

ORDINANCE #68952
Board Bill No. 121

An Ordinance Approving The Petition Of An Owner Of Certain Real Property To Establish A Community Improvement District, Establishing The Cheshire Annex Community Improvement District, Finding A Public Purpose For The Establishment Of The Cheshire Annex Community Improvement District, Authorizing the Execution of a Transportation Project Agreement Between The City And The Cheshire Transportation Development District, Prescribing The Form And Details Of Said Agreement, Making Certain Findings With Respect Thereto, Authorizing Other Related Actions In Connection With The TDD Project, Authorizing The Execution Of A Cooperation Agreement And Authorizing Reimbursement In Accordance Therewith, And Containing An Emergency Clause And A Severability Clause.

WHEREAS, 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, Section 67.1400 et seq, RSMo, (the "CID Act") authorizes the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of the Cheshire Annex Community Improvement District (the "CID"), signed by the authorized representative of the owner of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of the CID (the "Petition"); 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

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held 9:00 a.m. on June 30, 2011, by the Board of Aldermen; and

WHEREAS, the Cheshire Transportation Development District (the "TDD") intends to undertake that certain "TDD Project" as described and defined in that certain Transportation Project Agreement (the "Transportation Project Agreement"), the form of which is attached hereto as **Appendix B**, which TDD Project will provide a benefit to the City by increasing the available supply of parking; and

WHEREAS, the City constitutes the "local transportation authority" for the purposes of the TDD Project, and as no portion of the proposed 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, approval of the TDD Project is vested 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 district and local transportation authority in question entering into a mutually satisfactory agreement regarding the development and future maintenance of the TDD Project; and

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

WHEREAS, the City intends to enter into the Transportation Project Agreement and incorporated herein by reference, with the TDD, as a mutually satisfactory agreement regarding the development and future maintenance of the TDD Project; and

WHEREAS, the TDD Act provides that, within six months after development and initial maintenance costs of a project have been paid, the district shall transfer control and ownership of the project in question to the local transportation authority pursuant to contract; and

WHEREAS, the TDD Act intends to transfer and the City intends to accept such control and ownership pursuant to and on the terms set forth in the Transportation Project Agreement; and

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

WHEREAS, pursuant to Ordinance No. 68875 the City designated a portion of the City a redevelopment area and approved a Blighting Study and Plan (the “Redevelopment Plan”) for the 7022-60 Clayton Ave. Redevelopment Area (the “Redevelopment Area”) and the redevelopment project described therein (the “Redevelopment Project”) to alleviate the conditions that qualify it as a “blighted area”, as defined in Section 99.320(3), RSMo; and

WHEREAS, a redevelopment agreement (the “Redevelopment Agreement”) will be executed by the City and CI, LLC (the “Company”); and

WHEREAS, the Company or an affiliate will expand funds in connection with the Redevelopment Project, which will benefit the Redevelopment Area and alleviate the conditions that qualify it as a “blighted area”; and

WHEREAS, the City is agreeable to assisting the Company by reimbursing the Company or an affiliate up to the Redevelopment Project costs pursuant to a Cooperation Agreement between the Company (or an affiliate) and the City (the “Cooperation Agreement”); and

WHEREAS, this Board of Alderman hereby finds that it is necessary and desirable and in the best interest of the City to enter into the Cooperation Agreement with the Company or an affiliate and to utilize funds from the Sales Tax Reimbursement Account described therein, in order to provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Cooperation Agreement and the Redevelopment Agreement, which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a stabilized population and plan for the optimal growth of the City, encouragement of a sense of community identity, safety and civic pride, the elimination of impediments to land disposition and development in the City, creation of sustainable jobs in a targeted industry, and provision of additional tax revenue to the City; and

WHEREAS, the Board of Alderman hereby determines that the terms of the Cooperation Agreement attached as **Appendix C** hereto and incorporated herein by this reference is acceptable and the execution, delivery and performance by the parties of their respective obligations under the Cooperation Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within the CID, as well as the City as a whole, will benefit from the establishment of the CID and the other transactions described herein.

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

SECTION ONE.

(a) A community improvement district, to be known as the “Cheshire Annex Community Improvement District” (hereinafter referred to as the “CID”), is hereby established pursuant to the CID Act on certain real property described below to contract with a private property owner to demolish, remove, renovate, reconstruct, rehabilitate, repair and/or equip the existing building within the CID, impose a sales and use tax and carry out other functions as set forth in the Petition, which is attached hereto as **Appendix A** and incorporated herein by this reference.

(b) The CID boundaries are set forth in the Petition and are generally described as follows: the real property located at 7022-7060 Clayton Avenue and the adjacent portion of Clayton Avenue, generally bounded on the north by the southern lot line of 7001 Clayton Avenue, on the east by the western lot line of 7002 Clayton Avenue, on the south by the northern line of that vacated portion of Oakland Avenue, and on the west by the western lot line of 7060 Clayton 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 to provide funds to accomplish any power, duty or purpose of the CID.

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 Section 108.170, RSMo. 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, known as the “Cheshire Annex Community Improvement District.”

(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 of St. Louis.

(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, 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.

SECTION SEVEN. The City of St. Louis hereby finds that the uses of the CID proceeds as provided for in the Petition will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the CID.

SECTION EIGHT. The property within the CID is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property was blighted under Sections 99.300 to 99.715, RSMo, pursuant to Ordinance No. 68875.

SECTION NINE. 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 TEN. 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 ELEVEN. Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the CID existing prior to the creation of the CID or transfer the burden of providing the services to the CID unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the CID and areas not so included.

SECTION TWELVE. The Register shall report in writing the creation of the Cheshire Annex Community Improvement District to the Missouri Department of Economic Development.

SECTION THIRTEEN. 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 of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the Petition. 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 below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

<u>Name</u>	<u>Term</u>
1. Cathy Raftery	2 years
2. Steve O'Loughlin	2 years
3. Joe Mooney	2 years
4. Craig Cobler	4 years
5. Robert O'Loughlin	4 years

SECTION FOURTEEN. The Board of Alderman hereby approves the TDD Project as submitted to the City.

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

SECTION SIXTEEN. The Board of Aldermen finds and determines that the TDD Project is necessary and desirable in order to increase the supply of available parking in the City.

SECTION SEVENTEEN. The Board of Alderman hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Transportation Project Agreement by and between the City and the TDD in similar form to that attached hereto as **Appendix B** and incorporated herein by this reference, and the City Register is hereby authorized and directed to attest to the Transportation Project Agreement and to affix the seal of the City thereto. The Transportation Project Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said 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 EIGHTEEN. The Board of Aldermen finds and determines that, in order to promote the general welfare, as described above, it is necessary and desirable to enter into the Cooperation Agreement, which, subject to annual appropriation, pledges certain tax revenues for reimbursement to the Company or an affiliate in order to benefit the Redevelopment Project.

SECTION NINETEEN. The Board of Alderman hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Cooperation Agreement attached hereto as **Appendix C**, and the City Register is hereby authorized and directed to attest to the Cooperation Agreement and to affix the seal of the City thereto. The Cooperation Agreement shall be in substantially the form attached, with changes therein as shall be approved by said Mayor and Comptroller as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION TWENTY. The Mayor and Comptroller of the City or his or her designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Alderman necessary to authorize such action by the Mayor or Comptroller or his or her designated representatives.

SECTION TWENTY ONE. The Mayor and Comptroller and his or her 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 Alderman necessary to authorize such changes by the Mayor or Comptroller or his or her designated representatives.

SECTION TWENTY TWO. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION TWENTY THREE. 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.

APPENDIX A

Petition to Establish the Cheshire Annex Community Improvement District
SEE ATTACHED

APPENDIX B

Form of Transportation Project Agreement
SEE ATTACHED

APPENDIX C

Form of Cooperation Agreement
SEE ATTACHED

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "Cooperation Agreement") is entered into as of the __ day of _____, 2011, by and between the City of St. Louis, Missouri (the "City"), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and ROL Capital II, LLC, a Missouri limited liability company, whose address is 111 Westport Plaza, Suite 500, St. Louis, MO 63146 (the "Company").

RECITALS

- A. Pursuant to Ordinance No. 68875 and Sections 99.300 through 99.715 of the Revised Statutes of Missouri, as amended (the "Act"), the City approved a Blighting Study and Plan for the 7022-60 Clayton Ave. Redevelopment Area (the "Plan") and approved redevelopment of 7022-7060 Clayton Avenue in the City of St. Louis, Missouri, including the redevelopment of 7022 and 7036 Clayton (the "Project Area"), which Project Area is being redeveloped into commercial uses (the "Redevelopment Project").
- B. The Redevelopment Project would not be able to be undertaken without assistance from the City, which would adversely impact the viability of the Redevelopment Project.
- C. The Redevelopment Project will alleviate the conditions that qualify the Project Area as a "blighted area", as defined in Section 99.320(3) of the Act.
- D. On _____, 2011, the City adopted Ordinance No. _____ (the "Authorizing Ordinance"), which authorized the City to enter into this Cooperation Agreement with the Company. The City is authorized to enter into this Cooperation Agreement pursuant to the provisions of Section 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, and the Charter of the City.
- E. This Cooperation Agreement promotes and protects the health, safety, morals, and welfare of the public through redevelopment of the Project Area in accordance with the Cooperation Agreement and that certain redevelopment agreement between the City and CI, LLC (the "Owner"), which redevelopment includes assistance in the physical, economic, and social development of the City, providing for a stabilized population and plan for the optimal growth of the City, encouragement of a sense of community identity, safety and civic pride, the elimination of impediments to land disposition and development in the City, creation of sustainable jobs in a targeted industry, and provision of additional tax revenue to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Definitions.** For the purposes of this Cooperation Agreement the following terms shall have the following meanings:
 - (a) "Base" means the lesser of the annual amount of Sales Tax Revenue paid by Tony's and Anthony's Bar to the City from its operations at 410 Market Street in either of the two (2) calendar years preceding the date of this Cooperation Agreement.
 - (b) "Project Costs" means the costs and expenses incurred by the Company or the Owner in connection with the redevelopment of the Project Area.

(c) “Reimbursement Period Commencement Date” means the first day of the month following the date on which a business opens in the Project Area.

(d) “Sales Tax Revenue” means (a) the general municipal sales tax levied pursuant to Ordinance No. 62884 or any successor thereto, (b) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (c) the transportation sales tax levied pursuant to Ordinance No. 56554, or any successor thereto, (d) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, (e) public safety sales tax levied pursuant to Ordinance No. 67774, or any successor thereto, (f) parks and recreation sales tax levied pursuant to Ordinance No. 67195, or any successor thereto, and (g) Restaurant Gross Receipts Tax, or any successor thereto, all generated from the Project Area.

(e) “Semi-Annual Calculation Period” means each six (6) month period during the Term commencing on January 1 and ending on June 30, and commencing on July 1 and ending on December 31.

(f) “Term” means the period beginning on the date of this Cooperation Agreement and ending on the date that is the earlier of (i) twenty (20) years from the Reimbursement Period Commencement Date or (ii) the Company being reimbursed an amount equal to the Project Costs.

2. Creation of Sales Tax Reimbursement Account. There is hereby established an account of the Company to be held by the City, designated and named the “Sales Tax Reimbursement Account – ROL Capital II, St. Louis Missouri” (the “Sales Tax Reimbursement Account”) into which there shall be deposited an amount equal to fifty percent (50%) of the Sales Tax Revenue in accordance with Section 3. The Sales Tax Reimbursement Account shall be under the custody and control of the City, subject however, to the provisions of this Cooperation Agreement and the Authorizing Ordinance.

3. Reimbursement to Company.

(a) The City agrees, subject to annual appropriation, to reimburse the Company an amount equal to fifty percent (50%) of the Sales Tax Revenue generated during the Term, in accordance with the terms and provisions of this Cooperation Agreement.

(b) Within sixty (60) days after the last day of each Semi-Annual Calculation Period during the Term, the City shall cause an amount equal to fifty percent (50%) of the Sales Tax Revenue to be deposited into the Sales Tax Reimbursement Account and disbursed to the Company. In the event that the amount of any disbursement is less than the amount stated to be due in the Periodic Calculation Certificate for the applicable Semi-Annual Calculation Period, the City shall provide with such disbursement an explanation of the discrepancy.

(c) Within sixty (60) days after the last day of the second Semi-Annual Calculation Period during the Term, the City shall calculate the difference between (i) fifty percent (50%) of the Sales Tax Revenue generated within the Project Area through the second Semi-Annual Calculation Period and (ii) the Base. Notwithstanding anything contained in this Cooperation Agreement to the contrary, if such calculation shows that fifty percent (50%) of the Sales Tax Revenue generated within the Project Area through the second Semi-Annual Calculation Period is less than the Base, the amount paid to the Company pursuant to Section 3(b) shall be reduced by such difference, and such difference shall be paid from the Sales Tax Reimbursement Account to the City.

4. Annual Appropriation.

(a) The City’s obligation to appropriate an amount equal to fifty percent (50%) of the Sales Tax Revenue for deposit into the Sales Tax Reimbursement Account and to appropriate the funds on deposit from time to time in the Sales Tax Reimbursement Account shall not be construed to be a debt of the City within the meaning of Article VI, Section 26(a) of the Missouri Constitution or any other applicable constitutional or statutory limitations, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. With regard to the obligation to pay an amount equal to fifty percent (50%) of the Sales Tax Revenue, the parties believe that this is a current expense of the City in each applicable fiscal year.

(b) During the Term, the City covenants and agrees that with respect to each fiscal year of the City, the Budget Director or other designated representative at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the City a request for an appropriation equal to fifty percent (50%) of the Sales Tax Revenue received in such fiscal year for deposit into the Sales Tax Reimbursement Account.

(c) The City is obligated only to make the payments set forth in this Cooperation Agreement as may lawfully be made from funds budgeted and appropriated or otherwise legally available to make the required payments during each respective fiscal year.

(d) The obligations of the City to make the payments hereunder constitute a current expense of the City, are from year to year and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the then current fiscal year of the City in which such appropriation has been made. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or money of the City.

(e) The City reasonably believes that legally available funds in an amount sufficient to fully repay the obligations undertaken herein can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.

5. Non-Appropriation. In the event that the City adopts a budget for a fiscal year, which budget does not include an appropriation equal to fifty percent (50%) of the Sales Tax Revenue to be received in such fiscal year for deposit into the Sales Tax Reimbursement Account, the same shall constitute an "Event of Non-appropriation." Should an Event of Non-appropriation occur, the City shall immediately notify in writing the following entities of the Event of Non-appropriation: (i) each nationally recognized municipal securities repository, and (ii) each nationally recognized rating agency which then maintains a rating on any of the City's bonds, notes or other securities. In the event that the City fails to give notice in accordance with the provisions of this section within thirty (30) days following the occurrence of an Event of Non-appropriation, then Company shall have the right, in addition to all other remedies available at law or in equity, to give such notice on the City's behalf.

6. Notice. Any notice, demand or other communication required by this Cooperation Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if sent by United States first class certified mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service that provides a receipt for delivery, addressed as follows:

If to Company: Craig Cobler
c/o Lodging Hospitality Management
111 Westport Plaza, Suite 500
St. Louis, Missouri 63146

with a copy to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attn: David M. Richardson

If to the City: City of St. Louis, Missouri
Office of the Mayor
1200 Market Street
Room 200 City Hall
St. Louis, MO 63103

With a copy to: City of St. Louis, Missouri
Office of the Comptroller
1200 Market Street
Room 212 City Hall
St. Louis, MO 63103

Either party shall have the right to change its respective address for notices by a written notice to that effect.

7. Choice of Law. This Cooperation Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

8. Entire Agreement; Amendment; Assignment. This Cooperation Agreement constitutes the entire agreement between the parties and there are no other agreements or representations other than those contained in this Cooperation Agreement. This Cooperation Agreement may not be amended, modified or waived orally, but only by a writing signed by the party against whom

enforcement of such amendment, modification or waiver is sought. Company may assign this Cooperation Agreement to Owner or an affiliate without the consent of the City.

9. Invalid Provisions. If any one or more of the provisions of this Cooperation Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by final non-appealable order of a court of competent jurisdiction, such provision shall be judicially modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Cooperation Agreement and all other applications of any such provision shall not be affected thereby; provided, however, that if, in the Company's sole judgment, the invalidity or unenforceability of such provision, or the terms of such provision as modified in accordance with this section, materially diminish the likelihood that the Company will be reimbursed fifty percent (50%) of the Sales Tax Revenue, the Company shall have the right to terminate this Cooperation Agreement and be relieved of any further obligations hereunder.

10. Binding Effect. This Cooperation Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

11. Counterparts. This Cooperation Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

12. Special Districts. The owner of the Project Area (the "Owner") anticipates creating a Transportation Development District ("TDD") and a Community Improvement District ("CID") over the Project Area and imposing one or more sales taxes through the TDD and the CID. In the event Owner demolishes the existing building within the Project Area rather than rehabilitating it, Company shall cause Owner, an affiliate, to use its best efforts to have the CID and TDD terminated, the sales taxes rescinded, and any obligations issued by the CID and TDD canceled.

13. Certification of Base. On or before December 31, 2011, the City shall deliver to the Company written certification stating the Base (with reasonable supporting documentation).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

CITY OF ST. LOUIS MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

Patricia A. Hageman, City Counselor

ROL Capital II, LLC

BY: _____

NAME: _____

TITLE: _____

CHESHIRE TRANSPORTATION DEVELOPMENT DISTRICT

TRANSPORTATION PROJECT AGREEMENT

THIS CHESHIRE TRANSPORTATION PROJECT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2011, by and between the CHESHIRE TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the "TDD"), and 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").

Recitals:

A. 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").

B. CI, LLC, a Missouri limited liability company, or an affiliate (the "Company"), is the owner of certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, together with certain improvements thereon, located in the City (the "Property").

C. The TDD shall acquire from the Company a leasehold interest in a portion of the Property, upon which the Company may design, develop, and construct a TDD Project (as hereinafter defined), may cause the design, development, and construction of a TDD Project, or which may be acquired for a TDD Project.

D. The City and the TDD desire to enter into this Agreement in order to: (i) acknowledge the general economic benefit and value to the community created by the TDD Project and to provide for public access within the TDD Project on the terms set forth herein; (ii) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act) regarding development and future maintenance of the TDD Project; and (iii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the TDD Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community and that the commitment to provide public access to the TDD Project does not constitute a specific economic benefit to the City or the TDD.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City 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.

Lease. That certain lease agreement entered into between the Company, as landlord, and the TDD, as tenant, for the TDD Project, as may be amended from time to time by the parties thereto.

Obligations. Obligations issued by the TDD or any other political subdivision to finance the TDD Project.

TDD Sublease. That certain sublease agreement entered into between the TDD, as Landlord, and the Company, as subtenant, as may be amended from time to time by the parties thereto.

TDD Project. The Transportation Project described in the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis.

TDD Sales Tax. The transportation development district sales tax that the TDD is authorized to impose pursuant to Section 238.235 of the TDD Act.

Term. The period commencing on the date of execution of the Lease and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the TDD Project's reasonably expected useful life, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full of all Obligations.

Section 2. Access to TDD Project. The TDD shall, and shall cause its agents and contractors to, comply with any and

all applicable laws in connection with its operation of the TDD Project. Prior to the Transfer (as hereinafter defined), the TDD shall retain all operational control of the TDD Project. After the Transfer, the City shall have all operational control of the TDD Project for the duration of the Lease term, subject to any existing encumbrances.

Section 3. Transfer of Ownership and Control. The City and the TDD agree to execute an Assignment of Lease Agreement in form mutually agreeable to the parties immediately upon maturity or termination of the Obligations, by which the TDD transfers to the City its interest in the Lease for the remaining term of the Lease (the "Transfer"). The TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment of Lease Agreement shall constitute the transfer of control and ownership of the Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD shall remain responsible for operation and maintenance of the Project even after such transfer, in accordance with Section 4 hereinafter.

Section 4. TDD Project Operation and Maintenance. Except as otherwise provided in the Lease, while the Obligations remain outstanding, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the TDD Project or any part thereof, including without limitation the payment of all expenses required for the operation of the TDD Project, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain the TDD Project in good condition, and provision of any repairs for any damage to the TDD Project (the "TDD Maintenance"). The TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations. Following the satisfaction in full of all Obligations, and during the remaining Term of this Agreement, the City shall be responsible for the TDD Maintenance.

Section 5. Indemnification and Release. To the extent permitted by law, the TDD agrees 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 acquisition of the TDD Project, including liability under any Environmental Laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management, and acquisition of the TDD Project. To the extent permitted by law, the City agrees to indemnify, defend, and hold the TDD and its employees, agents, 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, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 6. Miscellaneous.

6.1 Representations and Warranties of the TDD. The TDD hereby represents and warrants to the City 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.

6.2 Representations and Warranties of the City. The City hereby represents and warrants to the TDD 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.

6.3 Termination. In the event that the Ordinance authorizing the execution of this Agreement shall become ineffective, then this Agreement shall terminate.

6.4 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.

6.5 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Company in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, partner, agent, employee or representative of the Company shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the TDD and the City 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. It supercedes 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 the TDD and the City.

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

6.7 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 of them, 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.

6.8 Notices. Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others 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 TDD: Cheshire Transportation Development District
c/o Lodging Hospitality Management
111 Westport Plaza, Suite 500
St. Louis, Missouri 63146
Attention: Craig Cobler

With a copy to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson, Esq.

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: Patricia A. Hageman

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

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Cheshire Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

**CHESHIRE TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____

_____, Chairman

ATTEST:

By: _____, Secretary

IN WITNESS WHEREOF, the parties have caused this Cheshire Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

CITY OF ST. LOUIS, MISSOURI

By: Mayor

By: Comptroller

Attest:

Register

Approved as to form:

City Counselor

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

The Western 36 feet of Lot No. 4, all of Lots No. 5, 6, 7, 8 and the Eastern 10 feet of Lot 9 in Block 'E' of Hi-Pointe, according to the plat thereof recorded in Plat Book 11 page 30 of the Recorder's Office of St Louis County, Missouri and according to the plat recorded in Plat Book 20 page 6 of the Recorder's Office of the City of St. Louis, Missouri and in Block 5429-D of the City of St. Louis, Missouri and that portion of the alley 12 feet wide and former right of way of the St. Louis Public Service Company which adjoins said Lots on the South, being partly in Block No 5429-D of the City of St. Louis, Missouri and partly in the County of St. Louis, together fronting 206 feet 1/8 inch, more or less, on the South line of Clayton Avenue, by a depth Southwardly of 192 feet, more or less, to the South line of said former right of way of the St. Louis Public Service Company and having a width thereon of 206 feet, more or less; bounded East by a line parallel with and 10.57 feet West of the East line of Lot No 4 and its direct prolongation Southwardly and West by a line parallel with and 25 feet East of the West line of Lot 9 and its direct prolongation Southwardly. Provided, however, that only that portion of Parcel 1 located in the City of St. Louis, Missouri, shall be included in the Area.

Parcel 2:

A parcel of ground lying partly in Block 5429-D of the City of St. Louis and partly in the County of St. Louis, being comprised of the western part of Lot 1, all of Lots 2, 3, 4 and 5 in Block E of Hi-Pointe part of the former right of way of the St. Louis Public Service Company, 30 feet wide as established by instrument recorded in Book 3070 page 4 of the Recorder's Office of the City of St. Louis, adjoining said Block E of Hi-Pointe on the South, and that part of an alley 12 feet wide adjoining said Lots 2 to 5 on the South, which was vacated by Ordinance No 47165 and Ordinance No 52336 of the City of St. Louis, said parcel being described as follows: Beginning at the Northwest corner of said Lot 5, thence Eastwardly along the South line of Clayton Avenue 337.07 feet to a point distant 165.56 feet West of the Intersection of the South line of Clayton Avenue with the North line of said former right of way of the St. Louis Public Service Company, thence Southwardly along the West line of property now or formerly of Alice T. Herthel and its direct prolongation Southwardly 109.52 feet, more or less, to the South line of said former right of way of the St. Louis Public Service Company, being also the South line of Lot 3 of the Subdivision of the Gratiot League Square, thence Westwardly along the South line of said former right of way 320 feet, more or less, to a point, being the intersection of said South line of said

former right of way with the direct prolongation Southwardly of the West line of Lot 5 in Block E of Hi-Pointe, thence Northwardly along the prolongation Southwardly of the West line of said Lot 5 and along the West line of said Lot 5 a distance of 191 feet, more or less, to the point of beginning. EXCEPTING THEREFROM that part conveyed to Cheshire inn Motor Hotel, Inc. by Book 5435 page 464 of the St. Louis County Records.

Parcel 3:

Lot 1W of Huling's Re-subdivision of the Re-Subdivision of Lot 3 in Block "E" of Hi-Pointe, and in Block 5429-D of the City of St. Louis, according to the plat thereof recorded in Plat Book 62 page 1 of the City of St. Louis Records.

The Project Area shall also include that portion of Clayton Avenue which is adjacent to the above parcels, and as further depicted on the maps of the Project Area.

**PETITION TO ESTABLISH
CHESHIRE ANNEX COMMUNITY IMPROVEMENT DISTRICT
Petition to Establish a Community Improvement District
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended**

City of St. Louis, Missouri

2011

EXHIBITS

- EXHIBIT A DISTRICT LEGAL DESCRIPTION
- EXHIBIT B DISTRICT BOUNDARY MAP

PETITION TO ESTABLISH CHESHIRE ANNEX COMMUNITY IMPROVEMENT DISTRICT

This Petition ("Petition") to establish a Community Improvement District within a certain limited portion of the City of St. Louis, Missouri (the "City"), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

As set forth herein, the entity signing this Petition in accordance with the Act ("Petitioner") requests that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the "**Cheshire Annex Community Improvement District**" (the "District").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

2. PETITIONER

Based on the tax records of the City as of the date of filing this Petition, Petitioner:

- (a) collectively owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The primary purpose of the District is to provide a source of revenue to expend pursuant to a contract with a private property owner to demolish, remove, renovate, reconstruct, rehabilitate, repair and/or equip existing buildings or structures within the District to remediate the conditions that cause certain District Property to be a blighted area (the "Project"). Additionally, other purposes of the District are to:

- (a) Pledge its revenues to one or more notes or other obligations, which may be issued by the District or another public body (collectively, the "District Obligations"), secured by the tax revenues of the District ("CID Revenues"), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the "District Sales Tax"); and
- (e) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

B. Estimate of Costs of the Project

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately One Million Dollars and no/100 (\$1,000,000.00). CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

D. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2011

- Approval of ordinance establishing the District.
- Appointment of Board of Directors and approval of District Sales Tax.
- Project commences.
- Imposition and collection of District Sales Tax.

2012

- Issuance of District Obligations.
- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide support for the Project.
- Completion of the Project.

2013

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide ongoing support for the Project.

2014

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide ongoing support for the Project.

2015

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide ongoing support for the Project.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors ("Board") and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the "Directors" and each a "Director").

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and
- (d) be either an owner of District Property or its legally authorized representative ("Owner"), or an owner of a business or its legally authorized representative operating within the District("Operator").

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Two (2) Years
Second	Two (2) Years
Third	Four (4) Years
Fourth	Four (4) Years
Fifth	Two (2) Years

Upon expiration of the terms of the initial Directors, successive Directors shall be appointed from a

slate approved by the Directors and by the Mayor with the consent of the Board of Aldermen in accordance with the Act.

4. Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the Board of Aldermen according to a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent to the appointment; or
- (b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent to the appointment: or
- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the Board of Aldermen.

The Board shall select the slate as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

The District shall have no power to levy any special assessments upon District Property; as such, the maximum rate of special assessments within the District is zero.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Seven Hundred Thousand Four Hundred and 0/100 Dollars (\$700,400.00) according to the records of the City Assessor's Office.

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%).

9. BLIGHT DETERMINATION

This Petition seeks a determination that all of the District Property is a blighted area.

10. LIFE OF DISTRICT

The proposed length of time for the existence of the District is a maximum of forty (40) years following the effective date of the ordinance adopting and approving this Petition.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Register of the City (acting as the "city clerk" under the Act).

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued, to fund the Project or other purposes of the District as set forth in this Petition.

14. DISTRICT POWERS.

There shall be no limitations on the District's powers and the District shall have all powers granted under the Act.

Signature Page for Petition to Establish the Cheshire Annex Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish the Cheshire Annex Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner: CI, LLC, a Missouri limited liability company
Owner's Telephone Number: (314) 434-9500
Owner Mailing Address: 111 Westport Plaza, Suite 500, St. Louis, MO 63146

Name of Signer: Robert O'Loughlin

State basis of legal authority to sign: Manager of RKO GM, LLC, its Manager

Signer's Telephone Number: (314) 434-9500

Signer's Mailing Address 111 Westport Plaza, Suite 500, St. Louis, MO 63146

Entity Type:

The map, parcel identification number and assessed value of the properties owned:

1. **Address:** 7022 Clayton Avenue
Parcel Number: 54291201030
Assessed Value: \$34,300.00

2. **Address:** 7036 Clayton Avenue

Parcel Number: 54291200100
Assessed Value: \$629,600

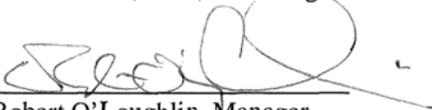
3. **Address:** 7060 Clayton Avenue
Parcel Number: 54291200400
Assessed Value: \$36,500.00

By executing this Petition, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Register.

CI, LLC, a Missouri limited liability company

By: RKO GM, LLC, its Manager

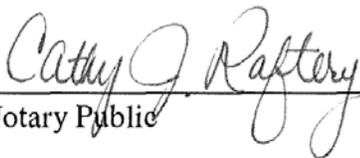
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

By: 
Robert O'Loughlin, Manager

Before me personally appeared Robert O'Loughlin, to me personally known to be the manager of RKO GM, LLC, the manager of CI, LLC, and who executed the foregoing instrument on behalf of RKO GM, LLC, as manager of CI, LLC.

WITNESS my hand and official seal this 10th day of January, 2011.

My Commission Expires:
3-29-2012


Notary Public

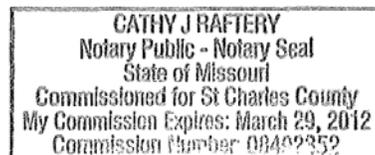


EXHIBIT "A"

DISTRICT LEGAL DESCRIPTION

CHESHIRE ANNEX COMMUNITY IMPROVEMENT DISTRICT

Parcel 1:

The Western 36 feet of Lot No. 4, all of Lots No. 5, 6, 7, 8 and the Eastern 10 feet of Lot 9 in Block "E" of Hi-Pointe, according to the plat thereof recorded in Plat Book 11 page 30 of the Recorder's Office of St Louis County, Missouri and according to the plat recorded in Plat Book 20 page 6 of the Recorder's Office of the City of St. Louis, Missouri and in Block 5429-D of the City of St. Louis, Missouri and that portion of the alley 12 feet wide and former right of way of the St. Louis Public Service Company which adjoins said Lots on the South, being partly in Block No 5429-D of the City of St. Louis, Missouri and partly in the County of St. Louis, together fronting 206 feet 1/8 inch, more or less, on the South line of Clayton Avenue, by a depth Southwardly of 192 feet, more or less, to the South line of said former right of way of the St. Louis Public Service Company and having a width thereon of 206 feet, more or less; bounded East by a line parallel with and 10.57 feet West of the East line of Lot No 4 and its direct prolongation Southwardly and West by a line parallel with and 25 feet East of the West line of Lot 9 and its direct prolongation Southwardly. Provided, however, that only that portion of Parcel 1 located in the City of St. Louis, Missouri, shall be included in the Area.

Parcel 2:

A parcel of ground lying partly in Block 5429-D of the City of St. Louis and partly in the County of St. Louis, being comprised of the western part of Lot 1, all of Lots 2, 3, 4 and 5 in Block E of Hi-Pointe part of the former right of way of the St. Louis Public Service Company, 30 feet wide as established by instrument recorded in Book 3070 page 4 of the Recorder's Office of the City of St. Louis, adjoining said Block E of Hi-Pointe on the South, and that part of an alley 12 feet wide adjoining said Lots 2 to 5 on the South, which was vacated by Ordinance No 47165 and Ordinance No 52336 of the City of St, Louis, said parcel being described as follows: Beginning at the Northwest corner of said Lot 5, thence Eastwardly along the South line of Clayton Avenue 337.07 feet to a point distant 165.56 feet West of the Intersection of the South line of Clayton Avenue with the North line of said former right of way of the St. Louis Public Service Company, thence Southwardly along the West line of property now or formerly of Alice T. Herthel and its direct prolongation Southwardly 109.52 feet, more or less, to the South line of said former right of way of the St. Louis Public Service Company, being also the South line of Lot 3 of the Subdivision of the Gratiot League Square, thence Westwardly along the South line of said former right of way 320 feet, more or less, to a point, being the intersection of said South line of said former right of way with the direct prolongation Southwardly of the West line of Lot 5 in Block E of Hi-Pointe, thence Northwardly along the prolongation Southwardly of the West line of said Lot 5 and along the West line of said Lot 5 a distance of 191 feet, more or less, to the point of beginning. EXCEPTING THEREFROM that part conveyed to Cheshire inn Motor Hotel, Inc. by Book 5435 page 464 of the St. Louis County Records.

Parcel 3:

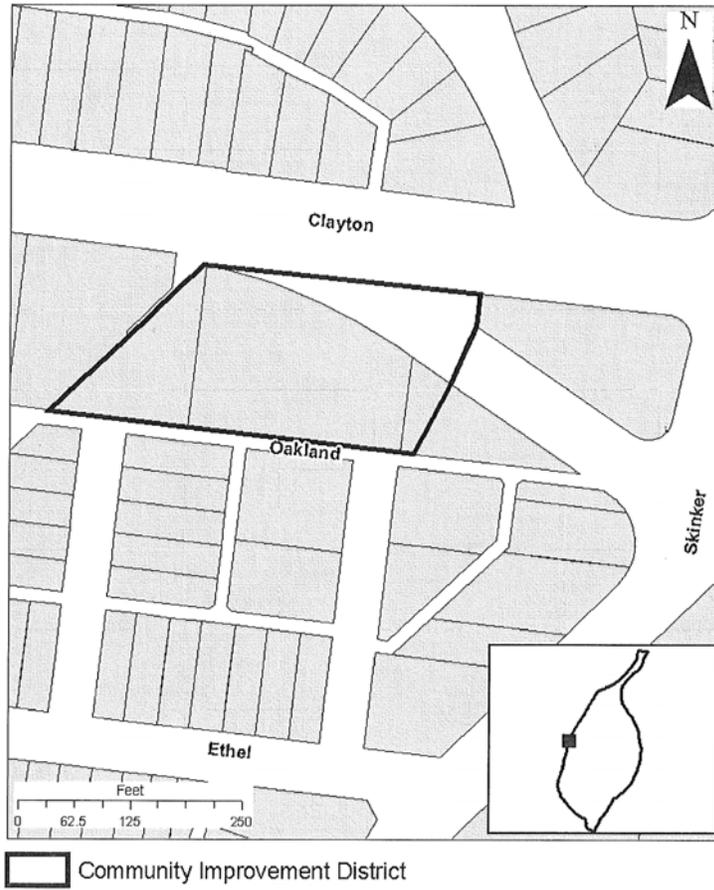
Lot 1W of Hulling's Re-subdivision of the Re-Subdivision of Lot 3 in Block "E" of Hi-Pointe, and in Block 5429-D of the City of St. Louis, according to the plat thereof recorded in Plat Book 62 page 1 of the City of St. Louis Records.

EXHIBIT "B"
DISTRICT BOUNDARY MAP

CHESHIRE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT "B"
DISTRICT BOUNDARY MAP

CHESHIRE COMMUNITY IMPROVEMENT DISTRICT



SLC-6250733-2

Approved: July 12, 2011