



Bridgeton Landfill Community Project Fund

The Bridgeton Landfill Community Project Fund Agreement (the “Agreement”) is entered into by and between Bridgeton Landfill, LLC (“Founder”) and the St. Louis Community Foundation, Inc., a Missouri nonprofit corporation (“Foundation”), effective as of the 21st day of June, 2018, in order to establish a Field of Interest Fund to be known as the Bridgeton Community Project Fund (“Fund”), subject to the terms and conditions of this Agreement.

Now, therefore, the Founder and the Foundation hereby agree as follows:

1. The Founder hereby transfers to the Foundation the property listed in the attached **Schedule A**. This transfer constitutes an irrevocable gift to the Foundation to establish the Fund. The Foundation hereby accepts the irrevocable transfer of said property to be used for the purposes described herein.
2. Payments from the Fund may be made from the income and principal thereof. Grants made from the Fund shall identify the Fund, the Founder, and the Foundation as the source.
3. The Fund shall include the property delivered with this Agreement, any other property later transferred to the Foundation by the Founder or any other source for inclusion in the Fund and accepted by the Foundation for inclusion in the Fund, and all undistributed income from all such property.
4. The Fund shall be a component part of the Foundation, not a separate trust or fund, within the meaning of Treasury Regulation Section 1.170A-9(e)(11). The Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom. The Fund shall not be a donor advised fund under Section 4966(d) of the Code. No donor or a person appointed or designated by Founder shall have a right to advise the Foundation to make distributions from the Fund to any organization or entity or for any purpose. Nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”), and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the requirements of the Code and any regulations issued pursuant thereto. The Foundation may amend this Agreement from time to time as may be necessary to conform to provisions of any applicable law or regulation to maintain the tax-exempt status of the Foundation. References herein to provisions of the Code shall be deemed references to the corresponding provisions of any future Internal Revenue Code.
5. The Fund shall be used only for charitable purposes as set forth in the *Articles of Incorporation, as amended June 2002*, and as described in Section 501 (c)(3), Section 170(c)(1) and (2), Section 2055(a)(1) and (2), and Section 2522(a)(1) and (2) of the Code. The Fund shall be administered according to the Foundation’s Fund Terms and Conditions.

6. The Fund is protected from obsolescence. If, in the sole judgment of the Board of Directors of the Foundation, the purposes for which the Fund was created ever become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by the Foundation, the Foundation's Board of Directors shall modify any restriction or condition on the use or distribution of the income and principal of the Fund.
7. Distributions from the Fund, within the limitations provided for in this Agreement, shall be made at such times, in such amounts, and in such ways as the Foundation shall determine for the charitable uses and purposes as listed on **Schedule B**.
8. Based upon the charitable goals of the Fund, the Fund shall be initially invested in one of the following:
 - (a) Money Market Pool (100% Cash Equivalents)
 - (b) Wealth Preservation Pool (25% Equity/75% Fixed Income)
 - (c) Balanced Pool (50% Equity/50% Fixed Income)
 - (d) Growth Pool (75% Equity/25% Fixed Income)
 - (e) Social Responsibility Pool
9. The Foundation may charge regularly to the Fund an administrative fee and any direct expenses incurred on behalf of the Fund.

FOUNDER:

By 
Signature

Date June 21, 2018

John B. Nickerson, Vice President
Name and Title

ST. LOUIS COMMUNITY FOUNDATION INC.

By _____
Amelia A.J. Bond, President & CEO

Date _____

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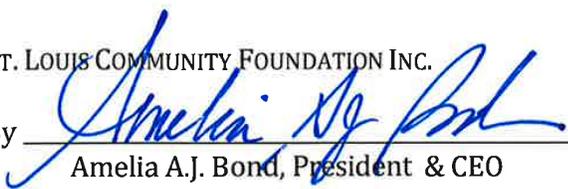
FOUNDER:

By _____
Signature

Date _____

Name and Title

ST. LOUIS COMMUNITY FOUNDATION INC.

By 
Amelia A.J. Bond, President & CEO

Date 6/23/2018

Fund Terms and Conditions

Tax Status of Contribution

Funds established at the St. Louis Community Foundation, Inc. (the "Community Foundation") are component funds of the Community Foundation, a Section 501(c)(3) public charity. Contributions other than cash or marketable securities must first be approved by the Community Foundation. Contributions to the Community Foundation generally are tax-deductible, subject to individual limitations and applicable tax rules. The Community Foundation does not provide tax or legal advice. We recommend that you consult a professional advisor (such as an experienced accountant or tax attorney) if you have questions about the tax or other treatment of a gift to the Community Foundation.

Community Foundation's Retained Powers and Variance Power

As required by law, all gifts to the Community Foundation are irrevocable and the Community Foundation will have full legal control and responsibility for the gifted assets. All funds established at the Community Foundation are subject to the Community Foundation's variance power. Variance power gives the Community Foundation the authority to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if, in the sole judgment of the Community Foundation's board of directors, such restriction or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served.

Investment of Assets

Donors cannot choose investments, investment managers, or brokers after their gift has been made. The Community Foundation will make all investment decisions regarding gifted assets. However, fund advisors have advisory privileges with respect to fund investments. Changes to investment allocations among the Community Foundation's investment pools can be recommended at any time and any approved changes typically are implemented on the first of the following month. From time to time, the Community Foundation may invest a portion of fund assets in non-interest bearing cash, for liquidity or other purposes. All income and capital gains or losses will be allocated to the fund on a monthly basis. A donor may recommend a customized investment approach through an outside investment advisor for funds carrying a significant balance. The Community Foundation must approve the recommended advisor and the advisor's proposed investment strategy and underlying investments. Please contact the Community Foundation for further details on the customized investment option.

Fees and Minimums

Although there currently is no fee to open a fund at the Community Foundation, specific initial gift minimums must be met. Initial gift minimums vary by fund type. Once established, funds are expected to maintain a \$1,000 minimum balance. Please see the following Support Fees and Minimums for a list of current fees and initial gift minimums. The Community Foundation reserves the right to change its fee or minimum policies at any time and without prior notice to you.

Multiple Advisors

If more than two advisors are serving at the same time, then any recommendation must be made by a majority of the advisors. If two advisors are serving at the same time, any recommendation must be made by both advisors. In the case of multiple advisors, the Community Foundation requests that one person be appointed as the primary contact for purposes of relaying and obtaining information. The Community Foundation may rely on the primary contact notification until advised in writing. If you want a more customized approach to the governance for your fund, please contact us.

Grant Disbursement

Grants must be for charitable purposes, and those grants may be recommended to any 501(c)(3) organization or verified charitable entity (e.g. schools, religious institutions, municipalities) located in the United States or any nongovernmental organization outside of the United States having a verifiable charitable purpose. All grants recommended outside of the United States must comply with federal government regulations which generally require that the grantee either must be verified as the equivalent of a public charity within the United States or the grant for a charitable purpose must be subject to a special process often referred to as expenditure responsibility. Additional rules and procedures will apply and these may change at any time and without notice to you. Expenditure responsibility is required for any organization not described in IRS Section 170(b)(1)(A), including for-profit companies, private operating foundations and new public charities that do not yet have 501(c)(3) status and disqualifying supporting organizations. Grants given to all 501(c)(3) public charities within the United States must be for a minimum of \$250. Grants given outside the United States or requiring expenditure responsibility within the United States must be for a minimum of \$1,000 and will incur a separate administrative fee for each grant. Grant checks sent to organizations are accompanied by a Community Foundation letter specifying the name of the fund and the fund advisor's name(s) unless requested otherwise by the donor or fund advisor and as approved by the Community Foundation. The fund advisor's address may also be included on all letters if requested by the fund advisor. Mail which the Community Foundation

receives for the fund will not be forwarded. Approved grants are typically sent within 10 working days of the recommendation being received or the fund advisor will be notified as to the reason for a delay. However, any fund submitting 20 or more grant recommendations at one time should allow up to two weeks for processing. Grants made from funds at the Community Foundation are issued on checks with the name and logo of the Community Foundation.

Restrictions on Grants

In compliance with the Internal Revenue Code, grants are not permitted to individuals, for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would provide benefits, goods, or services to a donor to the fund, the fund's advisors, or other related parties. A fund advisor is subject to IRS penalties if the fund's donors, advisors or other related parties receive benefits, goods, or services in connection with a grant recommendation. This includes grants to satisfy pledges made by any person (including the donor, a fund advisor and related parties) and non-deductible (or partially tax-deductible) memberships, event tickets, sponsorships, registration fees in tournaments and cause-related marketing activities. Grants are not allowed to private non-operating foundations. Please contact the Community Foundation if you have questions about the exclusion of benefits from grant recommendations and/or multiple-year payments.

Fundraising Policy

On rare occasions, the Community Foundation may consider permitting a fund to raise money. All fundraising activities must be pre-approved by the Community Foundation. Fund advisors should allow 30 or more days for approval. Use of the Community Foundation's name on any fundraising material is expressly prohibited without prior written approval by the Community Foundation. The Community Foundation cannot reimburse the donor, fund advisor, or related parties for expenses related to fundraising activities. All contributions raised in support of the fund must be made payable to the St. Louis Community Foundation, Inc. with the name of the fund in the memo line. The Community Foundation is not responsible for the success of fundraising (or for the expenses or liabilities incurred in connection with such fundraising) to benefit a fund at the Community Foundation.

Designated Funds

Designated funds can only be established for the benefit of qualified public benefit organizations. If that organization ceases to exist or dramatically changes its charitable purpose, the Community Foundation will use its variance power to find a similar organization which matches the donor's intent. Should the donor request that an organization be changed, such request, must be provided, in writing, to the Community Foundation.

Governing Documents

References herein to governing documents means the Articles of Incorporation and Bylaws of the St. Louis Community Foundation, Inc., and such governing documents remain subject to change at any time without notice to you.

Inactive Funds

A fund is deemed to be inactive if: (a) the advisor dies or resigns or evidence of his or her incapacity is provided to the Community Foundation, and if no successor advisor or third generation successor advisor has been named, or if all named successor advisors are unable or unwilling to serve as such; or (b) no recommendations are made with respect to grants from the fund for a period of two years and, during such period, the advisor, successor advisor, or third generation successor advisor does not reply to the Community Foundation's attempt to contact the advisors. If the fund is inactive, the fund shall be transferred in accordance with the recommendation under the Legacy section of the agreement. Notwithstanding, if a Legacy recommendation has not been selected the fund in its entirety will be transferred to the Giving for Good Community Fund.

Conflict of Terms

In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with any fund, unless specifically agreed to by the Community Foundation in writing, these terms and conditions shall govern. The Community Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund at the Community Foundation or to comply with applicable law.

SUPPORT FEES AND MINIMUMS

Support fees are quoted as a percentage of the fund's quarterly average asset value. Support and investment management fees are deducted directly from a donor's fund quarterly. The support fee of 1.25% shall be assessed quarterly (.3125% per quarter) based on the quarterly average balance of the fund.

Investment management fees vary depending on the investment manager(s). There are no transaction fees and there are no markups on investment management fees. A pass-through fee of 2.5 basis points (0.025%) are charged for comprehensive independent quarterly reporting services provided to the Community Foundation.

Schedule A

Bridgeton Landfill, LLC shall irrevocably gift and transfer Twelve Million Five Hundred Thousand Dollars (\$12,500,000) to the Foundation for inclusion in the Bridgeton Landfill Community Project Fund for the charitable uses and purposes set forth on Schedule B to this Agreement within thirty (30) days of entry of the Final Consent Judgment.

Schedule B
Purpose of Fund

The charitable uses and purposes of the Fund shall be to provide compensation and restitution to communities potentially affected (as hereinafter described) by funding projects and initiatives that contribute to the betterment of the environment, health, and safety of the communities affected by the alleged, and related, conditions which existed at the Bridgeton Landfill.

The communities affected include Saint Louis County, Saint Louis City, and Saint Charles County, provided, however, that priority shall be given to funding projects and initiatives that are located within, or which shall primarily impact or benefit persons located within, a four mile radius of the Bridgeton Landfill.

No distributions from the fund shall be:

- (i) made to an individual;
- (ii) used for the acquisition or buyout, directly or indirectly, of any interest in real property;
- (iii) used, directly or indirectly, to support participation by another person as a petitioner, respondent, plaintiff or defendant in any type of legal or administrative proceeding or action, or which constitutes a political or lobbying expense that is not permitted to be made by a charitable organization described in Code Section 501(c)(3) and which is not classified as a private foundation under Code Section 509(a)(3), or which would result in such charitable organization being subject to taxes under any provision of the Code, determined without regard to any election by such charitable organization under Code Section 501(h) ;
- (iv) made as reimbursement or payment for any expenses, damages or losses incurred by any person for any reason;
- (v) used to financially support any project or initiative created or funded and controlled by the State of Missouri, except that distributions to fund any environmental cleanup project explicitly authorized by Missouri law are permitted, or
- (vi) made in a manner which is inconsistent with or not permitted by this Agreement.

To the extent possible, all of the assets of the Fund shall be disbursed within four years of the date upon which the funds referenced on Exhibit A to this Agreement are actually received by the Foundation.

Grant Process

The Foundation will provide to potential applicants necessary forms (“Application”) and procedures for applying for funding from the Fund; incorporating the appropriate eligibility, selection, and renewal parameters.

Applicant(s) will be responsible for completing the Application, supplying appropriate financial disclosures, and submitting the Application and related documents to the Foundation by the application deadlines. Applicants selected to receive grants will meet all reporting requirements.

The Foundation will receive and evaluate the Applications and make determinations with regards to awards based upon the above purpose and in accordance with the usual and customary practices and procedures of the Foundation. The Foundation shall have sole and final authority regarding the awarding of grants and disbursements from the Fund. As part of the grant process for the Fund, the Foundation shall be allowed to seek out and consider input from one or more appropriate persons or groups located within the communities affected.

The Foundation shall establish and maintain files on grant recipients according to its usual and customary practices and procedures. The Foundation shall provide quarterly reports of the grant awards to Bridgeton Landfill, LLC, the Missouri Department of Natural Resources, and the Missouri Attorney General’s Office, by furnishing such reports to the following notice parties:

To the Department:	To the State:
Missouri Department of Natural Resources Solid Waste Management Program P.O. Box 176 Jefferson City, Missouri 65102 Phone: (573) 751-5401 Fax: (573) 526-3902	Missouri Attorney General’s Office P.O. Box 899 Jefferson City, Missouri 65102 Phone: (573) 751-3321 Fax: (573) 751-0774
Missouri Department of Natural Resources General Counsel P.O. Box 176 Jefferson City, Missouri 65102 Phone: (573) 751-0323	

To Bridgeton Landfill, LLC:	
Environmental Manager Bridgeton Landfill, LLC 13370 St. Charles Rock Road Bridgeton, Missouri Phone: (314) 656-2114	William G. Beck Peter F. Daniel Allyson E. Cunningham Lathrop Gage LLP 2345 Grand Blvd., Suite 2200 Kansas City, MO 64108 Phone: (816) 292-2000 Fax: (816) 292-2001
Chief Legal Officer Republic Services, Inc. 18500 N. Allied Way Phoenix, Arizona 85054	

No person who is a Disqualified Person, other than person who is a foundation manager with respect to the Community Foundation, shall be a participant with respect to any decision regarding any grant applicant or recipient and no Disqualified Person, including a person who is a foundation manager with respect to the Community Foundation, shall seek or accept any grants from the Fund. The term Disqualified Person shall include any person so defined under Section 4958 of the Code.