

ORDINANCE #68539
Board Bill No. 250
Committee Substitute

An ordinance authorizing and directing the Mayor and the Comptroller, on behalf of the City, to enter into and execute an Addendum to the Redevelopment Agreement (as herein defined), with Convention Center Hotels Acquisition Company, LLC; approving a petition for the establishment of the St. Louis Convention Center Hotel Community Improvement District, finding a public purpose for the establishment of the St. Louis Convention Center Hotel Community Improvement District; authorizing the execution of an Intergovernmental Cooperation and Transportation Project Agreement among the City, the St. Louis Convention Center Hotel Community Improvement District, the St. Louis Convention Center Transportation Development District, and Convention Center Hotels Acquisition Company, LLC; prescribing the form and details of said agreement; authorizing certain other actions of City officials; and containing an emergency clause and a severability clause.

WHEREAS, The City of St. Louis, Missouri (the “City”), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

WHEREAS, the Renaissance Grand Convention Center Hotel & Suites (the “Downtown Convention Center Hotel” or “Hotel” or “Project”) is a hotel located generally at 800 Washington Avenue in the City; and

WHEREAS, the City did previously enter into that certain Redevelopment Agreement dated as of December 1, 2000 and recorded at Book 1669 Page 2672 of the Office of the Recorder of Deeds of the City, by and between the City and Historic Restoration Incorporated, a Louisiana corporation, Washington Avenue Historic Developer, L.L.C., a Missouri limited liability company, Gateway Hotel Partners, L.L.C., a Missouri limited liability company and Gateway Tower Partners, L.L.C., a Missouri limited liability company, with respect to the redevelopment and ownership of the Project (the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement obligated the “Developer” named therein to pay to the City certain “Pilots” and “Additional Payments” (as defined in the Redevelopment Agreement), which obligation or obligations were secured by Deeds of Trust (as defined in the Redevelopment Agreement), which did bind future owners of the Hotel; and

WHEREAS, following a foreclosure of the Hotel by the bondholders, Convention Center Hotels Acquisition Company, LLC (“CCHAC”), a Missouri limited liability company, is now the owner of the Hotel and is obligated to pay the Pilots and Additional Payments; and

WHEREAS, in connection with the redevelopment of the Hotel, the City did apply for and utilize approximately \$50,000,000 in Section 108 Loan Guarantee Funds from the United State Department of Housing and Urban Development pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended, and Ordinance Nos. 64445 and 64907 of the City of St. Louis (the “Section 108 Loan”), which Section 108 Loan has a current outstanding principal balance of approximately \$36,600,000; and

WHEREAS, Mo. Rev. Stat. §67.1400 et seq. (the “CID Act”) authorizes the Board of Aldermen to approve the petitions of property owners to establish community improvement districts; and

WHEREAS, a petition has been filed with the City (the “Petition”), requesting formation and establishment of the St. Louis Convention Center Hotel Community Improvement District (the “CID”), signed by authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed CID; and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complies with the requirements of the CID Act and deliver the Petition to the Board of Aldermen; and

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act, was held at 10 a.m. on December 2, 2009, by the Board of Aldermen; and

WHEREAS, pursuant to Mo. Rev. Stat. §§238.200 to 238.280 (the “TDD Act”), a petition (the “TDD Petition”) has been filed in the Circuit Court of the City of St. Louis, Missouri, for the creation of the St. Louis Convention Center Hotel Transportation Development District (the “TDD”) for the purpose of generating revenue to fund or assist in funding the “Transportation Project” described in the TDD Petition; and

WHEREAS, the City constitutes the “local transportation authority” (as defined in the TDD Act) for the purpose of approving the Transportation Project pursuant to the TDD Act; and

WHEREAS, no portion of the proposed Transportation Project has been or is intended to be merged into the State highways and transportation system under the jurisdiction of the Missouri Highway Transportation Commission; therefore, approval of the Transportation Project will vest exclusively with the City; and

WHEREAS, the TDD Act provides that, prior to construction or funding of a proposed project, such project shall be submitted to the local transportation authority for its prior approval, subject to any required revisions of such project and the TDD and the local transportation authority entering into a mutually satisfactory agreement regarding the development and future maintenance of such proposed project; and

WHEREAS, the City hereby desires and intends to approve the Transportation Project subject to the TDD being properly formed and the TDD and the City entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation and Transportation Project Agreement (the “Agreement”), in the form attached hereto as Exhibit B and incorporated herein by reference, with the CID, the TDD and Convention Center Hotels Acquisition Company, LLC (the “Company”), as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project as well as the project to be undertaken by the CID; and

WHEREAS, the CID and TDD may, subject to the procedures set forth in the CID Act and TDD Act, respectively, impose a sales tax upon sales at retail within their respective boundaries (respectively, the “CID Sales Tax” and “TDD Sales Tax” and collectively, the “District Sales Taxes”); and

WHEREAS, the imposition of the District Sales Taxes are anticipated to (i) provide a source of funding for the Hotel which would reduce the Hotel’s ongoing operating obligations, and (ii) increase the funds otherwise received by the City from the operation of the Hotel, thereby increasing the City’s ability to meet its obligations with respect to the Section 108 Loan; and

WHEREAS, in order to encourage the continued function and operation of the Hotel, which will benefit the City through the creation and retention of jobs (among other benefits), CCHAC has requested that the City modify or restructure certain terms of the Redevelopment Agreement; and

WHEREAS, a portion of the District Sales Taxes will provide additional support for the repayment of the Section 108 Loan; and

WHEREAS, in connection with the transactions described herein, the City and the Hotel Owner intend to enter into an Addendum to the Redevelopment Agreement in order to carry out such transactions and to acknowledge Hotel Owner’s assumption of certain obligations pursuant to the Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Addendum and the Agreement are acceptable and that the execution, delivery and performance by the City, CCHAC, the CID, the TDD and the Developer of their respective obligations are in the best interests of the City and the health, safety, morals and welfare of its residents; and

WHEREAS, it is necessary and desirable and in the best interest of the City to cause the creation of the CID, the execution of the Agreement, the execution of the Addendum, and the other transactions described herein, in order to encourage the economic stability and viability of the Hotel, and to thereby assist in attracting more conventions and similar large events to the City, which are then in turn expected to retain and create new jobs in, encourage investment in, and benefit collectively the welfare of the citizens of the City.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. (a) A community improvement district, to be known as the “St. Louis Convention Center Hotel Community Improvement District,” is hereby established pursuant to the CID Act on certain real property described below to provide services, construct improvements, impose a sales tax and carry out other functions as set forth in the Petition, which is attached hereto as Exhibit A and incorporated herein by this reference.

(b) The CID boundaries are set forth in the map included in the Petition in Exhibit A and are generally described as follows (and are more particularly described in the Petition): that real property located at the addresses commonly known as 507 N. 8th Street, 414 N. 9th Street, 418 N. 10th Street, 823-827 Washington Avenue and 910-912 Washington Avenue, generally bounded on the west by the eastern line of N. 10th Street south of Washington Avenue and the eastern line of N. 9th Street north of Washington Avenue; on the south by the southern lot lines of 507 N. 8th Street, 414 N. 9th Street, 418 N. 10th Street and 910-912 Washington Avenue; on the east by the western line of N. 8th Street south of Washington Avenue and the eastern lot line of 823-827 Washington Avenue north of Washington Avenue; and on the north by the northern lot line of 823-827 Washington Avenue and the southern line of Washington Avenue.

SECTION TWO. The CID is authorized by the Petition, in accordance with the CID Act, to impose a tax upon retail sales within the CID, at a rate not to exceed one percent (1%), to provide funds to accomplish any power, duty or purpose of the CID. The imposition of the sales tax is subject to the approval of the qualified voters of the CID, as provided in the CID Act and the Petition.

SECTION THREE. The CID is authorized by the CID Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the CID and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the CID, and if issued by the CID, shall bear such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the CID shall determine subject to the provisions of Mo. Rev. Stat. §108.170. The CID is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the CID.

SECTION FOUR.

(a) Pursuant to the Petition, the CID shall be in the form of a political subdivision of the State of Missouri.

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the CID shall be the same as the fiscal year for the City.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the CID shall submit to the Board of Aldermen a proposed annual budget for the CID, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The CID shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

SECTION FIVE. The CID is authorized to use the funds of the CID for any of the improvements, services or other activities authorized under the CID Act.

SECTION SIX. Pursuant to the CID Act, the CID shall have all of the powers necessary to carry out and effectuate the purposes of the CID and the CID Act as set forth in the CID Act and the Petition.

SECTION SEVEN. The City hereby finds that the uses of the CID proceeds, as provided for in the Petition, will serve a public purpose by funding activities associated with encouraging economic development and benefitting the public health and welfare within the City of St. Louis by means of assisting in the financing of public improvements and services associated with an area of the City of St. Louis, the St. Louis Convention Center Hotel complex (e.g., the current Renaissance Grand Hotel & Suites), that is frequented by large numbers of tourists and conventions and is vital to the economic well-being of the City of St. Louis and its residents.

SECTION EIGHT. Within one hundred twenty (120) days after the end of each fiscal year, the CID shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the CID during such fiscal year, and copies of written resolutions approved by the board of directors of

the CID during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

SECTION NINE. The term for the existence of the CID shall be as set forth in the Petition, as may be amended from time to time or as such term may be otherwise modified in accordance with the CID Act.

SECTION TEN. The Register shall report in writing the creation of the St. Louis Convention Center Hotel Community Improvement District to the Missouri Department of Economic Development.

SECTION ELEVEN. The Petition provides that the CID shall be governed by a Board of Directors consisting of five individual directors (collectively the "Directors" and each a "Director"), such Directors to be appointed by the Mayor with the consent of the Board of Aldermen, in accordance with the CID Act. The Petition also provides that successor directors will be appointed by the Mayor with the consent of the Board of Aldermen, in accordance with the CID Act. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the CID for the terms set forth in parentheses below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

1. Paul Meier (four years)
2. Laura Lashley (four years)
3. Laura Roberson (two years)
4. Brian Krippner (two years)
5. Linda Krull (two years)

SECTION TWELVE. The Board of Aldermen hereby approves the Transportation Project as submitted to the City with such changes as shall be approved by the Mayor or his designated representative upon submission by the TDD of the plans and specifications of the Transportation Project and as may be consistent with the intent of this Ordinance.

SECTION THIRTEEN. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Agreement in order to implement the Transportation Project.

SECTION FOURTEEN. The Board of Aldermen finds and determines that the Transportation Project is necessary and desirable in order to maintain the supply of safe, secure and available parking in the City.

SECTION FIFTEEN. The Board of Aldermen hereby approves, and the Mayor of the City and the Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Intergovernmental Cooperation and Transportation Project Agreement among the City, the CID, the TDD and the Company attached hereto as Exhibit B, and the City Register is hereby authorized and directed to attest to the Agreement and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached, with such changes therein as shall be approved by the Mayor and the Comptroller and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION SIXTEEN. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, an Addendum to the Redevelopment Agreement by and between Owner and the City (the "Addendum") attached hereto as Exhibit C, and the City Register is hereby authorized and directed to attest to the Addendum and to affix the seal of the City thereto. The Addendum shall be in similar form to that attached hereto, with such changes therein as shall be approved by the Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION SEVENTEEN. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the transactions described herein, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION EIGHTEEN. The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their

designated representatives.

SECTION NINETEEN. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION TWENTY. The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the CID, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

EXHIBIT A

PETITION TO ESTABLISH THE CID

**A PETITION AUTHORIZING
THE FORMATION OF A COMMUNITY IMPROVEMENT DISTRICT**

A. The undersigned, being (1) the owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the hereinafter-described community improvement district and (2) more than fifty percent per capita of all owners of real property within the boundaries of the hereinafter-described community improvement district, do hereby petition and request that the City of St. Louis, Missouri (the “City”), create a community improvement district as described herein under the authority of Sections 67 1401 to 67 1571, inclusive, of the Revised Statutes of Missouri (the “Act”).

B. The name of the proposed district shall be the “St. Louis Convention Center Hotel Community Improvement District ”

C. A legal description and boundary map of the proposed district is attached in **Exhibit A**.

D. A five-year plan stating a description of the purposes of the proposed district, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred is attached hereto in **Exhibit B**.

E. The proposed district will be established as a political subdivision under the Act

F. The purpose of the proposed district is to identify, prioritize and fund improvements as determined by the board of directors, which will consist of five (5) directors appointed by the Mayor with the consent of the Board of Aldermen, each being an owner of real property within the proposed district, or a legally authorized representative thereof, provided that at all times at least one such legally authorized representative of an owner of real property shall be an individual who has been designated by the Mayor of the City of St. Louis and at least one such legally authorized representative thereof shall be an individual designated by the Comptroller of the City of St. Louis. Successor directors will also be appointed by the Mayor with the consent of the Board of Aldermen, subject to the above qualifications. The approval by the Mayor of an ordinance establishing the proposed district which contains the names of the initial directors shall constitute the appointment of the initial directors.

G. The total assessed value of all real property in the proposed district is \$26,234,900.

H. Petitioners do not seek a determination by the Board of Aldermen that the proposed district is a “blighted area” as that term is defined in the Act.

I. The term of the proposed district shall be 13 years or such shorter period of time as necessary to fully fund the proposed district’s projects and services.

J. Petitioners shall not seek to submit to qualified voters a proposition for approval of a real property tax levy or business license tax. As such, the maximum rate of real property and business license tax levies is zero.

K. Petitioners shall submit to the qualified voters a proposition to impose a district-wide sales tax at the rate of not more than one percent (1%).

L. Petitioners shall not seek to submit to the qualified voters a proposition for approval of a special assessment. As such, the maximum rate of special assessment is zero.

M. Petitioners do not seek limitations on the borrowing capacity of the district

N. Petitioners do not seek limitations on the revenue generation of the district.

O. Petitioners do not seek limitations on the powers of the district

P. THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.

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EXHIBIT A**BOUNDARIES OF COMMUNITY IMPROVEMENT DISTRICT****Legal Description**

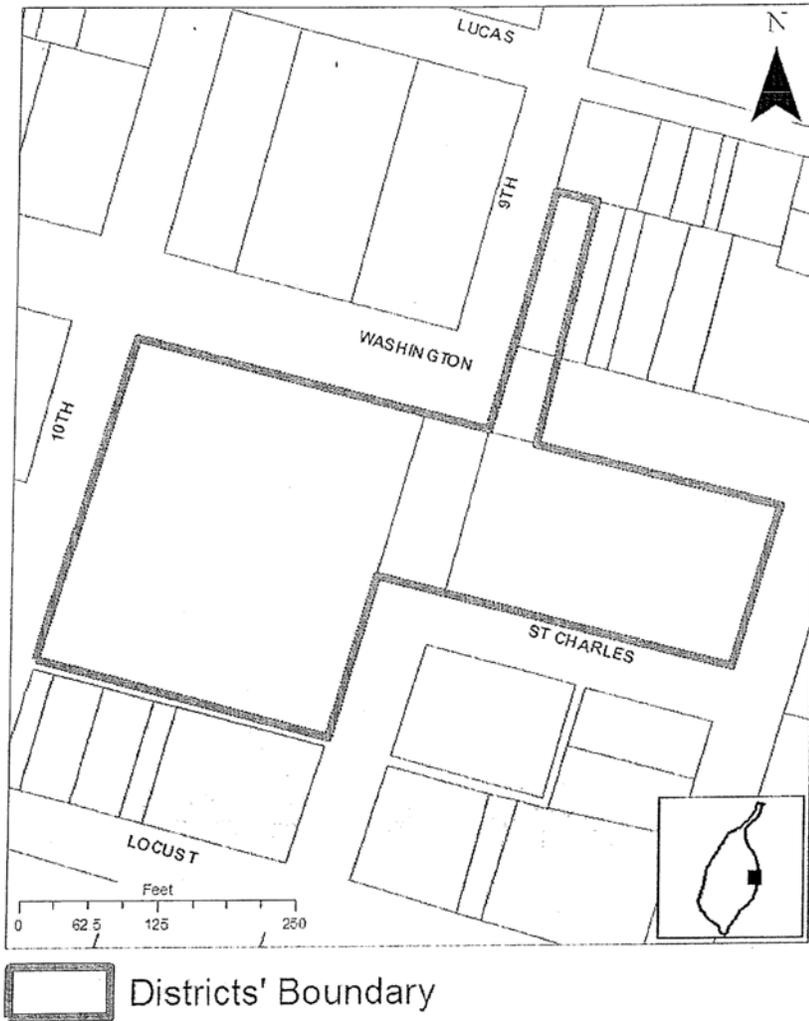
All of blocks 171 and 172 and a portion of blocks 170 and 272 in the City of St. Louis together with certain portions of Washington Ave. and N. Ninth St., more specifically described as follows:

Beginning at the point of intersection of the east line of N. Tenth St. (60 feet wide) and the south line of Washington Ave. (80 feet wide); thence eastwardly along said south line of Washington Ave. to its point of intersection with the east line of N. Ninth St. (56 feet wide); thence northwardly along said east line of N. Ninth St. to its point of intersection with the westward prolongation of the north line of property in City Block 170 now, or formerly owned by the Land Clearance for Redevelopment Authority of the City of St. Louis; thence eastwardly along said westward prolongation and said north property line to its point of intersection with the east line of said property; thence southwardly along said east property line to its point of intersection with the south line of Washington Ave.; thence eastwardly along said south line of Washington Ave. to its point of intersection with the northward prolongation of the west line of N. Eighth St. (60 feet wide); thence southwardly along said northward prolongation and said west line of Eighth St. to its point of intersection with the eastward prolongation of the north line of St. Charles St. (50 feet wide); thence westwardly along said eastward prolongation and said north line of St. Charles St. to its point of intersection with the west line of N. Ninth St.; thence southwardly along said west line of N. Ninth St. to its point of intersection with the eastward prolongation of the north line of a 15 foot wide east-west alley in City Block 272; thence westwardly along said eastward prolongation, said north alley line and its westward prolongation to its point of intersection with the east line of N. Tenth St.; thence northwardly along said east line of N. Tenth St. to its point of intersection with the south line of Washington Ave., the point of beginning.

Exclusion

The district's boundaries shall exclude those areas of the property described above that are now or hereafter designated as condominium units for residential use in a condominium declaration that is filed with the St. Louis City Recorder of Deeds pursuant to the "Uniform Condominium Act," Chapter 448 of the Revised Statutes of Missouri.

Boundary Map



B-2

EXHIBIT B

FIVE-YEAR PLAN

A. Purpose of the Proposed District.

A community improvement district ("CID") is a vehicle established under §67.1401 through §67.1571 of the Revised Statutes of Missouri (the "Act"). Generally, CIDs are empowered and created to provide a variety of services and to finance a number of different improvements. The proposed district will derive its revenue from a sales tax levied only within the boundaries of the CID.

A public parking garage located within the boundaries of the proposed district (the "Parking Garage") is part of the St. Louis Convention Center Hotel complex (e.g., the Renaissance Grand Hotel & Suites) and is currently owned by the Missouri Development Finance Board ("MDFB"). As district revenues permit, the proposed district intends to fund or assist in the funding of the operation and maintenance costs of the Parking Garage, the financing or reimbursement of costs related to the lease of the Parking Garage, and such other projects as the proposed district's board of directors may identify

B. The Proposed Services and Improvements.

The district will fund or assist in the funding of the operation and maintenance costs of the Parking Garage and the costs incurred in leasing or financing the Parking Garage, as described above, as well as the administrative, legal and other costs relating to the formation of the district and the ongoing operation of the district.

C. Estimated Costs.

The district estimates that it will appropriate approximately \$160,000 annually to the Parking Garage costs and expenses as described above. This amount is likely to fluctuate depending on the occupancy rates and associated taxable sales at the adjacent hotels (increased hotel occupancy is likely to generate additional district revenues as well as additional Parking Garage operational costs) Administrative, legal and other routine costs and expenses associated with the ongoing operation of the proposed district are anticipated to be approximately \$15,000 per year.

D. Schedule of Activities.

Year One

- Impose district sales tax
- Collect district sales tax
- Assist in funding eligible Parking Garage costs, expenses and debt

Year Two

- Impose district sales tax
- Collect district sales tax
- Assist in funding eligible Parking Garage costs, expenses and debt

Year Three

- Impose district sales tax
- Collect district sales tax
- Assist in funding eligible Parking Garage costs, expenses and debt

Year Four

- Impose district sales tax
- Collect district sales tax
- Assist in funding eligible Parking Garage costs, expenses and debt

Year Five

- Impose district sales tax
- Collect district sales tax
- Assist in funding eligible Parking Garage costs, expenses and debt

* * *

**EXECUTION PAGE FOR PETITION AUTHORIZING THE FORMATION OF
A COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: **Convention Center Hotels Acquisition Company, LLC**
 Owner's telephone number: (314) 612-8480
 Owner's mailing address: c/o UMB Bank Corporate Trust Division
 2 S Broadway, Suite 600
 St. Louis, Missouri 63102

IF SIGNER IS DIFFERENT FROM OWNER:

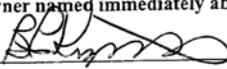
Name of signer: Brian P. Krippner
 State basis of legal authority to sign: Vice President of UMB Bank, N.A., as Bond Trustee, its Sole Member
 Signer's telephone number: (314) 612- 8480
 Signer's mailing address: c/o UMB Bank, N.A. Corporate Trust Dept.
2 S. Broadway, Suite 600, St. Louis, MO 63102

- If owner is an individual: Single Married
 If owner is not an individual, state what type of entity: Corporation General Partnership
 Limited Partnership Limited Liability Company
 Partnership Urban Redevelopment Corporation
 Not-for-profit Corporation Other _____

<u>Parcel No.</u>	<u>Address</u>	<u>Assessed Value</u>
01720000252	507 N. 8th St.	\$9,888,510
01720000251	507 N. 8th St.	412,880
01720000241	414 N. 9th St.	412,880
01720000242	414 N. 9th St.	9,919,030
01720000221	418 N. 10th St.	82,560
01720000222	418 N 10th St.	20
01700001201	823-827 Washington Ave.	341,800
01700001202	823-827 Washington Ave.	624,660
01720000211	910-912 Washington Ave.	412,800
01720000212	910-912 Washington Ave.	2,614,190
TOTAL		\$24,709,330

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: November 12, 2009

Signature: 

Brian P Krippner, Vice President of UMB Bank, N.A.,
as Bond Trustee, sole member of Convention Center
Hotels Acquisition Company, LLC

STATE OF MISSOURI)

CITY OF ST LOUIS)

Before me personally appeared Brian P. Krippner to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 12th day of November, 2009


Notary Public

My Commission Expires: _____



EXECUTION PAGE FOR PETITION AUTHORIZING THE FORMATION OF
A COMMUNITY IMPROVEMENT DISTRICT

Name of owner: St. Louis Gateway Condominium Association II, Inc.
Owner's telephone number: (314) 612-8480
Owner's mailing address: c/o UMB Bank Corporate Trust Division
2 S. Broadway, Suite 600
St. Louis, Missouri 63102

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Brian P. Krippner
State basis of legal authority to sign: President of Corporation
Signer's telephone number: (314) 612-8480
Signer's mailing address: c/o UMB Bank, N.A., Corporate Trust Dept.
2 S. Broadway, Suite 600, St. Louis, MO 63102

If owner is an individual:
If owner is not an individual,
state what type of entity:

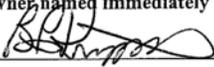
- Single
- Married
- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Partnership
- Urban Redevelopment Corporation
- Not-for-profit Corporation
- Other:

St. Louis Gateway Condominium Association II, Inc. (the "Association") is the condominium association for the properties listed below, as described in that certain Declaration for St. Louis Gateway Condominium recorded at Book 03012004, Page 0091 in the Office of the Recorder of Deeds, City of St. Louis, Missouri. Pursuant to Section 67.1401.2(12), the Association is to be treated as one per capita owner of real property for purposes of this Petition.

<u>Parcel No.</u>	<u>Address</u>	<u>Assessed Value</u>
01720000252	507 N. 8th St.	\$9,888,510
01720000251	507 N. 8th St.	412,880
01720000241	414 N. 9th St.	412,880
01720000242	414 N. 9th St.	9,919,030
01720000221	418 N. 10th St.	82,560
01720000222	418 N. 10th St.	20
01700001201	823-827 Washington Ave	341,800
01700001202	823-827 Washington Ave	624,660
01720000211	910-912 Washington Ave.	412,800
01720000212	910-912 Washington Ave	2,614,190
01720000232	414 N. 10th St.	1,525,590
01720000231	414 N. 10th St	0
TOTAL		\$26,234,900

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: November 12, 2009

Signature: 

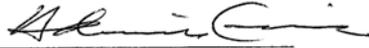
Brian P. Krippner, President of St. Louis Gateway Condominium Association II, Inc.

STATE OF MISSOURI)

CITY OF ST LOUIS)

Before me personally appeared Brian P. Krippner to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 12th day of November, 2009.



Notary Public

My Commission Expires: _____

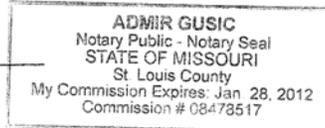


EXHIBIT B
INTERGOVERNMENTAL TRANSPORTATION AND PROJECT AGREEMENT

INTERGOVERNMENTAL COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AND TRANSPORTATION PROJECT AGREEMENT (this “*Agreement*”) is made and entered into as of the ____ day of _____, 20__, by and among the **ST. LOUIS CONVENTION CENTER HOTEL COMMUNITY IMPROVEMENT DISTRICT**, a political subdivision duly organized and existing under the laws of the State of Missouri (the “*CID*”), the **ST. LOUIS CONVENTION CENTER HOTEL TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision duly organized and existing under the laws of the State of Missouri (the “*TDD*”), the **CONVENTION CENTER HOTELS ACQUISITION COMPANY, LLC**, a Missouri limited liability company (the “*CCHAC*”), and the **CITY OF ST. LOUIS, MISSOURI**, a home rule city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “*City*”) (each a “*Party*” and collectively, the “*Parties*”).

Recitals:

1. The CID is a political subdivision and community improvement district formed pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”).
2. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the “*TDD Act*”).
3. CCHAC owns all of the real property within the boundaries of the CID and the TDD, except for a parking garage (the “*Garage*”), which is owned by the Missouri Development Finance Board (“MDFB”), the common elements of the St. Louis Gateway Condominium, which are owned by the St. Louis Gateway Condominium Association, Inc., and public rights-of-way.
4. CCHAC leases a significant portion of the parking spaces located in the Garage from the MDFB.
5. The construction of Garage was financed by MDFB through the issuance of its Taxable Infrastructure Facilities Revenue Bonds (St. Louis Convention Center Hotel Project), Series 2000B and Tax-Exempt Infrastructure Facilities Revenue Bonds (St. Louis Convention Center Hotel Project), Series 2000C (collectively and together with any obligations issued to refund such bonds, the “*MDFB Bonds*”).
6. The Parties desire to enter into this Agreement in order to: (a) acknowledge the general economic benefit and value to the community created by the CID Project and TDD Project (as defined herein), (b) memorialize the agreement of the City, acting in its capacity as the “local transportation authority” (as defined in the TDD Act) regarding development and future maintenance of the TDD Project (as defined herein) and (c) set forth the terms upon which the various Parties will cooperate in the implementation of the CID Project and TDD Project.
7. Pursuant to Section 70.220 of the Revised Statutes of Missouri, as amended, the City, the CID and the TDD are permitted to cooperate with each other and CCHAC in the operation of any public facility or for a common service.
8. The City, pursuant to Ordinance No. _____, the CID, pursuant to Resolution No. _____, and the TDD, pursuant to Resolution No. _____, have authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the City, the CID, the TDD and CCHAC hereby agree as follows:

Section 1. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

Agreement. This Intergovernmental Cooperation and Transportation Project Agreement made and entered into as of the date stated above by and among the Parties.

CCHAC. Convention Center Hotels Acquisition Company, LLC, a Missouri limited liability company, or its permitted

successors and assigns.

CID. The St. Louis Convention Center Hotel Community Improvement District, a political subdivision duly organized and existing under the laws of the State of Missouri.

CID Act. The Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

CID Administrative Account. The account established within the CID Fund from which CID Administrative Costs will be paid.

CID Administrative Costs. The actual, reasonable and necessary overhead expenses of the CID for administration, supervision and inspection incurred in connection with the CID Project and paid initially by CCHAC, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) per year.

CID Eligible Cost. Any cost or costs associated with the CID Project that is payable pursuant to this Agreement and that may be reimbursed by or paid for by the CID from CID Revenues, pursuant to the CID Act or other applicable law.

CID Fund. The fund established by or on behalf of the CID into which CID Revenues will be deposited.

CID Petition. The petition for the creation of the CID approved by the Board of Aldermen of the City on December 11, 2009 by Ordinance No. _____.

CID Project. The project to be undertaken by the CID, as described in Section B of Exhibit B to the CID Petition.

CID Revenues. The revenues collected from the CID Sales Tax, not otherwise deposited in the Special Allocation Fund pursuant to the TIF Act, and excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum.

CID Sales Tax. The community improvement district sales tax in an amount equal to one percent (1%) to be imposed by the CID pursuant to Section 67.1521 of the CID Act.

City. The City of St. Louis, Missouri, a home rule city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

Hotel Parking Lease. The Hotel Parking Lease and Purchase Option dated as of December 1, 2000, between the Missouri Development Finance Board, as lessor, and Gateway Hotel Partners, LLC and Gateway Tower Partners, LLC, collectively as lessee.

Redevelopment Agreement. The Redevelopment Agreement dated as of December 1, 2000, among the City, Historic Restoration, Inc., Washington Avenue Historic Developer, LLC, Gateway Hotel Partners, LLC and Gateway Tower Partners, LLC, as amended by the Addendum to Redevelopment Agreement dated as of December __, 2009, between the City and CCHAC, and such other amendments as may be agreed upon from time to time.

Rent Payment. The payment of "Base Rent" or "Accounting Period Rent" or any portion of such payments or any addition, credit, deduction or offset associated with such payments, paid by the "Lessee," as such terms are defined in the Hotel Parking Lease, which the Parties acknowledge and agree are payments that fund CID Eligible Costs associated with the CID Project and TDD Eligible Costs associated with the TDD Project.

TDD. The St. Louis Convention Center Hotel Transportation Development District, a political subdivision duly organized and existing under the laws of the State of Missouri.

TDD Act. The Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended.

TDD Administrative Account. The account established within the TDD Fund from which TDD Administrative Costs will be paid.

TDD Administrative Costs. The actual, reasonable and necessary expenses of the TDD for administration, supervision and inspection incurred in connection with the Transportation Project and paid initially by CCHAC in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) per year.

TDD Eligible Cost. Any cost or costs associated with the TDD Project that are payable pursuant to this Agreement and that may be reimbursed by or paid for by the TDD from TDD Revenues, pursuant to the TDD Act or other applicable law.

TDD Fund. The fund established by or on behalf of the TDD into which TDD Revenues will be deposited.

TDD Petition. The petition for the creation of the TDD approved by a Judgment and Order of the Circuit Court of the City of St. Louis on December __, 2009.

TDD Project. The Transportation Project described in the TDD Petition.

TDD Revenues. The revenues collected from the TDD Sales Tax, not otherwise deposited in the Special Allocation Fund pursuant to the TIF Act, and excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum.

TDD Sales Tax. The transportation development district sales tax in an amount equal to one percent (1%) to be imposed by the TDD pursuant to Section 238.235 of the TDD Act.

TIF Act. The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

Section 2. CID Governance and Abolition.

2.1 Governance. CCHAC will take whatever actions are necessary to ensure that one person designated by the Mayor of the City and one person designated by the Comptroller of the City qualify to be appointed to the board of directors of the CID, including, if necessary, the appointment of such persons as legally authorized representatives of CCHAC for purposes of appointment to the board of directors.

2.2 Repeal of Sales Tax. The CID will not repeal or reduce the amount of the CID Sales Tax until the earlier of (a) the abolition of the CID, (b) such time as when no real property within the CID is subject to tax increment financing pursuant to the TIF Act or (c) such other time as agreed by all the Parties.

2.3 Abolition. The CID shall maintain its existence until April 17, 2023, at which time the board of directors of the CID will immediately implement procedures for the abolition of the CID pursuant to the CID Act. Any CID Revenues remaining after final payment of any CID Administrative Costs and the abolition of the CID will be applied in the manner prescribed the CID Act.

Section 3. TDD Governance and Abolition.

3.1 Governance. CCHAC will take whatever actions are necessary to ensure that one person designated by the Mayor of the City and one person designated by the Comptroller of the City will have seats on the board of directors of the TDD at all times, including, if necessary, casting votes necessary for the election of such persons and the appointment of such persons as legally authorized representatives of CCHAC for purposes of serving on the board of directors.

3.2 Repeal of Sales Tax. The TDD will not repeal or reduce the amount of the TDD Sales Tax until the earlier of (a) the abolition of the TDD, (b) such time as when no real property within the TDD is subject to tax increment financing pursuant to the TIF Act or (c) such other time as agreed by all the Parties.

3.3 Abolition. The TDD shall maintain its existence until April 17, 2023, at which time the board of directors of the TDD will immediately implement procedures for the abolition of the TDD pursuant to the TDD Act. Any TDD Revenues remaining after final payment of any TDD Administrative Costs and the abolition of the TDD will be applied in the manner prescribed the TDD Act.

Section 4. Covenant to Appropriate CID Revenues.

4.1 The CID agrees that the officer of the CID who is charged with the responsibility of formulating budget proposals shall be directed to include in the CID's budget, a provision for the appropriation of all monies due to the City's Special Allocation Fund pursuant to the TIF Act.

4.2 If, within thirty (30) days after the end of the CID's fiscal year, the CID's board of directors fails to adopt a budget, the CID shall be deemed to have adopted a budget that provides for application of the CID Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

Section 5. Covenant to Appropriate TDD Revenues.

5.1 The TDD agrees that the officer of the TDD who is charged with the responsibility of formulating budget proposals shall be directed to include in the TDD's budget, a provision for the appropriation of all monies due to the City's Special Allocation Fund pursuant to the TIF Act.

5.2 If, within thirty (30) days after the end of the TDD's fiscal year, the TDD's board of directors fails to adopt a budget, the TDD shall be deemed to have adopted a budget that provides for application of the TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

Section 6. CID Project.

6.1 Agent. The CID hereby appoints CCHAC as its agent for the funding, operation and maintenance of the CID Project.

6.2 Funding of the CID Project. The CID shall transfer all CID Revenues, except those necessary to pay CID Administrative Costs, to CCHAC for the payment of CID Eligible Costs associated with the CID Project pursuant to the terms of this Agreement. The CID and CCHAC agree that such CID Eligible Costs may be paid by CCHAC, on behalf of the CID, through the application of CID Revenues to the Rent Payment or other payments (including any portion of and any addition, credit, deduction or offset for any other payments) that are made by or on behalf of the Lessee pursuant to the Hotel Parking Lease.

6.3 Use Restricted to Rent Payment. During the time that the MDFB Bonds are outstanding, CCHAC and the CID covenant that all CID Revenues, except for those revenues necessary to pay CID Administrative Costs, will be applied solely to the Rent Payment.

Section 7. TDD Project.

7.1 Agent. The TDD hereby appoints CCHAC as its agent for the funding, operation and maintenance of the TDD Project.

7.2 Funding of the TDD Project. The TDD shall transfer all TDD Revenues, except those necessary to pay TDD Administrative Costs, to CCHAC for the payment of TDD Eligible Costs associated with the TDD Project pursuant to the terms of this Agreement. The TDD and CCHAC agree that such TDD Eligible Costs may be paid by CCHAC, on behalf of the TDD, through the application of TDD Revenues to the Rent Payment or other payments (including any portion of and any addition, credit, deduction or offset for any other payments) that are made by or on behalf of the Lessee pursuant to the Hotel Parking Lease.

7.3 Use Restricted to Rent Payment. During the time that the MDFB Bonds are outstanding, CCHAC and the TDD covenant that all TDD Revenues, except for those revenues necessary to pay TDD Administrative Costs, will be applied solely to the Rent Payment.

Section 8. Assignment.

8.1 CID and TDD. The CID and TDD shall not assign their respective interests in this Agreement without the prior written consent of the City.

8.2 Company. CCHAC may only assign its interest in this Agreement (a) with the prior written consent of the City

or (b) to an entity also receiving CCHAC's rights and obligations under the Redevelopment Agreement, subject to the requirements for such assignment in the Redevelopment Agreement.

Section 9. Dispute Resolution Process.

9.1 The Parties agree that, in the event of a disagreement concerning the matters described herein, they shall negotiate, in good faith, in an attempt to resolve such disagreement for a period of at least sixty (60) days following receipt of notice from any other Party setting forth the specifics of the disagreement and the relief requested.

9.2 If all of the Parties are unable to resolve such disagreement through good faith negotiation, the Parties agree to attempt in good faith to resolve such disagreement through mediation administered by an organization offering commercial mediation services. Unless otherwise agreed by all of the Parties, all mediation proceedings shall be conducted in the City of St. Louis, Missouri.

9.3 After exhausting the procedures of **Section 9.1** and **Section 9.2**, any Party may seek an adjudication of the controversy by the Circuit Court of the City of St. Louis, Missouri, and the prevailing Party therein shall be entitled to recover all costs and expenses, including reasonable legal fees and expenses associated therewith from such other Parties as may be specified in the court order.

Section 10. CID and TDD Requirements. The CID and the TDD acknowledge that, pursuant to such other agreements as may be entered into between or among the TDD, the CID and CCHAC, the TDD and the CID, as applicable, shall require that any and all funds received by CCHAC from the TDD and the CID have a public purpose and are for the benefit of the general public health, safety and welfare and are intended to benefit the community at large through the provision of safe public parking within the boundaries of the TDD and CID.

Section 11. Remedies. All rights and remedies of the Parties herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies provided in this Agreement, the Parties shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Agreement, and the Parties shall be entitled to recover all direct damages arising out of or caused by any other Party's violation of any of the covenants, agreements or conditions of this Agreement.

Section 12. Indemnification and Release. To the extent permitted by law, CCHAC, the TDD and the CID agree to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the negligence or willful misconduct of the TDD, the CID or CCHAC, as applicable, or their respective employees, agents or independent contractors in connection with the management, development, and operation of the CID Project and TDD Project. To the extent permitted by law, the City and CCHAC agree to indemnify, defend, and hold the CID and the TDD, their employees, agents, consultants and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City or CCHAC, as applicable, their respective employees, agents, and independent contractors and consultants, or arising from a default by the City or CCHAC of their respective obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 13. Consents and Cooperation. Wherever in this Agreement the consent or approval of the TDD, the CID or the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the TDD, the CID and the City agree to take such reasonable actions as may be necessary both to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions and intent. All Parties hereto further waive the right to file suit to set aside either the CID Sales Tax or the TDD Sales Tax or otherwise question the validity of the proceedings relating thereto.

Section 14. Miscellaneous.

14.1 Representations and Warranties of the City. The City hereby represents and warrants that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and

enforceable against the City, in accordance with its terms.

14.2 Representations and Warranties of the CID. The CID hereby represents and that: (i) the CID is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the CID, pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the CID; and (iii) this Agreement is binding upon, and enforceable against the CID, in accordance with its terms.

14.3 Representations and Warranties of the TDD. The TDD hereby represents and warrants that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD, pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

14.4 Representations and Warranties of CCHAC. CCHAC hereby represents and warrants that: (i) CCHAC is authorized to enter into and perform this Agreement and each agreement to be executed and performed by CCHAC, pursuant to this Agreement; (ii) this Agreement was duly authorized by CCHAC; and (iii) this Agreement is binding upon, and enforceable against CCHAC, in accordance with its terms.

14.5 Warranty; Right to Make Agreement. The Parties each warrant to the other with respect to itself that neither the execution of this Agreement nor the finalization of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

14.6 Federal Work Authorization Program. Simultaneously with the execution of this Agreement, CCHAC shall provide the City, the CID and the TDD with an affidavit and documentation meeting the requirements of Section 285.530, RSMo.

14.7 Relationship. Except for the relationship described in Section 6.1 and Section 7.1, neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making any Party hereto a partner, joint venturer with, or agent of the other party. The Parties agree that no Party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the Parties.

14.8 Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

14.9 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement supersedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of all the Parties.

14.10 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

14.11 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the Parties, or any Party, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

Section 15. **Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the City, to:

City of St. Louis

City Hall
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 212

With a copy to:

St. Louis Development Corporation
1015 Locust Street
Suite 1200
St. Louis, Missouri 63101
Attention: Executive Director

and

City Counselor
City of St. Louis
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: Stephen Kovac

In the case of the CID:

St. Louis Convention Center Hotel Community Improvement District

Attention: _____

With a copy to:

Attention: _____

In the case of the TDD:

St. Louis Convention Center Hotel Transportation Development District

Attention: _____

With a copy to:

Attention: _____

In the case of CCHAC:

Convention Center Hotels Acquisition Company, LLC
c/o UMB Bank Corporate Trust
1010 Grand Blvd., 4th Floor

Kansas City, Missouri 64016
Attention: Mark Flanagan

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Attention: Paul Ricotta

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 16. Waiver. The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Cooperation and Transportation Project Agreement to be executed as of the date first written above.

**ST. LOUIS CONVENTION CENTER HOTEL
COMMUNITY IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: _____

**ST. LOUIS CONVENTION CENTER HOTEL
TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

**CONVENTION CENTER HOTELS ACQUISITION
COMPANY, LLC**

By: _____
Name: _____
Title: _____

CITY OF ST. LOUIS, MISSOURI

By: Mayor

By: Comptroller

Attest:

City Register

Approved as to form:

City Counselor

EXHIBIT C

ADDENDUM TO REDEVELOPMENT AGREEMENT

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Addendum to Redevelopment Agreement

DATE OF DOCUMENT: December __, 2009

GRANTOR(S): City of St. Louis
1200 Market Street
St. Louis, MO 63103

GRANTEE(S): Convention Center Hotels Acquisition Company, LLC
UMB Bank, N.A., as Trustee
Corporate Trust and Escrow Services
1010 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attn: Mark Flannagan

LEGAL DESCRIPTION: See Exhibit A

REF. BOOK & PAGE: N/A

After recording return to:
David G. Richardson
Husch Blackwell Sanders
190 Carondelet Plaza, Ste 600
St. Louis, MO 63105
314-480-1500

ADDENDUM TO REDEVELOPMENT AGREEMENT

THIS ADDENDUM TO REDEVELOPMENT AGREEMENT (the "Addendum") is dated as of this __ day of _____, 2009, by and between the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Missouri (the "City"), and CONVENTION CENTER HOTELS ACQUISITION COMPANY, LLC, a Missouri limited liability company ("CCHAC"). (All capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement, as defined herein).

WITNESSETH:

WHEREAS, the Renaissance Grand Convention Center Hotel & Suites (the "Downtown Convention Center Hotel" or "Hotel" or "Project") is a hotel located generally at 800 Washington Avenue in the City; and

WHEREAS, in order to aid in the redevelopment of the Project, the City did previously apply for, utilize and receive \$50,000,000 in Section 108 Loan Guarantee Funds (the "Section 108 Loan"), having a current remaining principal balance of approximately \$36,600,000 from the United States Department of Housing and Urban Development ("HUD"), pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (the "Act") as provided in Ordinances No.

64445 and 64907; and

WHEREAS, CCHAC, on behalf of bondholders (the "Bondholders") owning \$98,000,000 of Senior Lien Revenue Bonds (St. Louis Convention Center Headquarters Hotel Project, Series 2000A (the "Bonds") issued in 2000 by The Industrial Development Authority of the City of St. Louis, Missouri, acquired through foreclosure (the "Foreclosure") certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "CCHAC Property"), which CCHAC Property represents a portion of the Hotel Property (as defined hereinafter);

WHEREAS, the City did previously enter into that certain Redevelopment Agreement dated as of December 1, 2000 and recorded at Book 1669 Page 2672 of the Office of the Recorder of Deeds of the City, by and between the City and Historic Restoration Incorporated, a Louisiana Corporation ("HRI"), Washington Avenue Historic Developer, L.L.C., a Missouri limited liability company ("WAHCD"), Gateway Hotel Partners, L.L.C. a Missouri limited liability company ("GHP") and Gateway Tower Partners, L.L.C., a Missouri limited liability company ("GTP"; GIP together with HRI, WAHCD, and GHP being, collectively, the "Original Developer"), with respect to the redevelopment and ownership of the Project (the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement runs with the land, and CCHAC took title to the CCHAC Property subject to the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement obligated the "Developer" named therein to pay to the City certain "Pilots" and "Additional Payments" (as defined in the Redevelopment Agreement), which obligation or obligations were secured by Deeds of Trust (as defined in the Redevelopment Agreement), and which thereby bind the property legally described on Exhibit B attached hereto (the "Hotel Property"), and CCHAC took title to the CCHAC Property subject to such Deeds of Trust; and

WHEREAS, the Deeds of Trust include, but are not limited to, a Deed of Trust securing the Pilots and Additional Payments due with respect to the 2009 calendar year (the "2009 Deed of Trust") and a Deed of Trust securing the Pilots and Additional Payments due with respect to the 2010 calendar year (the "2010 Deed of Trust"); and

WHEREAS, the Redevelopment Agreement and the documents pertaining to the Section 108 Loan contemplated and provided that certain TIF Revenues (as defined in the Redevelopment Agreement) would be dedicated to and utilized for repayment of the Section 108 Loan; and

WHEREAS, CCHAC has caused or intends to cause the establishment of (i) a community improvement district pursuant to Section 67.1401 to 67.1571 RSMo. to be known as the "St. Louis Convention Center Hotel Community Improvement District" (the "CID") and (ii) a transportation development district pursuant to Sections 238.200 to 238.280 RSMo. to be known as the "St. Louis Convention Center Hotel Transportation Development District (the "TDD"); and

WHEREAS, CCHAC has caused or intends to cause each of the CID and TDD to levy a tax of one percent (1%) on all sales at retail within the CID and TDD, which additional taxes when imposed are expected to increase the amount of TIF Revenues available to service the Section 108 Loan; and

WHEREAS, the parties now intend to enter into this Addendum in order to provide for a mechanism by which the City can permit CCHAC to make the December 31, 2009, Pilots and Additional Payments to be paid in part on or before December 31, 2009, and in part on July 31, 2010 and on October 31, 2010 and the December 31, 2010, Pilots and Additional Payments to be paid in part on or before December 31, 2010, and in part on April 30, 2011, on July 31, 2011, on August 31, 2011, and on October 31, 2011; and

WHEREAS, the parties acknowledge that the Hotel has underperformed recently, and, in order to encourage the continued function and operation of the Hotel, which will benefit the City through the creation and retention of jobs (among other benefits), CCHAC has requested that the City modify certain terms of the Redevelopment Agreement as required to adjust the payment schedule as provided above, without forgiving any part of any payment.

NOW THEREFORE, in consideration of the foregoing, as well as the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assumption of Redevelopment Agreement. CCHAC does hereby acknowledge that, so long as it is the owner of the CCHAC Property, it is bound by any obligations of the "Hotel Owner" and "Developer" arising on or after the date hereof

under Sections 6.0 (subject to the effect, if any, of the Foreclosure), 6.1, 6.2, 6.3, 7, 9(b), 10, 11, 12 and 13 (except for any representation with respect to a previous Hotel Owner or Developer) of the Redevelopment Agreement (collectively, the "Assumed Obligations"), and agrees that it is and shall remain bound by such Sections. Except as set forth in the immediately preceding sentence, nothing contained herein shall be construed as an agreement by CCHAC to assume any of the obligations or liabilities of any other person or entity under the Redevelopment Agreement, including without limitation, any previous Hotel Owner or Developer, nor shall CCHAC be liable for any breach or default of any obligations or liabilities of any other Hotel Owner or Developer.

2. Adjusted Payments.

(a) Without limiting the generality of the foregoing, CCHAC agrees specifically that it shall continue to make the payments of Pilots and Additional Payments (the obligation to pay combined Pilots and Additional Payments being, for any calendar year, the "Combined Payment") required of Developer under the Redevelopment Agreement (including, but not limited to, under Section 6.1 thereof).

(b) Provided that CCHAC makes the Adjusted Payments (as defined herein) and otherwise observes all of the terms and conditions of this Addendum, the City agrees to forbear from taking any "Enforcement Action" under the 2009 Deed of Trust or 2010 Deed of Trust until the occurrence of an Event of Default (as hereinafter defined). The term "Enforcement Action" shall mean any action by City (i) to initiate proceedings for the collection of the Combined Payment, or (ii) to repossess or sell, through judicial proceedings or otherwise, any of the collateral securing the obligations of CCHAC secured by the Deed of Trust. CCHAC has requested that City forbear from enforcing its rights against it and its assets as provided herein to provide CCHAC an additional opportunity to improve its financial condition and thereby increase its ability to meet its obligation to make Combined Payments in later years. This Agreement is at the request of CCHAC for such purpose. CCHAC acknowledges that such forbearance upon the terms set forth herein is satisfactory to CCHAC, and is in the best interest of CCHAC. Except as expressly provided herein, the Redevelopment Agreement (as it pertains to the Assumed Obligations) and the Deeds of Trust shall remain in full force and effect in accordance with their respective terms, and this Addendum shall not be construed to: (1) impair the validity, perfection or priority of any lien or security interest securing the Combined Payment and the Assumed Obligations; or (2) waive or impair any rights, powers or remedies of City under the Redevelopment Agreement (as it pertains to the Assumed Obligations) or the Deeds of Trust.

(c) The "Adjusted Payments" shall consist of the following payments, each of which shall be immediately due and payable on the date listed below corresponding to each:

- i. \$1,950,000 on or before December 31, 2009;
- ii. \$650,000 on or before July 31, 2010;
- iii. \$650,000 on or before October 31, 2010;
- iv. \$750,000 on or before December 31, 2010;
- v. \$750,000 on or before April 30, 2011;
- vi. \$900,000 on or before July 31, 2011;
- vii. \$200,000 on or before August 31, 2011;
- viii. \$750,000 on or before October 31, 2011;
- ix. After October 31, 2011, the amount of Combined Payments set forth in Section 6.1 of the Redevelopment Agreement for such calendar year;

Notwithstanding any other provision hereof (except as provided in this paragraph below), if no Event of Default has occurred under subsection 2(f) of this Addendum, the amount of any Adjusted Payment due pursuant to subparagraphs (i) through (viii) above shall be reduced by the amount of any revenues deposited by the City in the Special Allocation Fund and received from the CID and TDD during the period beginning 30 days prior to the date on which the immediately preceding Adjusted Payment was due and ending on the date which is 30 days before the date on which the Adjusted Payment in question is due, all as certified by the City in writing (the "District Revenues"); provided that the parties hereto expressly acknowledge and agree that the "District Revenues" shall not include any "back half" revenues which are the property of the CID or TDD; provided further that the parties hereto expressly acknowledge and agree that the amount of any Adjusted Payment due pursuant to subparagraphs (i) through (viii) above shall not be reduced if the gross receipts of the Hotel equal or exceed [insert a reasonable number agreed to by CCHAC, the Mayor and the Comptroller].

(d) If prior to October 1, 2011, CCHAC receives any funds from any Bondholder or any affiliate of any

Bondholder or any person other than Hotel patrons in the ordinary course of business, then an amount of Adjusted Payments (up to the total amount of Adjusted Payments not yet paid) equal to the amount of such funds received by CCHAC shall become immediately due and payable, unless CCHAC provides to the Mayor's and the Comptroller's offices credible documentation that such funds are needed for and dedicated to the payment of reasonable and customary Hotel operating expenses.

(e) Upon the satisfaction of all of the Adjusted Payments as specified above, the City agrees that the 2009 Obligation and 2010 Obligation (as such terms are defined, respectively, in the 2009 Deed of Trust and 2010 Deed of Trust) shall be satisfied.

(f) The following shall constitute an "Event of Default" for the purposes of this Addendum:

- (1) the failure of CCHAC to make all or any portion of the Adjusted Payments promptly on the date specified herein;
- (2) reserved;
- (3) any breach of the restrictive covenants set forth in Section 13.12 of the Redevelopment Agreement;
- (4) any breach or default by CCHAC of its obligations hereunder or any breach, default, or Event of Default by CCHAC of its Assumed Obligations;
- (5) the occurrence of any breach, default or Event of Default under any of the Deeds of Trust;
- (6) the failure of the CID Sales Tax and TDD Sales Tax (as hereinafter defined) to be effective as of October 1, 2010 as a result of any action taken or failed to be taken by CCHAC, the CID Board, the TDD Board or their representatives;
- (7) any of the representations of CCHAC contained in Section 5(b) hereof was untrue when made or becomes untrue at any time hereafter.

3. CID and TDD.

(a) CCHAC shall use its best efforts to cause a community improvement district (the "CID") to be created pursuant to Sections 67.1401 to 67.1571 RSMo. (the "CID Act") and shall cause the CID to be operated in accordance with the following:

- (1) The CID's boundaries shall include all of the Hotel Property.
- (2) The CID shall be formed as a political subdivision of the State of Missouri.
- (3) The CID shall be authorized to impose a sales tax of one percent (1%) on all sales at retail made within its boundaries (the "CID Sales Tax").
- (4) The CID's Board of Directors shall consist of five (5) members. The number of persons constituting the Board of Directors shall not be increased without the consent of the City.
- (5) The CID's Board of Directors shall be appointed by the Mayor of the City pursuant to the CID Act.
- (6) The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.
- (7) The CID shall maintain its existence until April 17, 2023, which date is twenty-three years from the date of approval of the Redevelopment Plan (as such term is defined in the Redevelopment Agreement).

- (8) CCHAC, as the owner of the CCHAC Property, shall cooperate in good faith in all proceedings relating to the creation and certification of the CID, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create and certify the CID.
 - (9) CCHAC, as an owner of record of the CCHAC Property, shall in good faith cooperate and assist in obtaining approval for and levying of the CID Sales Tax contemplated herein by voting to approve the CID Sales Tax at an election held in accordance with Section 67.1545 of the CID Act.
 - (10) CCHAC shall use its best efforts to ensure that every retailer within the Hotel Property shall add the CID Sales Tax to the retailer's sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 67.1545 of the CID Act.
 - (11) The City and CCHAC shall waive the right to file suit to set aside the CID Sales Tax or otherwise question the validity of the proceedings relating thereto.
 - (12) CCHAC shall pay or cause to be paid all costs incurred by the City in connection with the creation of the CID or the imposition of the CID Sales Tax.
 - (13) CCHAC shall designate (and shall require any successor owner of any of the CCHAC Property to designate) as its legally authorized representative(s) with respect to the CID: (i) one individual nominated by the Office of the Mayor of the City, and (ii) one individual nominated by the Office of the Comptroller of the City.
- (b) CCHAC shall use its best efforts to cause a transportation development district (the "TDD") to be created pursuant to Sections 238.200 to 238.275 RSMo. (the "TDD Act") and shall cause the TDD to be operated in accordance with the following:
- (1) The TDD's boundaries shall include all of the Hotel Property.
 - (2) The TDD shall be formed as a political subdivision of the State of Missouri.
 - (3) The TDD shall be authorized to impose a tax of one percent (1%) upon sales at retail within the boundaries of the TDD (the "TDD Sales Tax").
 - (4) The TDD's Board of Directors shall consist of five (5) members. The number of persons constituting the Board of Directors shall not be increased by the TDD without the consent of the City. Each member of the TDD's Board of Directors must comply with the criteria set forth in the TDD Act with respect to the qualification of directors.
 - (5) The TDD's Board of Directors shall be elected as provided in the TDD Act.
 - (6) The TDD shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.
 - (7) The TDD shall maintain its existence until April 17, 2023, which date is twenty-three years from the date of approval of the Redevelopment Plan (as such term is defined in the Redevelopment Agreement).
 - (8) CCHAC, as the owner of the CCHAC Property, shall cooperate in good faith in all proceedings relating to the creation and certification of the TDD, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create and certify the TDD.

- (9) CCHAC, as the owner of the CCHAC Property, shall in good faith cooperate and assist in obtaining approval for and levying of the TDD Sales Tax contemplated by voting to approve the TDD Sales Tax as provided in the TDD Act.
- (10) CHAC shall use its best efforts to ensure that every retailer within the TDD shall add the TDD Sales Tax to the retailer's sales price and when so added such TDD Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in the TDD Act.
- (11) The City and CCHAC shall waive the right to file suit to set aside the TDD Sales Tax or otherwise question the validity of the proceedings relating thereto.
- (12) CCHAC shall, pay or cause to be paid all costs incurred by the City in connection with the creation of the TDD or the imposition of the TDD Sales Tax.
- (13) CCHAC shall designate (and shall require any successor owner of any of the CCHAC Property to designate) as its legally authorized representative(s) with respect to the TDD: (i) one individual nominated by the Office of the Mayor of the City, and (ii) one individual nominated by the Office of the Comptroller of the City.

4. Reserved.

5. Reimbursement of City's Costs and Fees. CCHAC hereby agrees to pay or reimburse the City, within fifteen (15) days of receipt of an invoice, for any costs or fees, including but not limited to, legal, consulting, advisory, or financing fees or costs incurred by the City with respect to or in connection with the negotiation and execution of this Addendum or the collection of the Adjusted Payment for any year so requested.

6. Remedies. In addition to the termination of the forbearance described in Section 2, which termination shall entitle the City to take any Enforcement Action, upon the occurrence of any of the events described in Section 2(d)(3), 2(d)(4) or 2(d)(5), the same shall constitute a default hereunder, and the City may institute or pursue any remedies, at law or equity, which may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by CCHAC.

7. Representations of the Parties.

(a) The City hereby represents that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Addendum, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Addendum constitutes the legal and valid binding obligation of the City, enforceable in accordance with its terms.

(b) CCHAC makes the following representations and warranties:

- (1) CCHAC is a Missouri limited liability company, in good standing and validly existing.
- (2) CCHAC is the owner of the CCHAC Property.
- (3) CCHAC has all necessary power and authority to enter into, execute and deliver this Addendum, and to perform all of the obligations provided for it herein.

8. Indemnification and Release. CCHAC agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees, resulting from, arising out of, or in any way connected with (i) this Addendum, (ii) the performance of the obligations of the parties hereto pursuant to this Addendum (iii) any of the ordinances or resolutions connected therewith, (iv) the CID, the TDD, any ordinances or resolutions relating thereto or any intergovernmental or other agreement by and between the City and the same, (v) any legal action brought challenging the validity or effectiveness of the

foregoing, or (vi) any of those items specified in Section 13.9(a) of the Redevelopment Agreement.

9. Notices. Any notice, demand or other communication required by this Addendum to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States Mail, postage prepaid, or delivery personally,

(a) In the case of CCHAC, to:

Convention Center Hotels Acquisition Company, LLC
UMB Bank, N.A., as Trustee
Corporate Trust and Escrow Services
1010 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attn: Mark Flannagan

In each case with a copy to:

Paul Ricotta
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

(b) In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Barbara Geisman, Executive Director for Development

And:

City of St. Louis
Office of the Comptroller
1520 Market Street, Room 3005
St. Louis, Missouri 63103
Attention: Ivy-Neyland Pinkston

In each case with a copy to:

Steven Stogel
The DFC Group
7777 Bonhomme Ave.
St. Louis, MO 63105

And:

David Richardson
Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105

And:

Mark Boatman
Armstrong Teasdale LLP

One Metropolitan Square, Suite 2600
St. Louis, MO 63102

or to such other address with respect to such party as that party may, from time to time designate in writing and forward to the other as provided in this paragraph.

10. Miscellaneous.

(a) This Addendum shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

(b) This Addendum and the rights, interests and obligations of a party hereunder may not be assigned or transferred without the express written consent of the other party, which consent may be withheld in such consenting party's sole and unfettered discretion.

(c) The parties agree that this Addendum shall supplement the Redevelopment Agreement. Except as expressly set forth herein, the Redevelopment Agreement shall remain in full force and effect. This Addendum shall be effective when signed by the authorized agents of the parties.

(d) This Addendum may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

(e) In the event any term or provision of this Addendum is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent that the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them, would not have entered into this Addendum without such term or provision, or would not have intended the remainder of this Addendum to be enforced without such term or provision.

(f) No elected or appointed official, agent, employee or representative of the City shall be personally liable to the CCHAC in the event of any default or breach by any party under this Addendum, or for any amount which may become due to any party or on any obligations under the terms of this Addendum.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the City and CCHAC have caused this Addendum to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

City Counselor

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

On this ____ day of _____, 2009, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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:

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

On this ____ day of _____, 2009, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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:

IN WITNESS WHEREOF, the City and the CCHAC have caused this Addendum to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CCHAC”

CONVENTION CENTER HOTELS ACQUISITION COMPANY, LLC, a Missouri limited liability company
By: UMB Bank, N.A., not in its individual capacity, but solely as Trustee for holders of the Bonds, its sole member

By: _____
Mark Flannagan, Senior Vice President

STATE OF MISSOURI)
) SS.
_____ OF _____)

On this _____ day of _____, 2009, before me appeared _____, to me personally known,

who, being by me duly sworn, did say that he is the _____ of Convention Center Hotels Acquisition Company, LLC a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company by authority of its members, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

Notary Public

My Commission Expires:

EXHIBIT A

[Legal Description of CCHAC Property]

EXHIBIT B

[Legal Description of Hotel Property]

Approved: December 15, 2009