



Letter of Agreement

Timothy Mulloy
Soccer Holdings LLC
Louisville City FC LLC
Louisville City Stadium LLC
Butchertown Development District LLC
110 Main Street , 2nd Floor
Louisville, Kentucky 40202

October 24, 2017
Sadiqa N. Reynolds, Esq.
President and Chief Executive Officer
Louisville Urban League
1535 West Broadway
Louisville, Kentucky 40203

Dear Sadiqa Reynolds:

This letter (the "Agreement") summarizes my understanding of the agreement that we reached on October 24, 2017 after our meeting. Prior negotiations took place on discussions of the past week. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

As I understand it, we have agreed as follows:

1. Agreement

We have agreed to the following: Soccer Holdings LLC and its related controlled businesses desire to engage our community to work with and through the Louisville Urban League for recruitment and training of local citizens for the opportunities to work in the construction industry and for job placement on the soccer stadium and surrounding developments. Preference for Louisville Urban League placement recommendations shall include graduates of construction trades training and other jobs as needed.

2. Activities

Louisville Urban League, a Kentucky not-for-profit corporation, assists African Americans and other marginalized populations in attaining social and economic equality through direct services and advocacy. Louisville Urban League shall coordinate placement with Soccer Holdings, LLC to provide employment opportunities with preference for residents being served by the Louisville Urban League.

Soccer Holdings LLC shall provide Louisville Urban League with a point of contact to ensure that listings and job placement requirements are provided with a preference for a 60-day notice of placement needs for Soccer Holding, LLC, its subsidiaries, successors, assigns, transferees, contractors, lessees and operators, and the like.

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3. Amount of Compensation

The total amount of compensation from Soccer Holdings LLC to the Louisville Urban League shall be \$125,000 to be paid in two installments of \$75,000 on or before December 1, 2017 and \$50,000 on or before December 1, 2018.

4. Term

The term of this Agreement ("Term") will commence as of December 1, 2017, and will continue in effect until June 30, 2020, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties in the manner described in Paragraph 12 of this Agreement or as otherwise provided for in this Agreement.

5. Notice

Any notices to be given under this Agreement by either of us may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

6. No Other Agreement

This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

7. Governing Law

This Agreement shall be interpreted in accordance with the laws of Kentucky. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

8. Attorney's Fees

We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

9. Remedy of the Parties

Except as otherwise specifically provided for in this Agreement, in the event one of the parties is in default or in breach of any of the material provisions of this Agreement and fails to cure the

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default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

10. Assignment

This Agreement shall only be assignable or transferable by written approval from the other party.

11. Relationship of the Parties

It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us.

12. Termination

Either party shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

(a) A breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement;

(b) Upon thirty (30) calendar days written notice by either party without cause.

13. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

Timothy Mulloy
Soccer Holdings LLC
Louisville City FC LLC
Louisville City Stadium LLC
Butchertown Development District LLC
110 Main Street
Louisville, Kentucky 40202

Accepted and agreed to on 10/25/17, 2017 by

Sadiqa N. Reynolds, Esq.
President and Chief Executive Officer
Louisville Urban League
1535 West Broadway
Louisville, KY 40203