HRB Technology Holding LLC
HRB Technology LLC
Latino Tax and Business Services, LLC
New Castle HoldCo LLC
OOMC Residual Corporation
PTF Services, LLC
RedGear Technologies, Inc.
RSM EquiCo, Inc.
Sand Canyon Acceptance Corporation
Sand Canyon Corporation
Sand Canyon Securities Corp.
Sand Canyon Securities II Corp.
Sand Canyon Securities III Corp.
Sand Canyon Securities IV LLC
ServiceWorks, Inc.
TaxWorks, Inc.
Tribena Limited
Wave Credit Inc.
Wave Financial Inc.
Wave Financial USA Inc.
Wave Money Inc.
Wave+ Inc.
Woodbridge Mortgage Acceptance Corporation

SCHEDULE C

Filed pursuant to Rule 433
Free Writing Prospectus dated June 22, 2021
Registration Statement Nos. 333-257271 and 333-257271-01

$500,000,000

BLOCK FINANCIAL LLC
2.500% NOTES DUE 2028
FULLY AND UNCONDITIONALLY GUARANTEED BY H&R BLOCK, INC.

This term sheet to the preliminary prospectus supplement dated June 22, 2021 (the "Preliminary Prospectus Supplement") should be read together with the Preliminary Prospectus Supplement before making a decision in connection with an investment in the securities. The information in this term sheet supersedes the information contained in the Preliminary Prospectus Supplement to the extent that it is inconsistent therewith. Terms used but not defined herein have the meaning ascribed to them in the Preliminary Prospectus Supplement.

Issuer:	Block Financial LLC, a Delaware limited liability company
Guarantor:	H&R Block, Inc., a Missouri corporation
Type:	SEC Registered
Expected Ratings*:	Baa3 (Stable Outlook) (Moody's) / BBB (Stable Outlook) (S&P)
Trade Date:	June 22, 2021
Settlement Date:	June 25, 2021 (T+3 days) It is expected that delivery of the notes will be made against payment therefor on or about June 25, 2021, which is the third business day following the date hereof (such settlement cycle being referred to as "T+3"). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on any date prior to the second business day before delivery will be required, by virtue of the fact that the notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to the second business day preceding the delivery date of the notes should consult their own advisors.
Use of Proceeds:	We intend to use the net proceeds from this offering for general corporate purposes, which may include, among other uses, redeeming our 5.500% notes due 2022.
Aggregate Principal Amount Offered:	$500,000,000
Maturity Date:	July 15, 2028
Interest Rate Per Annum:	2.500%
Interest Payment Dates:	Semi-annually on the 15th of every January and July
First Interest Payment Date:	January 15, 2022
Public Offering Price:	99.537%
Treasury Benchmark:	1.250% due May 31, 2028
Treasury Price:	100-06

Treasury Yield:	1.222%
Re-offer Spread vs. Treasury:	T + 135 bps
Yield to Maturity:	2.572%
Net Proceeds (before expenses):	$494,435,000
Interest Rate Adjustment:	The interest rate payable on the notes will be subject to adjustment from time to time if either Moody's or S&P (or any substitute rating agency) downgrades (or subsequently upgrades) the debt rating assigned to the notes as described under "Description of notes—Interest rate adjustment" in the Preliminary Prospectus Supplement.
Optional Redemption:	At any time prior to May 15, 2028 (which is the date that is two months prior to the maturity date of the notes), in whole or in part, at a redemption price equal to the greater of: (i) 100% of the principal amount of the notes to be redeemed, plus accrued interest to the redemption date, or (ii) the sum of the present values of the remaining scheduled payments of principal amount and interest on the notes to be redeemed that would be due if such notes matured on May 15, 2028 but for the redemption (not including any portion of payments of interest accrued as of the redemption date), discounted to the redemption date in accordance with customary market practice on a semi-annual basis at a rate equal to the sum of the Treasury Rate plus 20 basis points, plus accrued and unpaid interest to the redemption date. At any time on or following May 15, 2028, in whole or in part, at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued interest to the redemption date.
Mandatory Offer to Repurchase Notes:	In the event of a "Change of Control Triggering Event" as defined in the Preliminary Prospectus Supplement at 101% of their principal amount, plus accrued and unpaid interest.
Day Count:	30 / 360
Minimum Denomination / Multiples:	$2,000 / $1,000
CUSIP / ISIN:	093662AJ3 / US093662AJ37
Joint Bookrunners:	BofA Securities, Inc. J.P. Morgan Securities LLC PNC Capital Markets LLC TD Securities (USA) LLC Truist Securities, Inc. U.S. Bancorp Investments, Inc.
Co-Managers:	BMO Capital Markets Corp. Fifth Third Securities, Inc. RBC Capital Markets, LLC Wells Fargo Securities, LLC

* A credit rating of a security is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.

* * *

The issuer has filed a registration statement (including a prospectus) with the Securities and Exchange Commission, or SEC, for the offering to which this communication relates. Before you invest, you should read the Preliminary Prospectus Supplement, the accompanying prospectus and the other documents the company has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, the company, any underwriter or any dealer participating in the offering will arrange to send you these documents if you request them by contacting J.P. Morgan Securities LLC toll-free at (866) 846-2874 or BofA Securities, Inc. toll-free at (800) 294-1322.

This communication should be read in conjunction with the Preliminary Prospectus Supplement and the accompanying prospectus dated June 22, 2021.

Exhibit A

FORM OF OPINION OF COUNSEL TO THE COMPANY AND THE PARENT GUARANTOR
TO BE DELIVERED PURSUANT TO
SECTION 5(b)

Omitted.

Exhibit 4.1

FOURTH SUPPLEMENTAL INDENTURE

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of June 25, 2021, is among BLOCK FINANCIAL LLC (formerly known as Block Financial Corporation), a Delaware limited liability company (the "**Company**"), H&R BLOCK, INC., a Missouri corporation ("**Block**"), DEUTSCHE BANK TRUST COMPANY AMERICAS (formerly known as Bankers Trust Company), as trustee under the Indenture referred to below ("**First Trustee**") and U.S. BANK NATIONAL ASSOCIATION, as separate trustee under such Indenture in respect of the 2.500% Senior Notes Due 2028 (the "**Notes**") to be issued by the Company under the Indenture as referred to below ("**U.S. Bank**") (either First Trustee or U.S. Bank, as applicable, being herein called the "**Trustee**").

PRELIMINARY STATEMENT

WHEREAS, the Company and First Trustee have entered into an Indenture, dated as of October 20, 1997 (the "**Indenture**"), by and among the Company, Block and First Trustee, with respect to Debt Securities to be issued by the Company from time to time in one or more series. First Trustee has acted and will continue to act as trustee in respect of all series of Debt Securities which have been issued prior to the date of the Second Supplemental Indenture (as defined below) and remain outstanding. Capitalized terms used herein, not otherwise defined herein, shall have the meanings given them in the Indenture.

WHEREAS, the Company and Trustee have entered into a Second Supplemental Indenture, dated as of September 30, 2015 (the "**Second Supplemental Indenture**"), by and among the Company, Block, First Trustee and U.S. Bank, with respect to Debt Securities to be issued by the Company from time to time in one or more series. U.S. Bank has acted and will continue to act as trustee in respect of all series of Debt Securities which have been issued after the date of the Second Supplemental Indenture and prior to the date of this Fourth Supplemental Indenture and remain outstanding.

WHEREAS, Section 9.01(j) of the Indenture provides that, under certain circumstances, a supplemental indenture may be entered into by the Company, Block and First Trustee without the written consent of the Holders in order to appoint a separate trustee with respect to one or more series of Debt Securities.

WHEREAS, the Notes will be issued pursuant to the Indenture, as supplemented by this Fourth Supplemental Indenture and an officers' certificate of the Company establishing the terms of the Notes.

WHEREAS, in accordance with the terms of Section 9.01(j) of the Indenture, each of the Company, by a written consent of its Manager, and Block, by a resolution of a duly appointed committee of its Board of Directors, has duly authorized this Fourth Supplemental Indenture, and U.S. Bank has agreed to act as separate trustee with respect to the Notes.

WHEREAS, each of the parties has determined that this Fourth Supplemental Indenture is in form satisfactory to each of them.

WHEREAS, all things necessary to make this Fourth Supplemental Indenture a valid agreement of the Company, Block, First Trustee and U.S. Bank and a valid amendment of and supplement to the Indenture have been done.

NOW, THEREFORE,

For and in consideration of the premises provided in the Indenture, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes issued under the Indenture with effect from and after the date of this Fourth Supplemental Indenture, as follows:

Section 1. Appointment.

Each of Block and the Company hereby appoints U.S. Bank, and U.S. Bank hereby accepts such appointment, as the Trustee under the Indenture for the Notes.

Section 2. Effectiveness; Termination

(a) This Fourth Supplemental Indenture is entered into pursuant to and consistent with Section 9.01 of the Indenture, and nothing herein shall constitute an amendment, supplement or waiver requiring the approval of any of the Holders pursuant to Section 9.02.

(b) This Fourth Supplemental Indenture shall become effective and binding on the Company, Block, First Trustee and U.S. Bank and the Holders of the Debt Securities upon the execution and delivery by the parties to this Fourth Supplemental Indenture.

Section 3. Reference to and Effect on the Indenture.

(a) On and after the effective date hereof pursuant to Section 2 above, each reference in the Indenture to “the Indenture,” “this Indenture,” “hereunder,” “hereof” or “herein’ shall mean and be a reference to the Indenture as supplemented by this Fourth Supplemental Indenture unless the context otherwise requires and each reference in the Indenture to “the Trustee” shall mean and be a reference to First Trustee, in respect of all series of Debt Securities which have been issued prior to the date of the Second Supplemental Indenture and remain outstanding, or to U.S. Bank, in respect of all series of Debt Securities which have been issued after the date of the Second Supplemental Indenture and remain outstanding and the Notes, unless the context otherwise requires.

(b) Except as specifically amended above and in Section 5 below, the Indenture shall remain in full force and effect and is hereby ratified and confirmed.

(c) Nothing contained herein or in the Indenture shall constitute First Trustee and U.S. Bank as co-trustees of the same trust and each such Trustee shall be Trustee of a trust or trusts under the Indenture separate and apart from any trust or trusts administered by any other such Trustee.

(d) The Company’s obligation and covenant to compensate and indemnify the Trustee pursuant to Section 7.06 of the Indenture shall apply to all reasonable expenses, disbursements and advances and any loss, liability or expense incurred by any Trustee (without negligence, willful misconduct or bad faith on the part of such Trustee, its officers, directors, employees and agents) arising out of or in connection with any series of Debt Securities under the Indenture, regardless of whether such Trustee is the Trustee of such series of Debt Securities.

Section 4. Governing Law.

This Fourth Supplemental Indenture shall be construed and enforced in accordance with, and interpreted under, the internal laws of the State of New York.

Section 5. Counterparts and Methods of Execution.

This Fourth Supplemental Indenture may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties have not signed the same counterpart. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Fourth Supplemental Indenture or any document to be signed in connection with this Fourth Supplemental Indenture (including, without limitation, the Global Securities, the Guarantee and any Officers' Certificate) shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means, it being understood that Sections 2.04 and 2.19 of the Indenture shall be deemed amended solely with respect to the Notes to the extent necessary to permit the execution and authentication of the applicable Global Securities and the Guarantee by such electronic signatures. Company agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6. Titles.

Section titles are for descriptive purposes only and shall not control or alter the meaning of this Fourth Supplemental Indenture as set forth in the text.

Section 7. The Trustee.

(a) Neither trustee shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture (except as to itself).

(b) In the performance of its obligations hereunder, U.S. Bank, as the Trustee for the Notes, shall be provided with all of the rights, benefits, protections, indemnities and immunities afforded to the Trustee pursuant to the Indenture.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Company, Block, First Trustee and U.S. Bank have caused this Fourth Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized all as of the day and year first above written.

H&R BLOCK, INC.

By: /s/ Daniel J. White
Name: Daniel J. White
Title: Vice President, Corporate Tax and Treasurer

BLOCK FINANCIAL LLC

By: /s/ Daniel J. White
Name: Daniel J. White
Title: Vice President, Corporate Tax and Treasurer

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Linda E. Garcia
Name: Linda E. Garcia
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as First Trustee

By: /s/ Luke Russell
Name: Luke Russell
Title: Vice President

By: /s/ Irina Golovashchuck
Name: Irina Golovashchuck
Title: Vice President

Exhibit 4.2

BLOCK FINANCIAL LLC

OFFICERS' CERTIFICATE

The undersigned, Tony G. Bowen, President of Block Financial LLC, a Delaware limited liability company (f/k/a Block Financial Corporation, the "Issuer"), and Daniel J. White, Vice President, Corporate Tax and Treasurer of the Issuer, do hereby certify that, pursuant to the Indenture, dated as of October 20, 1997 (the "Base Indenture"), among the Issuer, H&R Block, Inc. ("Block") and Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) ("Deutsche Bank"), as supplemented by that certain Fourth Supplemental Indenture, dated as of the date hereof, among the Issuer, Block, Deutsche Bank and U.S. Bank National Association, as separate trustee under the Indenture in respect of the series of debt securities of the Issuer being established hereby (together with the Base Indenture, the "Indenture"), a series of debt securities of the Issuer is hereby established with the terms set forth below. Unless otherwise defined in this Officers' Certificate (this "Certificate"), capitalized terms used herein have the meanings given thereto in the Indenture.

(1) The title of the securities shall be the "2.500% Notes due 2028" (the "Notes").

(2) U.S. Bank National Association has been appointed as the Trustee under the Indenture and as Registrar, Paying Agent, transfer agent and authenticating agent with respect to the Notes.

(3) The aggregate principal amount of the Notes which may be initially authenticated and delivered under the Indenture shall be initially limited to a maximum of $500,000,000, subject to the right of the Issuer to issue additional principal amount of the Notes at any time and from time to time in the future on the same terms and conditions (except for any differences in the issue price and interest accrued prior to the issue date of the additional Notes), and with the same CUSIP number, as the Notes issued hereby; provided that if such additional Notes are not fungible for U.S. federal income tax purposes with the original Notes, such additional Notes shall have a separate CUSIP number.

(4) The Stated Maturity of the Notes is July 15, 2028.

(5) Subject to paragraph 13 of this Certificate, the Notes shall bear interest at the rate of 2.500% per annum (the "Original Interest Rate"), which interest shall accrue from June 25, 2021 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, on the Notes until their principal is paid.

(6) Interest on the Notes shall be payable semi-annually on January 15 and July 15 of each year (each, an "Interest Payment Date"), commencing on January 15, 2022 to Holders of record at the close of business on the January 1 or July 1, respectively, next preceding each such Interest Payment Date, whether or not a Business Day.

(7) The Issuer hereby designates as Places of Payment for the Notes (i) the principal corporate trust office of U.S. Bank National Association in St. Paul, Minnesota, or (ii) any other banking institution hereafter selected by the officers of the Issuer. Such Place of Payment shall also be (a) where the Notes may be presented for registration of transfer or exchange, (b) where notices and demands to or upon the Issuer in respect of the Notes or the Indenture may be made or served and (c) where the Notes may be presented for payment of principal, premium, if any, and interest.

(8) The Notes are approved in the form attached hereto as Exhibit A and shall be issued upon original issuance in whole in the form of book-entry Global Securities, and the Depositary shall be The Depository Trust Company, New York, New York. Such Global Securities shall bear the legends set forth in the form of Note attached as Exhibit A hereto.

(9) In addition to the circumstances specified in Section 2.15(c)(i) and (ii) of the Base Indenture, the Global Securities may be exchanged for individual Notes in definitive registered form if an Event of Default has occurred and is continuing.

(10) The Issuer may, at its option, redeem the Notes, in whole or in part, at any time prior to May 15, 2028 (which is the date that is two months prior to the maturity date of the Notes) (the "Par Call Date") at a redemption price equal to the greater of:

(a) 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date, and

(b) the sum of the present values of the remaining scheduled payments of principal amount and interest on the Notes to be redeemed that would be due if the Notes matured on the Par Call Date but for the redemption (not including any portion of payments of interest accrued as of the redemption date), discounted to the redemption date in accordance with customary market practice on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 20 basis points, plus accrued and unpaid interest to the redemption date.

The Issuer may, at its option, redeem the Notes, in whole or in part, at any time on or following the Par Call Date at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date.

The redemption price for the Notes to be redeemed shall be calculated by the Independent Investment Banker assuming a 360-day year consisting of twelve 30-day months.

For purposes of the Notes:

"Treasury Rate" means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated on the third Business Day preceding the redemption date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed (assuming, for this purpose, that such Notes matured on the Par Call Date) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to such remaining term.

"Comparable Treasury Price" means, with respect to any redemption date:

(x) the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations,

(y) if the Issuer obtains fewer than four Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received, or

(z) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"Independent Investment Banker" means an independent investment banking institution of national standing appointed by the Issuer, which may be one of the Reference Treasury Dealers.

"Reference Treasury Dealer" means each of (1) J.P. Morgan Securities LLC, or its affiliates, and their respective successors, (2) BofA Securities, Inc., or its affiliates, and their respective successors (each, a "Primary Treasury Dealer"), and (3) any other Primary Treasury Dealer selected by the Issuer; provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Issuer shall substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by that Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding that redemption date.

The Issuer shall send notice of any redemption at least 15 days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed (with notice to the Trustee given at least five days prior to when notice is provided to Holders, unless a shorter period is agreed to by the Trustee). Any notice of redemption may, at the Issuer's discretion, be conditioned on the satisfaction of one or more conditions precedent, including, but not limited to, the occurrence or consummation of any event or transaction as described in the notice before the date fixed for the redemption. A notice of conditional redemption will be of no effect unless all conditions to the redemption have occurred before the redemption date or have been waived by the Issuer. Unless the Issuer defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on the Notes or portions of the Notes called for redemption.

If less than all of the Notes are to be redeemed at any time, the Trustee shall select Notes for redemption on a pro rata basis, by lot or by such method as the Trustee deems fair and appropriate; provided, however, that, so long as the Notes are held in book-entry form, the Notes shall be selected for redemption in accordance with the Depositary's then-current practice.

(11) Upon the occurrence of a Change of Control Triggering Event (as defined herein), unless the Issuer has exercised its right to redeem the Notes pursuant to paragraph 10 hereof, each Holder of Notes will have the right to require the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes as provided herein (the "Change of Control Offer") at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, the Issuer shall send a notice to each Holder of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute such Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this paragraph 11 and that all Notes validly tendered will be accepted for payment;

(iii) the Change of Control Payment and the date on which the Change of Control Payment will be made (the "Change of Control Payment Date"), which shall be a Business Day that is no earlier than 30 days nor later than 60 days from the date the notice is sent, other than as may be required by law;

(iv) that any Note not tendered will continue to accrue interest;

(v) that any Note accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Payment Date unless the Issuer shall default in the Change of Control Payment and the only remaining right of the Holder thereof is to receive the Change of Control Payment upon surrender of such Note to the Paying Agent;

(vi) that Holders of the Notes electing to have a portion of a Note purchased pursuant to the Change of Control Offer may only elect to have such Note purchased in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof;

(vii) that if a Holder of Notes elects to have such Notes purchased pursuant to the Change of Control Offer it will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, or transfer by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day prior to the Change of Control Payment Date;

(viii) that a Holder of Notes will be entitled to withdraw its election if the Issuer receives, not later than the third Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of such Notes such Holder delivered for purchase, and a statement that such Holder is withdrawing its election to have such Notes purchased; and

(ix) that if Notes are purchased only in part a new Note of the same type will be issued in a principal amount equal to the unpurchased portion of such Notes surrendered.

On the Change of Control Payment Date, the Issuer shall, to the extent lawful, (a) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (b) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof properly tendered and (c) deliver or cause to be delivered to the Trustee for cancellation the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer. The Paying Agent shall promptly send to each Holder of such Notes properly tendered the Change of Control Payment for such Notes, and the Trustee, upon receipt of an order from the Issuer, shall promptly authenticate and send (or cause to be transferred by book entry) to such Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered by such Holder, if any, in denominations as set forth in the Indenture.

The Issuer shall comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other applicable securities laws and regulations thereunder to the extent these laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this paragraph 11, the Issuer and Block will comply with the applicable securities laws and regulations and will not be deemed to have breached its or their obligations under this paragraph 11 by virtue of such conflicts.

For purposes of the Notes:

"Below Investment Grade Rating Event" means the ratings on the Notes are lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee or the Issuer in writing at the Trustee's or the Issuer's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity.

"Change of Control" means the occurrence of any of the following:

(a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of Block's properties or assets and of Block's Subsidiaries' properties or assets taken as a whole to any Person or group of related "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) (a "Group") other than the Issuer or Block or one of their Subsidiaries or a holding company satisfying the conditions of the proviso below;

(b) the adoption of a plan relating to liquidation or dissolution of Block;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group (other than the Issuer or Block or one of their subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Issuer's or Block's Voting Stock; or

(d) the first day on which a majority of the members of the board of directors of Block are not Continuing Directors.

Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (i) Block becomes a direct or indirect, wholly-owned subsidiary of a holding company or transfers all or substantially all of its assets to a holding company and (ii) immediately following that transaction, (A) the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the holders of Block's Voting Stock immediately prior to that transaction or (B) no Person or Group is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the holding company.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Continuing Director" means, as of any date of determination, any member of the board of directors of Block who (i) was a member of the board of directors of Block on the date of the issuance of the Notes or (ii) was nominated for election, elected or appointed to Block's board of directors with the approval of a majority of the Continuing Directors who were members of the board of directors of Block at the time of such nomination, election or appointment (either by a specific vote or by approval of Block's proxy statement in which such member was named as a nominee for election as a director).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Moody's" means Moody's Investors Service, Inc. or its successor.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity, and includes a "person" as used in Section 13(d)(3) of the Exchange Act.

"Rating Agencies" means (i) each of Moody's and S&P and (ii) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Issuer's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by Block (as certified by a resolution of the board of directors of Block) as a replacement agency for Moody's or S&P, or either of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or its successor.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable.

(12) Unless a Change of Control Triggering Event has occurred with respect to the Notes, the Holders of the Notes shall not have the right to demand repayment of the Notes prior to maturity.

(13) The interest rate payable on the Notes shall be subject to adjustments from time to time if either Moody's or S&P (or, in either case if applicable, any Substitute Rating Agency (as defined below)) downgrades or subsequently upgrades the debt rating assigned to the Notes, as set forth below.

If the rating from Moody's (or any applicable Substitute Rating Agency) of the Notes is decreased to a rating set forth in the immediately following table, the interest rate on the Notes shall increase from the Original Interest Rate for the Notes by the percentage set forth opposite that rating:

Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%
*Including the equivalent ratings of any Substitute Rating Agency.	

If the rating from S&P (or any applicable Substitute Rating Agency) of the Notes is decreased to a rating set forth in the immediately following table, the interest rate on the Notes shall increase from the Original Interest Rate for the Notes by the percentage set forth opposite that rating:

Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%
*Including the equivalent ratings of any Substitute Rating Agency.	

Notwithstanding the foregoing, if at any time the interest rate on the Notes has been adjusted upward and either Moody's or S&P (or any applicable Substitute Rating Agency), as the case may be, subsequently increases its rating of the Notes to any of the threshold ratings set forth in the tables above, the interest rate on the Notes shall be decreased such that the interest rate for the Notes equals the Original Interest Rate for the Notes plus the percentages set forth opposite the ratings from the tables above in effect immediately following the increase. If Moody's (or any applicable Substitute Rating Agency) subsequently increases its rating of the Notes to Baa3 or higher and S&P (or any applicable Substitute Rating Agency) increases its rating to BBB- or higher (or, in either case if applicable, the equivalent rating of any Substitute Rating Agency) the interest rate on the Notes shall be decreased to the Original Interest Rate for the Notes.

Each adjustment required by any decrease or increase in a rating set forth above, whether occasioned by the action of Moody's or S&P (or any applicable Substitute Rating Agency), shall be made independent of any and all other adjustments. In no event shall (1) the interest rate for the Notes be reduced to below the Original Interest Rate for the Notes or (2) the total increase in the interest rate on the Notes exceed 2.00% above the Original Interest Rate for the Notes.

If at any time either Moody's or S&P (or any applicable Substitute Rating Agency) ceases to provide a rating of the Notes and a Substitute Rating Agency is not obtained as provided below, any subsequent increase or decrease in the interest rate of the Notes necessitated by a reduction or increase in the rating by the agency continuing to provide the rating shall be twice the percentage set forth in the applicable table above. No adjustments in the interest rate of the Notes shall be made solely as a result of either Moody's or S&P (or any applicable Substitute Rating Agency) ceasing to provide a rating. If none of Moody's, S&P or any Substitute Rating Agency provides a rating of the Notes, the interest rate on the Notes shall increase to, or remain at, as the case may be, 2.00% above the Original Interest Rate for the Notes.

If at any time either Moody's or S&P (or any applicable Substitute Rating Agency) ceases to provide a rating of the Notes for reasons outside of the Issuer's control, the Issuer may, at its option, obtain a rating of the Notes from another nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act, to the extent one exists, and if another nationally recognized statistical rating organization rates the Notes (such organization, as certified by the Issuer in writing to the Trustee, a "Substitute Rating Agency"), for purposes of determining any increase or decrease in the interest rate on the Notes pursuant to the table above (a) such Substitute Rating Agency will be substituted for the last such rating agency to provide a rating of the Notes but which has since ceased to provide such rating until such time, if any, as such rating agency resumes providing a rating of the Notes, (b) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuer and, for purposes of determining the applicable ratings included in the table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's, S&P or any prior Substitute Rating Agency (if applicable), as the case may be, in such table and for any other purpose described in this section and (c) the interest rate on the Notes will increase, decrease or remain unchanged, as the case may be, as described above to reflect any change in the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (b) above) compared to the prior percentage, if any, corresponding to the rating agency for which the Substitute Rating Agency has been substituted. If either Moody's or S&P ceases to provide a rating of the Notes for reasons within the Issuer's control, the Issuer will not be entitled to obtain a rating from a Substitute Rating Agency, and the increase or decrease in the interest rate of the Notes shall be determined in the manner described above as if either only one or no rating agency provides a rating of the Notes, as the case may be.

Any interest rate increase or decrease described above shall take effect on the next Business Day after the rating change has occurred. The Issuer shall provide written notification to the Trustee of any adjustment to the interest rate promptly following any ratings event requiring such adjustment pursuant to this paragraph 13.

The interest rate on the Notes shall permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by either or both rating agencies (or any applicable Substitute Rating Agency)) if the Notes become rated Baa1 and BBB+ or higher by Moody's and S&P, respectively (or, in either case if applicable, the equivalent rating of any Substitute Rating Agency) (or one of these ratings if only rated by one rating agency), with a stable or positive outlook by each of the rating agencies.

(14) The Notes shall be general unsecured obligations of the Issuer and shall rank equal in right of payment, on a pari passu basis, with all of its other existing and future unsecured and unsubordinated senior indebtedness. The Notes shall be fully and unconditionally guaranteed on a senior unsecured basis by Block. The guarantees of the Notes shall rank equal in right of payment, on a pari passu basis, with all of Block's existing and future unsecured and unsubordinated senior indebtedness and guarantees.

(15) The Notes shall not be subject to any sinking fund requirement.

(16) Section 4.10 of the Base Indenture with respect to the Notes shall be replaced with the following:

Limitation on Liens. Unless the Company contemporaneously secures the Notes equally and ratably with (or prior to) such obligation, the Company shall not, and shall not permit any of its Subsidiaries to create or permit to exist any Lien on any Principal Property, or any shares of stock or Indebtedness of a Restricted Subsidiary, whether owned on the date of issuance of the Notes or thereafter acquired, securing any obligation, except for:

(i) Permitted Liens; or

(ii) Liens securing Indebtedness if, after giving pro forma effect to the incurrence of such Indebtedness (and the receipt and application of the proceeds thereof) or the securing of outstanding Indebtedness, all Indebtedness of the Company and its Subsidiaries secured by Liens on any Principal Property (other than Permitted Liens), at the time of determination does not exceed the greater of $250,000,000 or 15% of the total consolidated stockholders' equity of the Company as shown on the audited consolidated balance sheet contained in the latest annual report to stockholders of the Company.

(17) The definition of "Capitalized Lease Obligation" in the Base Indenture with respect to the Notes shall be replaced with the following:

"Capitalized Lease Obligation" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP as in effect on December 31, 2015; and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP as in effect on December 31, 2015; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

(18) The definition of "Credit Agreement" in the Base Indenture with respect to the Notes shall be replaced with the following:

"Credit Agreement" means, as supplemented, amended, modified, refinanced or replaced at any time from time to time, the Fourth Amended and Restated Credit and Guarantee Agreement dated June 11, 2021, among Block Financial LLC, H&R Block, Inc., the lenders party thereto from time to time, and J.P. Morgan Chase Bank, N.A., as Administrative Agent.

(19) The definition of "Permitted Lien" in the Base Indenture with respect to the Notes shall be replaced with the following:

"Permitted Liens" means, with respect to any Person,

(a) pledges or deposits by such Person under worker's compensation laws, unemployment insurance laws, social security laws or similar legislation, or good faith deposits in connection with bids, trade contracts, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or bonds to secure performance, surety or appeal bonds to which such Person is a party or which are otherwise required of such Person, or deposits as security for contested taxes or import duties or for the payment of rent or other obligations of like nature, in each case Incurred in the ordinary course of business;

(b) Liens imposed by law, such as carriers', warehousemen's, laborers', materialmen's, landlords', repairmen's, vendors', workmen's, operators', factors and mechanics liens, in each case for sums not yet delinquent by more than 30 days or being contested in good faith by appropriate proceedings;

(c) Liens for taxes, assessments and other governmental charges or levies not yet due or which are being contested in good faith by appropriate proceedings;

(d) survey exceptions, encumbrances, easements or reservations of or with respect to, or rights of others for or with respect to, licenses, rights-of-way, sewers, electric and other utility lines and usages, telegraph and telephone lines, pipelines, surface use, operation of equipment, permits, servitudes and other similar matters, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially adversely detract from the value of the affected properties or materially interfere with the ordinary course of business of such Person;

(e) Liens existing on or provided for under the terms of agreements existing on the date the Notes are issued (including, without limitation, under existing credit agreements);

(f) Liens on property at the time the Company or any of its Subsidiaries acquired the property or the entity owning the property; provided, however, any such Lien may not extend to any other property owned by the Company or any of its Subsidiaries;

(g) Liens on any Principal Property, or any shares of stock or Indebtedness of any Subsidiary, that the Company or any Subsidiary acquires after the date of the Indenture that are created contemporaneously with such acquisition, or within 24 months thereafter, to secure or provide for the payment or financing of any part of the purchase price thereof;

(h) Liens and transfers arising from, or in connection with, any securitization, sale or other transfer, or any financing, involving loans, servicing assets, securities, receivables or other financial assets (or, in each case, portions thereof, or participations therein) and/or, in each case, related rights and interests;

(i) Liens securing a Hedging Obligation so long as such Hedging Obligation is of the type customarily entered into for the purpose of limiting risk;

(j) Purchase Money Liens;

(k) Liens securing intercompany Indebtedness and obligations (including under repurchase agreements or other similar obligations) owed to the Company or a wholly-owned subsidiary of the Company;

(l) Liens on any property to secure Indebtedness incurred in connection with the construction, installation or financing of pollution control or abatement facilities or other forms of industrial revenue bond financing or Indebtedness issued or Guaranteed by the United States, any state or any department, agency or instrumentality thereof;

(m) Government Contract Liens;

(n) Liens securing Indebtedness of joint ventures in which the Company or a Subsidiary has an interest to the extent such Liens are on property or assets of such joint ventures;

(o) Liens arising in connection with payables to brokers and dealers in the ordinary course of business;

(p) Liens arising in connection with deposits and other liabilities incurred by banking and/or other financial services or cash management activities in the ordinary course of business;

(q) banker's Liens, rights of setoff and other similar Liens existing solely with respect to bank accounts maintained by the Company and its Subsidiaries, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained; provided that, unless the Liens are non-consensual and arise by operation of law, the Liens shall not secure (either directly or indirectly) the repayment of any Indebtedness;

(r) Liens resulting from the deposit of funds or evidences of Indebtedness in trust for the purpose of defeasing Indebtedness of the Company or any of its Subsidiaries;

(s) legal or equitable Liens deemed to exist by reason of negative pledges or the existence of any litigation or other legal proceeding and any related *lis pendens* filing (excluding any attachment prior to judgment lien or attachment lien in aid of execution on a judgment);

(t) any attachment Lien being contested in good faith and by proceedings promptly initiated and diligently conducted upon such Person's actual knowledge thereof, unless the attachment giving rise to the Lien shall not, within sixty days after the entry thereof, have been discharged or fully bonded or shall not have been discharged within sixty days after the termination of any such bond;

(u) any judgment Lien, unless the judgment it secures shall not, within sixty days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within sixty days after the expiration of any such stay;

(v) Liens to banks arising from the issuance of letters of credit issued by such banks or other financial institutions;

(w) rights of a common owner of any interest in property held by such Person;

(x) any defects, irregularities or deficiencies in title to easements, rights-of-way or other properties which do not in the aggregate materially adversely affect the Company and its Subsidiaries taken as a whole;

(y) Liens securing Indebtedness in an aggregate outstanding principal amount not to exceed $300,000,000 on (i) the property located at One H&R Block Way, Kansas City, Missouri, together with all adjacent properties, including, without limitation, parking structures, owned by the Company and its Subsidiaries and (ii) all rights, incentives, benefits and other interests related thereto, including air rights, development rights and tax incentives; and

(z) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements), as a whole, or in part, of any obligation secured by any Lien referred to in the foregoing clauses (e) through (n); provided, however, that (i) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property) and (ii) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the obligations described under clauses (e) through (n) at the time the original Lien became a Permitted Lien under this Indenture and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement.

(20) The definition of "Principal Property" in the Base Indenture shall be replaced with the following:

> "Principal Property" means, as of any date of determination, any property or assets owned by the Company or any Subsidiary other than any such property or assets which, in the good faith opinion of the Company's board of directors, are not of material importance to the business conducted by the Company and its Subsidiaries taken as a whole; it being understood and agreed that in no event will the term "Principal Property" include any ownership interests in, or any property or assets of any entity whose activities are reported as discontinued operations.

(21) Section 4.08 of the Base Indenture (Maintenance of Properties) shall not be applicable to the Notes.

(22) Upon a covenant defeasance in accordance with Section 11.02 of the Base Indenture (Satisfaction and Discharge of Indenture; Defeasance; Unclaimed Moneys), the Issuer and Block's obligations under Section 4.07 of the Base Indenture (Existence), Section 4.09 of the Base Indenture (Payment of Taxes and Other Claims), Section 4.10 of the Base Indenture (Limitation on Liens), paragraph 16 of this Certificate and Section 4.11 of the Base Indenture (Ownership of BFC) shall terminate.

(23) References in the Indenture to the "Board of Directors" of the Issuer are understood to refer to its sole manager or any other individual, group or entity that carries out an equivalent role of a board of directors in the future.

(24) Section 6.01(h) of the Base Indenture with respect to the Notes shall be replaced with the following:

> (h) the entry of an order or decree by a court having competent jurisdiction in the premises for (i) relief in respect of BFC, the Company or any of its Restricted Subsidiaries or a substantial part of any of their property under Title 11 or the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for BFC, the Company or any such Restricted Subsidiary or for a substantial part of any of their property (except any decree or order appointing such official of any Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another Subsidiary or Subsidiaries of the Company or to the Company), (iii) the winding-up or liquidation of BFC, the Company or any such Restricted Subsidiary (except any decree or order approving or ordering the winding up or liquidation of the affairs of a Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another Subsidiary or Subsidiaries of the Company or to the Company) or (iv) any similar relief is granted under any foreign laws; and in each case, such order or decree shall continue unstayed and in effect for 60 consecutive days; or

(25) Clauses (a) through (h) of Section 6.01 of the Base Indenture, as amended by paragraph 24 of this Certificate, shall be the only of Events of Default with respect to the Notes. Section 6.01 of the Base Indenture will be further amended to include the following paragraph after the enumerated Events of Default:

> It is understood and agreed that no action, activity, event, order, decree or relief described in either of the two Events of Default described in Section 6.01(g) and Section 6.01(h) that relates solely to any ownership interest in, or any property or assets of, any entity whose activities are reported as discontinued operations will constitute an Event of Default.

(26) Section 6.07 of the Base Indenture with respect to the Notes shall be amended to include the following sentence at the end of such section:

> Except in the case of a Default in the payment of principal of, or premium, if any, or interest on, any Note that is to be paid by the Trustee, as Paying Agent, the Trustee shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless a responsible officer of the Trustee shall have received written notice from the Company, BFC or a Holder describing such Default or Event of Default, and stating that such notice is a notice of default.

(27) Section 9.01 of the Base Indenture with respect to the Notes shall be amended to include the following additional clause (l) following clause (k) thereof:

(l) to make any change that does not adversely affect the rights of any Holder of Notes.

(28) Section 10.01 of the Base Indenture with respect to the Notes shall be replaced with the following:

Consolidations and Mergers of the Company. Neither the Company nor BFC shall consolidate with or merge with or into any Person, or convey, transfer or lease all or substantially all the assets of the Company on a consolidated basis to any Person (other than the Company or any Subsidiary), unless the following conditions have been satisfied:

(i) either (a) the Company or BFC shall be the continuing Person in the case of a consolidation or merger or (b) the resulting, surviving or transferee Person if other than the Company or BFC (the "Successor Company") shall be a Person organized and existing under the laws of the United States, any State thereof or the District of Columbia and expressly assumes, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Company or BFC, as applicable, under the Notes and this Indenture;

(ii) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Company or any Subsidiary of the Company as a result of such transaction as having been incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default would occur or be continuing; and

(iii) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and each related supplemental indenture, if any, complies with this Indenture.

(29) Clause (2) of Section 11.03 of the Base Indenture with respect to the Notes shall be replaced with the following:

(2) the Issuer delivers to the Trustee a certificate from a nationally recognized firm of independent accountants, nationally recognized investment bank or nationally recognized appraisal or valuation firm expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited U.S. Obligations plus any deposited money without investment will provide cash at such times and in such amounts as will be sufficient to pay the principal, premium and interest when due on all the Debt Securities of such series to maturity or redemption, as the case may be;

(30) The Notes shall be subject to Article XI of the Base Indenture (Satisfaction and Discharge of Indenture; Defeasance; Unclaimed Moneys), as amended by paragraph 22 of this Certificate.

(31) The Notes will be issued in registered form, in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(32) The initial public offering price of the Notes is 99.537% of the principal amount thereof, plus accrued interest, if any, from June 25, 2021.

(33) The price to be received by the Issuer from the Underwriters pursuant to the Underwriting Agreement, dated June 22, 2021, among the Issuer, Block and BofA Securities, Inc. and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein, for the Notes shall be 98.887% of the principal amount thereof.

(34) In case of any conflict between this Certificate and the Notes in the form referred to in paragraph 8, the Notes shall control.

[signature pages follow]

IN WITNESS WHEREOF, I have signed my name as of this 25th day of June, 2021.

By: /s/ Tony G. Bowen
Name: Tony G. Bowen
Title: President

By: /s/ Daniel J. White
Name: Daniel J. White
Title: Vice President, Corporate Tax and Treasurer

Exhibit A

[Form of Note]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Number R-1 $

CUSIP 093662 AJ3

Block Financial LLC

2.500% Note due 2028

Rate of Interest	**Maturity Date**	**Original Issue Date**
2.500%	July 15, 2028	June 25, 2021

BLOCK FINANCIAL LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (herein called the "Company", which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of _____ ($_____), at the office or agency of the Company in St. Paul, Minnesota, on July 15, 2028, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, at the rate of 2.500% per annum (the "Original Interest Rate"), from the date hereof or from the most recent date to which interest has been paid or duly provided for, semi-annually on January 15 and July 15 of each year and at maturity, on said principal sum at said office or agency, in like coin or currency, commencing on January 15, 2022.

The interest so payable on any January 15 or July 15 will, subject to certain exceptions provided in the Indenture referred to on the reverse hereof, be paid to the person in whose name this Note is registered at the close of business on such January 1 or July 1, as the case may be, next preceding such January 15 or July 15, unless the Company shall default in the payment of interest due on such interest payment date, in which case such defaulted interest, at the option of the Company, may be paid to the person in whose name this Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice to the registered Holders of Notes not less than ten days preceding such special record date or may be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed. Payment of interest may, at the option of the Company, be made by check mailed to the registered address of the person entitled thereto.

This Note is one of a duly authorized issue of unsecured notes or other evidences of indebtedness of the Company (hereinafter called the "Securities"), of the series hereinafter specified, all issued or to be issued under an indenture dated as of October 20, 1997 (the "Base Indenture"), among the Company (formerly known as Block Financial Corporation), H&R Block, Inc. (the "Guarantor") and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) ("DBT"), as supplemented by that certain Fourth Supplemental Indenture, dated as of June 25, 2021 (the "Supplemental Indenture," and together with the Base Indenture, the "Indenture"), among the Company, the Guarantor, DBT and U.S. Bank National Association, as separate trustee under the Indenture (the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the respective rights and duties thereunder of the Trustee, DBT, the Company, the Guarantor and the Holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest at different rates, may have different conversion prices (if any), may be subject to different redemption provisions, may be subject to different sinking, purchase or analogous funds, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided. This Note is one of a series designated as the 2.500% Notes due 2028 of the Company (herein called the "Notes") issued under the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place. This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:_____, 2021

BLOCK FINANCIAL LLC

By: _____
Name: Tony G. Bowen
Title: President

By: _____
Name: Daniel J. White
Title: Vice President, Corporate Tax and Treasurer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated:_____, 2021

This is one of the Notes referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Name: Linda E. Garcia
Title: Vice President

The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to May 15, 2028 (which is the date that is two months prior to the maturity date of the Notes) (the "Par Call Date") at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date, or (ii) the sum of the present values of the remaining scheduled payments of principal amount and interest on the Notes to be redeemed that would be due if such Notes matured on the Par Call Date but for the redemption (not including any portion of payments of interest accrued as of the redemption date), discounted to the redemption date in accordance with customary market practice on a semi-annual basis (assuming a 360 day year consisting of twelve 30 day months) at a rate equal to the sum of the Treasury Rate plus 20 basis points, plus accrued and unpaid interest to the redemption date.

In addition, the Company may, at its option, redeem the Notes, in whole or in part, at any time on or following the Par Call Date at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated on the third Business Day preceding the redemption date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed (assuming, for this purpose, that such Notes matured on the Par Call Date) that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to such remaining term.

"Comparable Treasury Price" means, with respect to any redemption date:

(a) the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations;

(b) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received; or

(c) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"Independent Investment Banker" means an independent investment banking institution of national standing appointed by the Company, which may be one of the Reference Treasury Dealers.

"Reference Treasury Dealer" means each of (1) J.P. Morgan Securities LLC, or its affiliates, and their respective successors, (2) BofA Securities, Inc., or its affiliates, and their respective successors (each, a "Primary Treasury Dealer"), and (3) any other Primary Treasury Dealer selected by the Company; provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by that Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding that redemption date.

The Company shall mail notice of any redemption at least 15 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed (with notice to the Trustee given at least five days prior to when notice is provided to Holders, unless a shorter period is agreed to by the Trustee). Any notice of redemption may, at the Company's discretion, be conditioned on the satisfaction of one or more conditions precedent, including, but not limited to, the occurrence or consummation of any event or transaction as described in the notice before the date fixed for the redemption. A notice of conditional redemption will be of no effect unless all conditions to the redemption have occurred before the redemption date or have been waived by the Company. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on the Notes or portions of the Notes called for redemption.

If less than all of the Notes are to be redeemed at any time, the Trustee shall select Notes for redemption on a pro rata basis, by lot or by such method as the Trustee deems fair and appropriate; provided, however, that, so long as the Notes are held in book-entry form, the Notes shall be selected for redemption in accordance with the Depositary's then-current practice.

Upon the occurrence of a Change of Control Triggering Event (as defined herein), unless the Company has exercised its right to redeem the Notes, each Holder of Notes will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes as provided herein (the "Change of Control Offer") at a purchase price in cash equal to 101% of the aggregate principal amount of such Notes plus accrued and unpaid interest, if any, on such Notes to the date of purchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, the Company shall send a notice to each Holder of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute such Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to provisions hereof and that all Notes validly tendered will be accepted for payment;

(iii) the Change of Control Payment and the date on which the Change of Control Payment will be made (the "Change of Control Payment Date"), which shall be a Business Day that is no earlier than 30 days nor later than 60 days from the date such notice is sent, other than as may be required by law;

(iv) that any Note not tendered will continue to accrue interest;

(v) that any Note accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Payment Date unless the Company shall default in the Change of Control Payment and the only remaining right of the Holder thereof is to receive the Change of Control Payment upon surrender of such Note to the Paying Agent;

(vi) that Holders of the Notes electing to have a portion of a Note purchased pursuant to a Change of Control Offer may only elect to have such Note purchased in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof;

(vii) that if a Holder of Notes elects to have such Notes purchased pursuant to the Change of Control Offer it will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, or transfer by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day prior to the Change of Control Payment Date;

(viii) that a Holder of Notes will be entitled to withdraw its election if the Company receives, not later than the third Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes such Holder delivered for purchase, and a statement that such Holder is withdrawing its election to have such Notes purchased; and

(ix) that if Notes are purchased only in part a new Note of the same type will be issued in a principal amount equal to the unpurchased portion of the Notes surrendered.

On the Change of Control Payment Date, the Company shall, to the extent lawful, (i) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof properly tendered and (iii) deliver or cause to be delivered to the Trustee for cancellation the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent shall promptly send to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee, upon receipt of an order from the Company, shall promptly authenticate and send (or cause to be transferred by book entry) to such Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered by such Holder, if any, in denominations as set forth in the Indenture.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act of 1934, as amended (the "Exchange Act"), and any other applicable securities laws and regulations thereunder to the extent these laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event provisions hereof, the Company and the Guarantor will comply with the applicable securities laws and regulations and will not be deemed to have breached its or their obligations under the Change of Control Triggering Event provisions hereof by virtue of such conflicts.

For all purposes hereof:

"Below Investment Grade Rating Event" means the ratings on the Notes are lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee or the Company in writing at the Trustee's or the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity.

"Change of Control" means the occurrence of any of the following:

(a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the Guarantor's properties or assets and of the Guarantor's Subsidiaries' properties or assets taken as a whole to any Person or group of related "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) (a "Group") other than the Company or Guarantor or one of the their Subsidiaries or a holding company satisfying the conditions of the proviso below;

(b) the adoption of a plan relating to the liquidation or dissolution of the Guarantor;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group (other than the Company or the Guarantor or one of their subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's or the Guarantor's Voting Stock; or

(d) the first day on which a majority of the members of the Guarantor's Board of Directors are not Continuing Directors.

Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (1) the Guarantor becomes a direct or indirect wholly-owned subsidiary of a holding company or transfers all or substantially all of its assets to a holding company and (2) immediately following that transaction, (A) the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the Holders of the Guarantor's Voting Stock immediately prior to that transaction or (B) no Person or Group is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the holding company.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Continuing Director" means, as of any date of determination, any member of the Guarantor's Board of Directors who (1) was a member of the Guarantor's Board of Directors on the date of the issuance of the Notes or (2) was nominated for election, elected or appointed to the Guarantor's Board of Directors with the approval of a majority of the Continuing Directors who were members of the Guarantor's Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Guarantor's proxy statement in which such member was named as a nominee for election as a director).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Moody's" means Moody's Investors Service, Inc. or its successor.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity, and includes a "person" as used in Section 13(d)(3) of the Exchange Act.

"Rating Agencies" means (1) each of Moody's and S&P and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act, selected by the Guarantor (as certified by a resolution of the Guarantor's Board of Directors) as a replacement agency for Moody's or S&P or either of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or its successor.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable.

Unless a Change of Control Triggering Event has occurred, the Holders of the Notes shall not have the right to demand repayment of the Notes prior to maturity.

The Notes will not be entitled to any sinking fund.

In case an Event of Default with respect to the Notes, as defined in the Indenture, shall have occurred and be continuing, the principal hereof together with interest accrued thereon, if any, may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The interest rate payable on the Notes shall be subject to adjustments from time to time if either Moody's or S&P (or, in either case if applicable, any Substitute Rating Agency (as defined below)) downgrades or subsequently upgrades the debt rating assigned to the Notes, as set forth below.

If the rating from Moody's (or any applicable Substitute Rating Agency) of the Notes is decreased to a rating set forth in the immediately following table, the interest rate on the Notes shall increase from the Original Interest Rate by the percentage set forth opposite that rating:

Rating*	**Percentage**
Ba1	0.25
Ba2	0.50
Ba3	0.75
B1 or below	1.00
*Including the equivalent ratings of any Substitute Rating Agency.	

If the rating from S&P (or any applicable Substitute Rating Agency) of the Notes is decreased to a rating set forth in the immediately following table, the interest rate on the Notes shall increase from the Original Interest Rate by the percentage set forth opposite that rating:

Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%
*Including the equivalent ratings of any Substitute Rating Agency.	

Notwithstanding the foregoing, if at any time the interest rate on the Notes has been adjusted upward and either Moody's or S&P (or any applicable Substitute Rating Agency), as the case may be, subsequently increases its rating of the Notes to any of the threshold ratings set forth in the tables above, the interest rate on the Notes shall be decreased such that the interest rate for the Notes equals the Original Interest Rate plus the percentages set forth opposite the ratings from the tables above in effect immediately following the increase. If Moody's (or any applicable Substitute Rating Agency) subsequently increases its rating of the Notes to Baa3 or higher and S&P (or any applicable Substitute Rating Agency) increases its rating to BBB- or higher (or, in either case if applicable, the equivalent rating of any Substitute Rating Agency) the interest rate on the Notes shall be decreased to the Original Interest Rate.

Each adjustment required by any decrease or increase in a rating set forth above, whether occasioned by the action of Moody's or S&P (or any applicable Substitute Rating Agency), shall be made independent of any and all other adjustments. In no event shall (1) the interest rate for the Notes be reduced to below the Original Interest Rate or (2) the total increase in the interest rate on the Notes exceed 2.00% above the Original Interest Rate.

If either Moody's or S&P (or any applicable Substitute Rating Agency) ceases to provide a rating of the Notes and a Substitute Rating Agency is not obtained as provided below, any subsequent increase or decrease in the interest rate of the Notes necessitated by a reduction or increase in the rating by the agency continuing to provide the rating shall be twice the percentage set forth in the applicable table above. No adjustments in the interest rate of the Notes shall be made solely as a result of either Moody's or S&P (or any applicable Substitute Rating Agency) ceasing to provide a rating. If none of Moody's, S&P or any Substitute Rating Agency provides a rating of the Notes, the interest rate on the Notes shall increase to, or remain at, as the case may be, 2.00% above the Original Interest Rate.

If at any time either Moody's or S&P (or any applicable Substitute Rating Agency) ceases to provide a rating of the Notes for reasons outside of the Company's control, the Company may, at its option, obtain a rating of the Notes from another nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act, to the extent one exists, and if another nationally recognized statistical rating organization rates the Notes (such organization, as certified by the Company in writing to the Trustee, a "Substitute Rating Agency"), for purposes of determining any increase or decrease in the interest rate on the Notes pursuant to the table above (a) such Substitute Rating Agency will be substituted for the last such rating agency to provide a rating of the Notes but which has since ceased to provide such rating until such time, if any, as such rating agency resumes providing a rating of the Notes, (b) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Company and, for purposes of determining the applicable ratings included in the table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's, S&P or any prior Substitute Rating Agency (if applicable), as the case may be, in such table and for any other purpose described in this section and (c) the interest rate on the Notes will increase, decrease or remain unchanged, as the case may be, as described above to reflect any change in the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (b) above) compared to the prior percentage, if any, corresponding to the rating agency for which the Substitute Rating Agency has been substituted. If either Moody's or S&P ceases to provide a rating of the Notes for reasons within the Company's control, the Company will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate of the Notes shall be determined in the manner described above as if either only one or no rating agency provides a rating of the Notes, as the case may be.

Any interest rate increase or decrease described above shall take effect on the next Business Day after the rating change has occurred. The Company shall provide written notification to the Trustee of any adjustment to the interest rate promptly following any ratings event requiring such adjustment.

The interest rate on the Notes shall permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by either or both rating agencies (or any applicable Substitute Rating Agency)) if the Notes become rated Baa1 and BBB+ or higher by Moody's and S&P, respectively (or, in either case if applicable, the equivalent rating of any Substitute Rating Agency) (or one of these ratings if only rated by one rating agency), with a stable or positive outlook by each of the rating agencies.

The Indenture contains provisions permitting the Company, the Guarantor and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the outstanding Notes to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Notes; provided, however, that no such supplemental indenture shall, among other things, (i) reduce the percentage in principal amount of Notes whose Holders must consent to an amendment; (ii) reduce the rate of or extend the time for payment of interest on any Notes; (iii) reduce the principal of or extend the Stated Maturity of any Notes; (iv) reduce the premium payable upon the redemption of any Notes or change the time at which any Notes may or will be redeemed; (v) make any Notes payable in Currency other than that stated in the Notes; (vi) release any security that may have been granted in respect of the Notes; or (vii) make any change in any of the provisions of the Indenture relating to directing the Trustee and waiving defaults or amendments that require unanimous consent. It is also provided in the Indenture that the Holders of a majority in aggregate principal amount of the Securities of a series at the time outstanding may on behalf of the Holders of all the Securities of such series waive any past default under the Indenture with respect to such series and its consequences, except a default in the payment of the principal of, premium, if any, or interest, if any, on any Security of such series or in respect of a covenant or provision which cannot be modified without the consent of each Holder affected thereby. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, if any, and interest on this Note at the place, at the respective times, at the rate and in the coin or currency herein prescribed.

The Indenture permits the Company to discharge its obligations with respect to the Notes on the 91st day following the satisfaction of the conditions set forth in the Indenture, which include the deposit with the Trustee of money or U.S. Government Obligations or a combination thereof sufficient to pay and discharge each installment of principal of (including premium, if any, on) and interest, if any, on the outstanding Notes.

If the Company or Guarantor shall, in accordance with Section 10.01 of the Indenture, consolidate with or merge with or into any other Person or convey, transfer or lease all or substantially all the assets of the Guarantor on a consolidated basis to any Person (other than the Company or any Subsidiary) the successor shall succeed to, and be substituted for, the Person named as the “Company” on the face of this Note or the Guarantee, as applicable, all on the terms set forth in the Indenture.

The Notes are issuable in registered form without coupons in denominations of $2,000 and any integral multiple of $1,000. In the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge, Notes may be exchanged for an equal aggregate principal amount of Notes of other authorized denominations at the office or agency of the Company maintained for such purpose.

Prior to due presentment for registration of transfer of this Note, the Company, the Trustee and any agent of the Company or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue) for the purpose of receiving payment of the principal of, premium, if any, and interest on this Note, as herein provided, and for all other purposes, and neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be affected by any notice of the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, effectually satisfy and discharge liability for moneys payable on this Note.

No recourse for the payment of the principal of, premium, if any, or interest on this Note, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Unless otherwise defined in this Note, all terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

H&R BLOCK, INC., a Missouri corporation (the "Guarantor", which term includes any successor under the Indenture (the "Indenture") referred to in the Note on which this notation is endorsed) has fully and unconditionally guaranteed, pursuant to the terms of the Guarantees contained in Article XIII of the Indenture, the due and punctual payment of the principal of and any premium and interest on this Note, when and as the same shall become due and payable, whether at the Stated Maturity, by declaration of acceleration, call for redemption or otherwise, in accordance with the terms of this Note and the Indenture.

The obligations of the Guarantor to the Holders of the Securities and to the Trustee pursuant to the Guarantees and the Indenture are expressly set forth in Article XIII of the Indenture, and reference is hereby made to such Article and Indenture for the precise terms of the Guarantees.

The Guarantees shall not be valid or obligatory for any purpose until the certificate of authentication on the Debt Security upon which this notation of the Guarantees is endorsed shall have been executed by the Trustee under the Indenture by the signature of one of its authorized signatories.

Dated: ____, 2021

H&R BLOCK, INC.

By: _____

Name: Tony G. Bowen
Title: Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -- _____ Custodian _____
(Cust) (Minor)

Under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]	[PLEASE PRINT OR TYPE NAME AND ADDRESS INCLUDING ZIP CODE, OF ASSIGNEE]

Within Note and all rights thereunder, hereby irrevocably constituting and appointing such person attorney to transfer such note on the books of the Issuer, with full power of substitution in the premises.

DATE	SIGNATURE

NOTICE: The signature must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

OPTION OF HOLDER TO ELECT PURCHASE

If the undersigned wants to elect to have this Note purchased by the Company pursuant to the provisions hereof, check the box below:

☐

If the undersigned wants to elect to have only part of this Note purchased by the Company pursuant to the provisions hereof, state the amount the undersigned elects to have purchased:

$ _____

Dated: _____

Signature: _____

Tax Identification Number: _____

Signature Guarantee: _____

NOTE: The signature to this assignment must correspond exactly with the name as written upon the face of the within Global Note in every particular without alteration or enlargement or any change whatsoever and must be guaranteed by a commercial bank or trust company having its principal office or correspondent in The City of New York or by a member of the New York Stock Exchange.

STINSON

June 25, 2021

Block Financial LLC
H&R Block, Inc.
One H&R Block Way
Kansas City, Missouri 64105

Re: Offering of 2.500% Notes due 2028

Ladies and Gentlemen:

We have acted as counsel to Block Financial LLC, a Delaware limited liability company (the "**Issuer**"), and H&R Block, Inc., a Missouri corporation (the "**Guarantor**" and together with the Issuer, the "**Companies**"), in connection with the offer and sale by the Issuer of $500 million in aggregate principal amount of the Issuer's 2.500% Notes due 2028 (the "**Notes**") and the related guarantees thereof by the Guarantor (the "**Guarantees**") endorsed on the Notes, pursuant to the Underwriting Agreement dated June 22, 2021 (the "**Underwriting Agreement**") among the Issuer, the Guarantor, and BofA Securities, Inc. and J.P. Morgan Securities LLC, for themselves and as representatives of the underwriters listed in Schedule A thereto.

In so acting, we have reviewed originals or copies (certified or otherwise identified to our satisfaction) of (i) the Underwriting Agreement; (ii) the Registration Statement on Form S-3 (File No. 333-257271) filed with the U.S. Securities and Exchange Commission on June 22, 2021 (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**"); (iii) the prospectus dated June 22, 2021 (the "**Base Prospectus**"), which forms a part of the Registration Statement; (iv) the prospectus supplement dated June 22, 2021 (the "**Prospectus Supplement**," and, together with the Base Prospectus, the "**Prospectus**"); (v) the Indenture dated as of October 20, 1997 (the "**Original Indenture**"), among Block Financial Corporation, as predecessor to the Issuer, the Guarantor, Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), as trustee (the "**First Trustee**"); (vi) the First Supplemental Indenture, dated as of April 18, 2000 (the "**First Supplemental Indenture**"), among Block Financial Corporation, as predecessor to the Issuer, the Guarantor, the First Trustee and The Bank of New York, as separate trustee under the Original Indenture in respect of the Issuer's 8.50% Notes due 2007; (vii) the Second Supplemental Indenture, dated as of September 30, 2015 (the "**Second Supplemental Indenture**"), among the Issuer, the Guarantor, the First Trustee and U.S. Bank National Association (the "**Second Trustee**"), as separate trustee under the Original Indenture in respect of the Issuer's 4.125% Notes due 2020 and 5.250% Notes due 2025; (viii) the Third Supplemental Indenture, dated as of August 7, 2020 (the "**Third Supplemental Indenture**") among the Issuer, the Guarantor, the First Trustee and the Second Trustee, as separate trustee under the Indenture in respect of the Issuer's 3.875% Notes due 2030; (ix) the Fourth Supplemental Indenture, dated as of June 25, 2021 (the "**Fourth Supplemental Indenture**") among the Issuer, the Guarantor, the First Trustee and the Second Trustee, as separate trustee under the Indenture in respect of the Notes; (x) the Officers' Certificate of the Issuer dated as of June 25, 2021, establishing the terms of the Notes (the Officers' Certificate, together with the Original Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, collectively, the "**Indenture**"); (xi) an executed copy of the global note representing the Notes and the Guarantees endorsed on the Notes; and (xii) such corporate and limited liability company records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and other representatives of the Companies, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions set forth below, and we have assumed that such certificates and other documents and responses to our inquiries are true and correct as of the date hereof, without independent investigation on our part.

In issuing this opinion letter, with your permission, we have assumed, without independent investigation on our part, that (a) each agreement, certificate, document, instrument, record and paper (as used in this paragraph, each, a "**document**") reviewed by us as an original is authentic; (b) each document reviewed by us as a certified, conformed, telecopied or photostatic copy conforms to the original of such document and each such original is authentic; (c) all signatures appearing on the documents reviewed by us are genuine; (d) all natural persons who have signed, or will sign, any document reviewed by us had, or will have, as the case may be, the legal capacity and competency to do so at the time of such signature; (e) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof (other than the authorization, execution and delivery of the documents by the Companies); (f) each of the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture is in full force and effect and has not been terminated; and (g) all Notes will be issued and sold in compliance with the applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus.

Based upon the foregoing, and subject to the assumptions and qualifications set forth in this opinion letter, we are of the opinion as of this date that:

1. When the Notes have been duly executed, authenticated, issued and delivered by or on behalf of the Issuer against payment therefor in accordance with the terms of the Underwriting Agreement and the Indenture as described in the Registration Statement and the Prospectus, the Notes will constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms.

2. When the Notes have been duly executed, authenticated, issued and delivered by or on behalf of the Issuer against payment therefor in accordance with the terms of the Underwriting Agreement and the Indenture as described in the Registration Statement and the Prospectus, the Guarantees will constitute the valid and binding obligations of the Guarantor enforceable against the Guarantor in accordance with their terms.

The opinions expressed above with respect to the validity, binding effect and enforceability of the Notes and the Guarantees are subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

The opinions expressed herein are given as of the date hereof only with respect to the present status of the laws of the State of Missouri, State of New York and the limited liability company laws of the State of Delaware (excluding the statutes, ordinances, rules and regulations of counties, towns, municipalities and special political subdivisions of the State of Missouri, State of New York or State of Delaware), and we expressly disclaim any obligation to update or supplement our opinions in response to changes in the law by legislative or regulatory action, judicial decision or otherwise becoming effective hereafter or future events or circumstances affecting the transactions contemplated by the Underwriting Agreement.

We consent to your filing this opinion letter as an exhibit to the Current Report on Form 8-K and to the reference to our firm contained under the heading "Legal Matters" in the Prospectus constituting a part of the Registration Statement. This consent is not to be construed as an admission that we are a person whose consent is required to be filed with the Registration Statement under the provisions of the Securities Act. This opinion letter is rendered solely for your benefit in connection with the above matter and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act, but may not be relied upon in any manner by any other person without our prior written consent.

Very truly yours,

Stinson LLP

/s/ Stinson LLP