

**SC St. Louis Soccer Stadium
Community Benefits Agreement**

This SC St. Louis Soccer Stadium Community Benefits Agreement (“Soccer Stadium CBA”) is made and executed on this ___ day of March 2017, by and between Land Clearance for Redevelopment Authority of the City of St. Louis (the “LCRA”) and SC STL, LLC (“SC STL”), for the benefit of the residents of the City of St. Louis, Missouri (the “City”), and as contemplated by the Project Financing, Construction, and Lease Agreement (the “Financing Agreement”), approved by Ordinance 70509, for the construction of a new multi-purpose sports stadium (the “Stadium”) at the Project Site (as hereinafter defined).

Recitals

WHEREAS, the Board of Aldermen of the City (the “Board of Aldermen”) and other organizations and residents have identified a number of significant needs of the City;

WHEREAS, pursuant to the terms of the Financing Agreement SC STL may build the Stadium to be located on property currently owned by the Missouri Highways and Transportation Commission as part of the I-64 at 22nd Street Interchange (the “Project Site”);

WHEREAS, the LCRA, on behalf of and for the benefit of the residents of the City, desires to enter into a community benefits agreement (“CBA”) with SC STL to directly address the priorities of its residents and to provide additional direct benefits to the residents of the City, as can reasonably be undertaken during the term of the Financing Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, SC STL and the LCRA do hereby agree to execute this Soccer Stadium CBA as follows:

Definitions

Financing Agreement – shall have the meaning set forth above.

SC STL- shall refer to SC STL, LLC, the proposed developer of the Stadium.

The City - shall include the City and all agencies, government offices, entities, and agents contracted to work for the benefit of and under the oversight of the Board of Aldermen and/or the Mayor of the City.

Parties - shall refer to each signatory to this Soccer Stadium CBA.

Responsibilities of SC STL

If the Stadium is built, and for so long as it is occupied by a professional soccer team affiliated with SC STL and competing in Major League Soccer (“MLS”), SC STL shall implement the following monetary, education, and recreation provisions, and/or such other new and equivalent successor programs for a period of not less than thirty (30) years, to benefit the children and families residing in City, including, but not limited to:

Establish the SC STL Soccer Club program within the City, which shall hold youth soccer camps throughout the City during the summer months (May – August), with an average enrollment of 30-40 students per session, with at least one (1) camp to be held in the City at a facility located south of Chouteau Boulevard, and at least one (1) camp to be held in the City at a facility located north of Delmar Boulevard each year. The SC STL Soccer Club shall work in conjunction with New Dimensions Soccer Corporation, Matthews Dickey Boys' and Girls' Club and the Boys & Girls Clubs of Greater St. Louis to provide free access to such youth camps for up to sixteen (16) youth from disadvantaged circumstances, per camp, who are domiciled in the City.

Establish partnerships with local city organizations (e.g. Matthews Dickey and Boys & Girls Clubs of Greater St. Louis, Demetrious Johnson Charitable Foundation, The Little Bit Foundation, Urban League of Metropolitan St. Louis, Matthews Dickey Boys' and Girls' Club, New Dimensions Soccer Corporation) to offer training sessions, equipment and accessories, workshops, and clinics for City youth focused on developing soccer skills, with such sessions, workshops, and clinics to be held at various times throughout the year.

SC STL shall provide annually up to thirty (30) need-based scholarships for youth from under-resourced communities domiciled in the City to participate in a youth club soccer program.

The coaches, players and/or officials of the MLS team shall visit, not less than eight (8) times per year, local elementary schools throughout the City to promote good sportsmanship and character development, with at least two (2) visits to elementary schools located south of Chouteau Boulevard, and at least two (2) visits to elementary schools located north of Delmar Boulevard each year.

SC STL shall use best efforts to cause the U.S. Soccer Foundation to establish its "Soccer for Success" program in the City, a free after-school program focused on helping kids establish healthy habits and developing life skills through the implementation of "coach-mentors" and increasing family engagement. This program would be managed by the U.S. Soccer Foundation with the support of SC STL.

SC STL, either through its principals or an affiliated entity, shall donate Five Million Dollars (\$5,000,000) over the next twenty (20) years to a subsidiary of the St. Louis Scott Gallagher non-profit 501(c)(3) foundation that is dedicated to growing interest in youth soccer in the City, with the first One Million Dollars (\$1,000,000) to be donated prior to the inaugural MLS season played at the Stadium. These funds will serve as a funding source for the youth development and charitable responsibilities of SC STL as detailed in this Soccer Stadium CBA. Additional funds contributed, raised, or otherwise secured by SC STL, or its affiliates or principals, or the St. Louis Scott Gallagher non-profit 501 (c)(3) foundation, may also be used to further youth and soccer development in the City.

Donation of new or used soccer equipment and accessories to elementary schools, middle schools and high schools located within the City that have an active soccer program.

SC STL, along with its coaches and/or players, shall host an annual coaching clinic located within the City that is designed to be attended by coaches from City elementary and high schools and other youth soccer organizations located within the City.

Annual partnership with selected City charities to coordinate and develop volunteer efforts throughout the City, which are to be consistent with the current activities of the Gallagher Soccer Club and St. SLC-8219226-2

Louis FC (*e.g.* working with organizations like the St Patrick’s Center located in the City to provide support and volunteers for meal distribution to the City’s homeless).

Annual partnership with the United Way fundraising campaign, including the promotion of the fundraising campaign at Stadium events and coordinated fundraising efforts among the staff, players, and coaches affiliated with SC STL.

Implement a program to promote soccer and sportsmanship in youth activities, which will provide no less than one hundred (100) free tickets to each MLS regular season home game played at the Stadium to various youth organizations (*e.g.* Urban League of Metropolitan St. Louis, Boys & Girls Clubs of Greater St. Louis, Kingdom House, New Dimensions Soccer Corporation, Matthews Dickey Boys’ and Girls’ Club, Demetrious Johnson Charitable Foundation) located within the City.

SC STL shall collaborate with the City to (i) annually provide young adults age 16-25, who are domiciled in the City, up to twelve (12) summer youth jobs with SC STL through a summer youth workforce program to be established by SC STL; and (ii) annually provide two (2) internships in the front office of SC STL to graduating seniors enrolled in St. Louis Public Schools.

Partner with the City and other locally-involved organizations to engage minority City residents for employment and training opportunities with SC STL, including establishment of a partnership with The St. Louis Agency on Training and Employment (“SLATE”) and local labor organizations to train and provide needed assistance to establish job-readiness.

Fund pre-apprenticeship programs, whose programming must take place within disadvantaged areas of the City, and provide grants to qualified program participants (*e.g.* Urban League of Metropolitan St Louis, Mission: St Louis, MOKAN Construction Contractors Assistance Center) during such applicable training programs to overcome employment barriers on a demonstrated need basis in order to enhancement recruit and retention in skilled workforce positions.

Establish a partnership with SLATE, which shall include (i) establishment of a SLATE office located at the Stadium during the construction period, to ensure compliance with all minority hiring and workforce requirements established for the Stadium by the City pursuant to the Financing Agreement and (2) the continued operation of the SLATE office at the Stadium following its completion to ensure that minority and City residents have continued equal access to future job opportunities and are fairly represented within the workforce. SC STL and the LCRA shall work together in cooperation with SLATE, the City, the City’s Workforce Development Board, and St. Louis Development Corporation to monitor and report on the aforementioned minority hiring and workforce requirements during construction of the Stadium.

SC STL will establish a partnership with Mission: St. Louis to provide and maintain up to ten (10) jobs for graduates of Mission: St. Louis’ Job & Leadership Training classes.

SC STL shall work with those companies providing contracted services to the Stadium to establish partnerships with local organizations (*e.g.* Urban League of Metropolitan St Louis; Mission: St. Louis) to create a pipeline for hiring workers who live in the City.

Upon request, and subject to availability, SC STL will annually provide to St. Louis Public Schools, free of any rent, : (i) use of the Stadium, up to four (4) times per twelve month period, for the purpose

of hosting amateur soccer or football games, and (ii) use of the Stadium, up to two (2) times per twelve month period, for the purpose of hosting non-sporting events (*e.g.* graduation ceremonies, conferences), with the dates of each foregoing game and event to be mutually agreed upon by SC STL and the St. Louis Public Schools. The foregoing games and events shall be during reasonable hours, Monday through Sunday, and when the Stadium is not otherwise in use by SC STL, its affiliates, or any other previously contracted event. The St Louis Public Schools will pay only the direct costs incurred by SC STL related to these events, with such costs including, but not limited to: securing, staffing, catering, and similar operational costs for the Stadium.

Upon request, and subject to availability, SC STL shall: allow the City to use the Stadium once per year, free of any rent, for the purpose of hosting events, gatherings, or other community activities that are beneficial to the City and its residents (“Community Events”), with the City to pay only the direct costs incurred by SC STL related to the Community Events with such costs including, but not limited to: securing, staffing, catering, and similar operational costs for the Stadium. Such usage by the City for Community Events shall be during reasonable hours, Monday through Sunday, and when the Stadium is not otherwise in use by SC STL, its affiliates, or other contracted entities.

Implement in good faith management and construction practices to build, at a minimum, a LEED Silver certified Stadium and to use sustainable construction materials.

Implement in good faith and construction practices a procedure to source as many construction materials as is reasonably practicable from manufacturers or vendors located within the City.

SC STL shall work with the City in good faith to purchase and install security cameras compatible with the Saint Louis Metropolitan Police Department's Real Time Crime Center for cameras located within the Stadium and the area immediately adjacent to the Stadium and shall execute a Memorandum of Understanding with the St. Louis Metropolitan Police Department regarding access and storage of data. SC STL shall work in good faith with the St. Louis Metropolitan Police Department and the Bi-State Development Agency to install a camera on the MetroLink platform located at Union Station.

Implement in good faith and construction practices a procedure to give preference to City residents to undertake projects related to the construction of the Stadium.

Monitoring, Timelines, and Enforcement

LCRA and SC STL shall create, or cause to be created, a five (5) person committee (the “Committee”) that shall be responsible for ensuring the provisions of this Soccer Stadium CBA are executed in a timely manner and terms of this Soccer Stadium CBA are enforced and monitored in accordance with the terms of this Soccer Stadium CBA. During the term of this Soccer Stadium CBA, SC STL and the LCRA shall cause the Committee to create an annual report detailing (1) the yearly activities undertaken pursuant to the terms of this Soccer Stadium CBA; (2) SC STL’s on-going compliance with the terms of this Soccer Stadium CBA; and (3) recommendations, as necessary, to ensure compliance with the intent of this Soccer Stadium CBA (the “Annual Report”). SC STL shall cause the Committee to prepare the Annual Report, and SC STL shall be responsible for the cost of preparing the Annual Report. The Annual Report shall be available for distribution to the general public, hosted on the team website for SC STL, and the findings of each Annual Report shall be presented during an annual presentation hosted by SC STL at the Stadium.

The Committee shall be comprised of the following:

The City's Director of the Department of Human Services, or his or her designee;

A representative from SC STL;

The Executive Director of the LCRA, or his or her designee;

The Executive Director of the St. Louis Downtown Neighborhood Association, or his or her designee;
and

A representative from one of the local organizations identified in Section II, with such representative to be appointed by SC STL and approved by LCRA, with such approval not to be unreasonably withheld.

SC STL shall execute and perform each provision outlined in Section II within a reasonable period of time from the date of the stadium opening, but not less than five (5) years from the date of this signed Soccer Stadium CBA; provided, however, that neither the LCRA or SC STL shall have any obligation to perform under this Soccer Stadium CBA if the Stadium is not constructed in accordance with the terms of the Financing Agreement.

LCRA Support Obligations

In light of SC STL's commitments set forth in this Soccer Stadium CBA, the LCRA will strongly support the concept plan for the Stadium. Therefore, the LCRA shall execute the following support efforts on behalf of SC STL:

At SC STL's request, send a letter in support of Stadium, prior to the consideration of all approvals necessary for the Stadium.

If requested by SC STL during the term of this Soccer Stadium CBA, LCRA will work with SC STL to secure other development approvals from any other governmental entity specified by SC STL.

The LCRA, and/or its affiliates, shall work with SC STL to prepare a collaborative media strategy regarding shared support for the Stadium and will, upon request, provide support of the Stadium and shall help SC STL to gain the full support of the community.

LCRA agrees that it will coordinate with SC STL before making public comments regarding project approvals, and shall use its best efforts to address any issues in question with SC STL during the Committee meetings contemplated in Section III above.

Indemnification, Right to Revoke, Termination

The parties agree that SC STL will perform or cause to have performed the functions set forth herein at its expense and agrees to hold the LCRA and its officers, elected officials, employees, and agents harmless from any expenses incurred by SC STL with respect to the above-referenced provisions.

This Soccer Stadium CBA shall be binding on each of the parties hereto and their respective personal representatives, executives, agents, attorneys, principals, agents, and assigns.

The parties agree that full and adequate consideration has been given by each party hereto and each party acknowledges the sufficiency and adequacy of said consideration.

The parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Soccer Stadium CBA contains the entire agreement between the parties.

This Soccer Stadium CBA will remain in full force and effect for a period of not less than thirty (30) years except that it can be terminated in writing under the following circumstances:

The LCRA and SC STL may mutually agree in writing to modify or revoke any and/or all provisions of this Soccer Stadium CBA, or to terminate it;

The license termination, bankruptcy, and/or insolvency of MLS or SC STL; or

The termination of the Financing Agreement.

At the end of the thirty year term, with agreement from the parties and/or their designated representatives, this Soccer Stadium CBA may be renewed under the same and/or any subsequent modified terms and conditions for an additional thirty-year term.

If any term, provision, or clause within this Soccer Stadium CBA shall be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, only that particular term, provision, or clause shall be nullified. The remainder of the Soccer Stadium CBA shall continue to be in full force and effect.

This Soccer Stadium CBA shall be governed by and construed in accordance with the laws of the State of Missouri.

WITNESSETH our hands and seals, given this ____ day of March, 2017.

SC STL LLC

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of SC STL LLC, and that foregoing instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

**LAND CLEARANCE FOR
REDEVELOPMENT AUTHORITY OF THE
CITY OF ST. LOUIS**

(SEAL)

By: _____
Otis Williams, Executive Director

ATTEST:

APPROVED AS TO LEGAL FORM
FOR THE AUTHORITY

David Meyer
Associate City Counselor

STATE OF MISSOURI)
)SS
CITY OF ST. LOUIS)

On this _____ day of _____, 20__, before me appeared Otis Williams, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, a public body corporate and politic of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said Authority, and said instrument was signed and sealed in behalf of said Authority by authority of its Board of Commissioners, and said acknowledged said instrument to be the free act and deed of said Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My commission expires:
