

**BOARD BILL NO. 230                      INTRODUCED BY ALDERMAN STEPHEN CONWAY**

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY TO EXECUTE A CONSENT TO ASSIGNMENT, AND AGREEMENT TO EXTENSION OF PROJECT COMPLETION DATE, OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. LOUIS, MISSOURI AND HALLMARK HOTELS, LLC; PRESCRIBING THE FORM AND DETAILS THEREOF; AUTHORIZING THE TAKING OF OTHER ACTIONS, APPROVAL AND EXECUTION OF OTHER DOCUMENTS NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT THEREOF; AND CONTAINING 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, Hallmark Hotels, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, (“Hallmark Hotels”), owned and operated a 440 room hotel on a leased site located within the boundaries of the City and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “Hotel Property”); and

WHEREAS, the Board of Aldermen (“Board of Aldermen”) of the City adopted, and the Mayor of the City approved, Ordinance No. 68700, which authorized and approved execution of a Development Agreement (the “Development Agreement”) between the City and Hallmark Hotels to facilitate the construction of a certain transportation improvement project (the “Project”, as defined in the Development Agreement) located on the Hotel Property, which Project is financed in part by the Crowne Plaza Transportation Development District (the “Crowne Plaza TDD”), a political subdivision of the State of Missouri created pursuant to the

Missouri Transportation Development District Act, Sections 238.200 *et. seq.* of the Revised Statutes of Missouri, as amended (the “TDD Act”) and;

WHEREAS, the Development Agreement was executed by the City and Hallmark Hotels, effective as of April 4, 2011; and

WHEREAS, Hallmark Hotels entered into that certain Agreement of Purchase and Sale for Crowne Plaza Downtown Hotel dated as of June 24, 2014 by and between Hallmark Hotels and 200 STL Holdings, LLC, a Delaware limited liability company (“Purchaser”), (the “Purchase Agreement”), pursuant to which Hallmark Hotels agreed to sell and Purchaser agreed to buy certain assets of Hallmark Hotels including, without limitation, the Crowne Plaza Downtown Hotel (the “Hotel”) located on the Hotel Property and within the boundaries of the Crowne Plaza TDD; and

WHEREAS, the closing date of the transaction contemplated by the Purchase Agreement was December 30, 2014; and

WHEREAS, in connection with the Purchase Agreement, and pursuant to that certain Assignment and Assumption Agreement Regarding Contracts between Hallmark Hotels and Purchaser dated as of December 30, 2014, Hallmark Hotels assigned all of its rights, title interests, duties and obligations in, to and under the Development Agreement to Purchaser, and Purchaser assumed all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, on and after December 30, 2014, the closing date of the transaction contemplated by the Purchase Agreement; and

WHEREAS, the Development Agreement provides for substantial completion of the Project contemplated therein not later than December 31, 2014, absent an event of force majeure as provided for in the Development Agreement; and

WHEREAS, the Project has been delayed by an event of force majeure as provided for in the Development Agreement, such that the Project was not substantially completed by December 31, 2014; and

WHEREAS, it is necessary and desirable and in the best interest of the City to (a) ratify and consent to the assignment by Hallmark Hotels to Purchaser of the Development Agreement, and (b) grant additional time to Purchaser for completion of the Project; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Consent to Assignment, and Agreement to Extension of Project Completion Date, of a Development Agreement between the City and Hallmark Hotels (the “Consent to Assignment and Extension Agreement”) attached as Exhibit B hereto and incorporated herein by reference are acceptable, and that an extension of time to Purchaser for completion of the Project are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TDD Act.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. LOUIS, MISSOURI AS FOLLOWS:

SECTION ONE. The Board of Aldermen hereby ratifies and consents to the assignment by Hallmark Hotels to Purchaser of all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, and to Purchaser’s assumption of all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement on and after December 30, 2014.

SECTION TWO. Pursuant to the terms of the Development Agreement, the City hereby grants to Purchaser and the Crowne Plaza TDD additional time to substantially complete the Project, up to and

including December 31, 2017, in accordance with the terms and conditions of the Development Agreement.

SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and Comptroller are hereby authorized and directed to execute, on behalf of the City, the Consent to Assignment and Extension Agreement, and the City Register is hereby authorized and directed to attest and to affix the seal of the City thereto. The Consent to Assignment and Extension Agreement shall be substantially in the form attached hereto as Exhibit B, with such changes therein as shall be approved by the officers of the City executing the same and as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION FOUR. The Mayor and Comptroller or their 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, desirable, convenient or proper in order to carry out the matters authorized herein. The Mayor and Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION FIVE. 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 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

January 9, 2015

Page 4 of 14

Board Bill No. 230 Sponsored by: Alderman Stephen Conway

determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall 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.

Clerk, Board of Aldermen President, Board of Aldermen

Approved: Date:

Mayor Francis G. Slay

**CITY OF ST. LOUIS BOARD BILL NO.**

**EXHIBIT A**

Legal Description of Hotel Property

A TRACT OF LAND IN BLOCK 6490 (FORMERLY PART OF BLOCKS 87 AND 88), OF THE CITY OF ST. LOUIS, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERN LINE OF FOURTH STREET, 80 FEET WIDE, WITH THE SOUTHERN LINE OF WASHINGTON AVENUE, IRREGULAR WIDTH: THENCE S 15° 14' W 148.67 FEET, S 18° 17' 30" W 38.56 FEET AND S 17° 53' 45" W 474.60 FEET ALONG THE EASTERN LINE OF SAID FOURTH STREET, TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING S 17° 53' 45" W 420.09 FEET ALONG THE EASTERN LINE OF SAID FOURTH STREET, TO THE NORTHERN LINE OF PINE STREET, 60 FEET WIDE; THENCE S 72° 09' 15" E 313.76 FEET ALONG THE NORTHERN LINE OF SAID PINE STREET, TO THE WESTERN LINE OF THIRD STREET MEMORIAL HIGHWAY / INTERSTATE I-70, IRREGULAR WIDTH; THENCE N 17° 05' 45" E 241.85 FEET ALONG THE WESTERN LINE OF SAID THIRD STREET MEMORIAL HIGHWAY; THENCE N 72° 06' 15" W 207.39 FEET; THENCE N 17° 53' 45" E 178.00 FEET; THENCE N 72° 06' 15" W 103.00 FEET, TO THE EASTERN LINE OF SAID FOURTH STREET AND THE POINT OF BEGINNING, AND CONTAINING 93,846 SQUARE FEET OR 2.1544 ACRES.

**CITY OF ST. LOUIS BOARD BILL NO.**

**EXHIBIT B**

Consent to Assignment,  
and Agreement to Extend Project Completion Date,  
of a  
Development Agreement  
Between  
The City of St. Louis, Missouri and Hallmark Hotels, LLC  
  
(Attached)

CONSENT TO ASSIGNMENT,  
AND AGREEMENT TO EXTENSION OF PROJECT COMPLETION DATE,  
of a  
DEVELOPMENT AGREEMENT  
between  
the CITY OF ST. LOUIS, MISSOURI and HALLMARK HOTELS, LLC

This **Consent to Assignment, and Agreement to Extension of Project Completion Date, of a Development Agreement between the City of St. Louis, Missouri and Hallmark Hotels, LLC** (this “Consent to Assignment and Extension Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by, between and among 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; **HALLMARK HOTELS, LLC** (“Hallmark Hotels”), a Missouri limited liability company; and **200 STL HOLDINGS, LLC** (“Purchaser”), a Delaware limited liability company.

WHEREAS, Hallmark Hotels owned and operated the Crowne Plaza Downtown Hotel (the “Hotel”) on a leased site located within the corporate boundaries of the City and within the boundaries of the Crowne Plaza Transportation Development District (the “District”), a political subdivision of the State of Missouri created pursuant to the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the “TDD Act”); and

WHEREAS, the City and Hallmark Hotels have heretofore entered into that certain Development Agreement dated as of April 4, 2011 (the “Development Agreement”) to facilitate the construction of a certain transportation improvement Project (as defined in the Development Agreement) at or near the Hotel; and

WHEREAS, Hallmark Hotels, as seller, and Purchaser, are parties to that certain Agreement of Purchase and Sale for Crowne Plaza Downtown Hotel dated as of June 24, 2014 (the “Purchase and Sale Agreement”), pursuant to which Hallmark Hotels agreed to sell and Purchaser agreed to buy certain assets of Hallmark Hotels including, without limitation, the Hotel; and

WHEREAS, the closing date of the transaction contemplated by the Purchase and Sale Agreement was December 30, 2014; and

WHEREAS, in connection with the Purchase and Sale Agreement, and pursuant to that certain Assignment and Assumption Agreement Regarding Contracts (the “Assignment and Assumption Agreement”) between Hallmark Hotels and Purchaser dated as of December 30, 2014, Hallmark Hotels assigned all of its rights, title, interests, duties and obligations in, to and under the Development Agreement to Purchaser, and Purchaser assumed all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, on and after December 30, 2014; and

January 9, 2015

Page 8 of 14

Board Bill No. 230 Sponsored by: Alderman Stephen Conway

WHEREAS, Section 1.2 of the Development Agreement provides for substantial completion of the transportation improvement Project contemplated therein not later than December 31, 2014, absent an event of force majeure as provided for in Section 3.6 of the Development Agreement; and

WHEREAS, the Project will not be substantially completed by December 31, 2014; and

WHEREAS, Section 1.2 of the Development Agreement further provides that in the event of delay caused by an event of force majeure, Hallmark Hotels and/or the District shall be granted additional time to complete the Project up to and including December 31, 2017; and

WHEREAS, the parties have determined that the Project has been delayed by an event of force majeure as provided for in Section 3.6 of the Development Agreement, and that it is therefore necessary and desirable for the City to grant additional time for completion of the Project; and

WHEREAS, the City has determined that it is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TDD Act, to (a) ratify and consent to the assignment by Hallmark Hotels to Purchaser of the Development Agreement, and (b) grant additional time to Purchaser for completion of the Project.

NOW, THEREFORE, in consideration of the above premises and the mutual obligations of the parties hereto, the parties hereby agree as follows:

1. Hallmark Hotels hereby acknowledges and confirms its assignment, pursuant to that certain Assignment and Assumption Agreement, of all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, effective as of December 30, 2014.
2. Purchaser hereby acknowledges and confirms its assumption, pursuant to that certain Assignment and Assumption Agreement, of all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, and Purchaser hereby covenants and agrees to pay, perform and discharge all terms, agreements, debts, duties and obligations to be paid, performed or discharged by Hallmark Hotels under the Development Agreement, effective as of December 30, 2014.
3. The City hereby ratifies and consents to the assignment, pursuant to that certain Assignment and Assumption Agreement, by Hallmark Hotels to Purchaser of all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, and Purchaser's assumption of all rights, title, interests, duties and obligations of Hallmark Hotels in, to and under the Development Agreement, effective as of December 30, 2014. The City hereby releases Hallmark Hotels from any claim, liability or responsibility for its duties and obligations under the Development Agreement asserted or arising on or after December 30, 2014.
4. Pursuant to Section 1.2 of the Development Agreement, the City hereby grants Purchaser and the District additional time to substantially complete the Project, up to and including December 31, 2017. Purchaser and/or the District shall cause substantial completion of the Project to occur as

expeditiously as reasonably possible, but not later than December 31, 2017, absent an event of force majeure as provided in Section 3.6 of the Development Agreement.

5. Except as otherwise provided herein, all other terms and conditions of the Development Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Consent to Assignment and Extension Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES FOLLOW ON SEPARATE PAGES]

“CITY”: CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Comptroller

(SEAL)

Attest:

\_\_\_\_\_  
City Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

STATE OF MISSOURI)

CITY OF ST. LOUIS )

On this \_\_\_ day of \_\_\_\_\_, 2015, 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 on 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

(SEAL)

My Commission expires:

STATE OF MISSOURI)

CITY OF ST. LOUIS )

On this \_\_\_ day of \_\_\_\_\_, 2015, 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 on 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

(SEAL)

My Commission expires:

January 9, 2015

Page 12 of 14

Board Bill No. 230 Sponsored by: Alderman Stephen Conway

“HALLMARK HOTELS”: HALLMARK HOTELS, LLC, a Missouri limited liability company

By: Interests Holding Company, a Missouri Corporation, its authorized member

By: \_\_\_\_\_  
Laurence A. Schiffer, President

STATE OF MISSOURI)

COUNTY OF ST. LOUIS )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared Laurence A. Schiffer, to me personally known, who, being by me duly sworn, did say that he is the President of INTERESTS HOLDING COMPANY, a Missouri corporation and authorized member of HALLMARK HOTELS, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company, 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 County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission expires:

“PURCHASER”: 200 STL HOLDINGS, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of 200 STL HOLDINGS, LLC, a Delaware limited liability company, and that he is authorized to sign the instrument on behalf of said company, 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 City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission expires: