

In re 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") (GHP and GTP are sometimes individually and collectively referred to herein as "Grantor")

**TRUSTEE'S SALE:** Default having been made in the payment of certain installments due under the Master Notes (consisting of the Series A Note, Series B Note, Series C Note, Series D Note, Series E Note, Series F Note, Series G Note, Series H Note, and Series I Note) described in and secured by a Deed of Trust and Security Agreement ("Deed of Trust") executed by Grantor dated December 1, 2000, and recorded December 14, 2000 in Book 1669 at Page 3528 in the office of the Recorder of Deeds for the City of St. Louis, State of Missouri, and whereas the legal holder of the Series A Note has exercised its option to declare all unpaid debt evidenced by said Master Notes immediately due and payable, Brian Krippner, the undersigned trustee (together with his successors and assigns, the "Trustee"), at the request of the Beneficiary under the Deed of Trust and the legal holder of the Series A Note, will on **February 2, 2009 between the hours of 9 o'clock a.m. and 5 o'clock p.m. (12 noon)**, at the East Front Door of the Court house, being the Civil Courts Building, 11th and Market Streets, in the City of St. Louis and State of Missouri, sell at public vendue to the highest bidder for cash, the following real estate described in said Deed of Trust and Security Agreement and situated in the City of St. Louis, State of Missouri, to-wit:

**PARCEL I**

A tract of land being a part of City Block 170, of the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the intersection of the East line of Ninth Street, 55.00 feet wide, and the North line of Washington Street, record 80.00 feet wide thence, with the said East line of Ninth Street, North 15 degrees 00 minutes 21 seconds East, a distance of 150.50 feet to the Northwest corner of the herein described tract of land; said point also being a Southwest corner of a tract of land described in a deed to St. Louis Municipal Finance Corporation in Deed

Book 1001M Page 1975 of the St. Louis City records; thence with the common line between the said St. Louis Municipal Finance Corporation tract and the herein described tract, South 75 degrees 06 minutes 20 seconds East, a distance of 50.18 feet and South 15 degrees 00 minutes 21 seconds West, a distance of 150.50 feet to a point on the aforementioned North line of Washington Street; thence, with the said North line of Washington Street, North 75 degrees 06 minutes 20 seconds West, a distance of 50.18 feet to the point of beginning.

**PARCEL II**

The perpetual appurtenant easements granted to Gateway Hotel Partners L.L.C., a limited liability company, by the Easement Agreement executed by and between Gateway Hotel Partners, L.L.C., a limited liability company, and St. Louis Municipal Finance Corporation, dated as of December 1, 2000 and recorded December 14, 2000 as Document No. 134 and in Book 1669 page 2786; the said Easement Area being more particularly described to-wit:

A tract of land in City Block 170 of the City of St. Louis, Missouri and more fully described as follows:

Commencing at the intersection of the North line of Washington Avenue, 80 feet wide, and the Eastern line of 9th Street 55 feet wide; thence along said North line of Washington Avenue South 75 degrees 06 minutes 20 seconds East 50.18 feet to the true point of beginning; thence along a line parallel to said East line of 9th Street North 15 degrees 00 minutes 21 seconds East 150.50 feet to a point; thence along a line parallel to said North line of Washington Avenue North 75 degrees 06 minutes 20 seconds West 50.18 feet to a point; thence along said East line of 9th Street North 15 degrees 00 minutes 21 seconds East 31.52 feet to a point; thence along a line parallel to said North line of Washington Avenue South 75 degrees 06 minutes 20 seconds East 36.48 feet to the P.C. of curve; thence Southeastwardly along a curve to the right having a radius of 46.0 feet, a delta angle of 90 degrees 06 minutes 41 seconds calculated (90 degrees record), a chord of 65.12 feet and bearing South 30 degrees 02 minutes 59 seconds East, and an arc distance of 72.35 feet (72.26 feet record) to the P.T. of the curve; thence along

a line parallel to said East line of 9th Street South 15 degrees 00 minutes 21 seconds West 87.74 feet to a point; thence South 60 degrees 00 minutes 21 seconds West 11.34 feet to a point; thence along a line parallel to said East line of 9th Street South 15 degrees 00 minutes 21 seconds West 40.18 feet (40.13 feet record) to a point; thence along said North line of Washington Avenue North 75 degrees 06 minutes 20 seconds West 24.37 feet (24.75 feet record) to the true point of beginning.

#### PARCEL III

Lot 1 of "Gateway East", a subdivision of Consolidated City Block 171, according to the plat thereof recorded in Plat Book 76 Page 2 and being more particularly described as:

Beginning at a cross found for the intersection of the East line of Ninth Street, 60 feet wide, and the North line of St. Charles Street 50 feet wide; said cross also being the Southwest corner of the herein described tract of land; thence, with the East line of said Ninth Street, North 15 degrees 02 minutes 17 seconds East a distance of 150.00 feet to the intersection with the South line of Washington Avenue 80 feet wide from which a found cross bears North 15 degrees 02 minutes 17 seconds East, a distance of 0.29 feet; thence, with the South line of Washington Avenue, South 75 degrees 06 minutes 20 seconds East a distance of 130.24 feet; thence departing aforesaid Washington Avenue, South 14 degrees 56 minutes 39 seconds West a distance of 75.18 feet; thence, North 74 degrees 51 minutes 19 seconds West a distance of 7.86 feet; thence South 14 degrees 56 minutes 06 seconds West a distance of 74.86 feet to the North line of said St. Charles Street, thence, with said North line, North 75 degrees 06 minutes 20 seconds West, a distance of 122.58 feet to the point of beginning.

#### PARCEL IV

A subsurface area of land for tunnel purposes situated between City Blocks 171 and 172 and beneath Ninth Street, 60 feet wide, with a top elevation of 51.50 feet and a bottom elevation of 36.50 feet (referenced to the St. Louis City Datum), in the City of St. Louis, Missouri, conditionally vacated by Ordinance No. 64909 of the City of St. Louis, approved on April 12, 2000, said tract being more particularly described as follows:

Beginning at the intersection of the North line of St. Charles Street, 50 feet wide, and the East line of Ninth Street, 60 feet wide; thence with the said East line of Ninth Street, North 15 degrees 02 minutes 17 seconds East, a distance of 50.00 feet to the point of beginning; thence departing said East line North 74 degrees 57 minutes 43 seconds West a distance of 60 feet to a point on the West line, thence South 74 degrees 57 minutes 43 seconds East a distance of 60.00 feet to a point on the East line of aforesaid Ninth Street; thence with said East line, South 15 degrees 02 minutes 17 seconds West, a distance of 67.00 feet to the point of beginning.

#### PARCEL V

Lot 1 of "Gateway West", a subdivision of Consolidated City Block 172, in City Block 172, according to the plat thereof recorded in Plat Book 76 Page 5 and being more particularly described as follows:

A tract of land being a part of Consolidated City Block 172 as recorded in Plat Book 76 Page 4 of the St. Louis City Records and being situated in the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the Southeast intersection of Washington Avenue 80 feet wide and Tenth Street 60 feet wide; thence with the South line of aforesaid Washington Avenue, South 75 degrees 06 minutes 20 seconds East a distance of 271.01 feet to the Southwest intersection of said Washington Avenue and Ninth Street 60 feet wide; thence with the West line of said Ninth Street, South 15 degrees 02 minutes 17 seconds West a distance of 150.00 feet; thence South 16 degrees 32 minutes 57 seconds West a distance of 24.23 feet; thence departing aforesaid Ninth Street, North 72 degrees 26 minutes 20 seconds West a distance of 270.83 feet to the East line of Tenth Street 60 feet wide, thence with East line of the said Tenth Street, North 16 degrees 14 minutes 34 seconds East a distance of 11.63 feet; thence North 15 degrees 01 minute 09 seconds East a distance of 150.00 feet to the point of beginning.

#### PARCEL VI

Lot 2 of "Gateway East", a subdivision of Consolidated City Block 171, according to the recorded plat thereof, recorded in Plat Book 76 page 2 and

being more particularly described as follows:

Commencing at a cross found for the intersection of the East line of Ninth Street, 60 feet wide, and the North line of St. Charles Street 50 feet wide; said cross also being the Southwest corner of the herein described tract of land; thence, with the East line of said Ninth Street, North 15 degrees 02 minutes 17 seconds East a distance of 150.00 feet to the intersection with the South line of Washington Avenue 80 feet wide from which a found cross bears North 15 degrees 02 minutes 17 seconds East, a distance of 0.29 feet; thence with the South line of Washington Avenue, South 75 degrees 06 minutes 20 seconds East, a distance of 130.24 feet; to the point of beginning, from which a found cross bears South 75 degrees 06 minutes 20 seconds East a distance of 0.05 feet; thence with the South line of Washington Avenue, South 75 degrees 06 minutes 20 seconds East a distance of 140.06 feet to the West line of Eighth Street 60 feet wide, thence, with the West line of said Eighth Street; thence, South 15 degrees 05 minutes 00 seconds West a distance of 150.00 feet to the Northwest intersection of said Eighth Street and St. Charles Street, 50 feet wide, a point from which a found cross bears a distance of 0.26 feet East; thence, with the North line of said St. Charles Street, North 75 degrees 06 minutes 20 seconds West, a distance of 147.60 to a point; thence, departing said St. Charles Street, North 14 degrees 56 minutes 06 seconds East a distance of 74.86 feet; thence, South 74 degrees 51 minutes 19 seconds East a distance of 7.86 feet; thence, North 14 degrees 56 minutes 39 seconds East a distance of 75.18 feet to the point of beginning.

#### PARCEL VII

Condominium Unit HG (in City Block 171) of the St. Louis Gateway Condominium, in the City of St. Louis, Missouri, all according to and more particularly described in the St. Louis Gateway Condominium Declaration and exhibits attached thereto and recorded on March 1, 2004 in Book 03012004, page 91 and as described in the Condominium Plat attached to and referred to in said Declaration, and recorded on March 1, 2004 in Plat Book 03012004, page 92, in the Office of the Recorder of Deeds of St. Louis City, Missouri.

#### PARCEL VIII

Condominium Unit NT (in City Block 171) and Condominium Units B and C (in City Block 172) of the St. Louis Gateway Condominium, in the City of St. Louis, Missouri, all according to and as more particularly described in the St. Louis Gateway Condominium Declaration and exhibits attached thereto and recorded on March 1, 2004 in Book 03012004 page 0091 and as described in the Condominium Plat attached to and referred to in said Declaration, and recorded March 1, 2004 in Book 03012004 page 0092, in the Office of the Recorder of Deeds of St. Louis City, Missouri (together with PARCELS I, II, III, IV, V, VI & VII, the "Real Property").

TOGETHER with all buildings, structures and other improvements of every kind and description now or hereafter erected or placed on said Real Property and all materials intended for construction, reconstruction, alteration and repair of the improvements now or hereafter erected or placed on said Real Property; and

TOGETHER with all and singular the tenements, hereditaments, easements, rights-of-way and appurtenances thereunto belonging or in any way now or hereafter appertaining; and

TOGETHER with all right, title and interest of Grantor, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues and alleys adjoining the said Real Property; and

TOGETHER with all rents, room rents, accounts, accounts receivable, receipts, issues and profits now due and which may hereafter arise from any food and beverage service facilities and from the use, licensing, leasing or letting of hotel rooms and suites, conference facilities, retail facilities, sports or health facilities, and any other sums received or receivable under any of the Leases or in connection with the operation of any business or enterprise (including, but not limited to, a hotel business) conducted on the Real Property, in whatever form (including, but not limited to, cash, checks and debit and credit card slips and payments), and all rights to receive the same; and

TOGETHER with any and all other, further and additional right, title or interest in or to said Real Property that at any time may be acquired by

Grantor; and

TOGETHER with, to the full extent of Grantor's interest therein, all fixtures, attachments, appliances, equipment, machinery and articles of personal property now or hereafter attached to, located at or used in connection with said Real Property or the buildings, structures or other improvements situated thereon, including but not limited to, all plumbing, lighting equipment and apparatus, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, stoves, gas and electric ranges, refrigerators, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds, heating, ventilation and air-conditioning equipment, laundry carts, fire prevention equipment, supplies and tools (collectively, the "FF&E"); and specifically including, to the full extent of Grantor's interest therein, any accounts or reserves established for the maintenance, repair or replacement of any of the FF&E; and

TOGETHER with any and all rights of Grantor in connection with the contracts and agreements assigned pursuant to the Master Assignments (as defined in the Master Indenture); and

TOGETHER with any and all insurance proceeds payable to Grantor in connection with any damage to said Real Property or any other property covered by the Deed of Trust, and any and all awards and other compensations arising from the exercise of the right of eminent domain, or any purchase in lieu thereof, over all or any part of said Real Property or the improvements thereon or any easement or appurtenances thereof, including any award for severance or consequential damages or for any change in the grade of streets; and

TOGETHER with any refunds payable to Grantor with respect to the Real Property and together with any refund or reimbursements payable with respect to bonds, escrow accounts or reimbursements payable in connection with the use, development and ownership of the Real Property; and

TOGETHER with all items of personal property (both tangible and intangible) included within or located on the Real Property, all equipment, inventory and general intangibles (as such terms are defined in the Uniform

Commercial Code).

Which FF&E and other personal property (collectively, the "Personal Property") will be sold by the Trustee, on behalf of the legal holder of the Series A Note, at the same time and place as the foregoing Trustee's sale as part of the same sale, said holder having elected under Section 400.9-604 R.S.Mo. to proceed as to both the Real Property and the Personal Property in accordance with its rights and remedies in respect to the Real Property, and bids will be taken at said sale to cover all of the foregoing Property as a whole;

all for the purpose of satisfying said indebtedness and the cost of executing said Trust.

Brian Krippner  
Trustee  
(314) 612-8480

10178487 City, Jan. 13, 2009