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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 11 P.

Prepared by:
And when recorded mail to:
Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 Seventeenth Street
Suite 1600
Denver, Colorado 80202
Attention: Aaron J. Hill, Esq.

MNT03036957

21-29-126-005

DEED OF TRUST AND LOAN MODIFICATION AGREEMENT

This DEED OF TRUST AND LOAN MODIFICATION AGREEMENT (this "Agreement"), dated as of November 30, 2007, is made by and between PLAZA AT JORDAN LANDING, LLC, a Delaware limited liability company ("Borrower"), and THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation ("Lender").

RECITALS

A. On or about September 8, 2004, Lender made a \$83,500,000.00 loan ("Original Loan") to Borrower.

B. The Original Loan is evidenced by a Promissory Note dated September 8, 2004, in the original principal amount of the Original Loan executed by Borrower for the benefit of Lender (the "Original Note"), and is secured by, among other things, a Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents (the "Original Deed of Trust") dated as of September 8, 2004, executed by Borrower for the benefit of Lender encumbering certain real property and improvements thereon commonly known as Jordan Landing Plaza, West Jordan, Utah and more particularly described in the Original Deed of Trust and in Exhibit A attached hereto (the "Property"). The Original Deed of Trust was recorded on September 9, 2004, at reception number 9168517 and Book 9035, Page 5979, of the Salt Lake County, Utah Recorder.

C. The Original Note, the Original Deed of Trust, and each other document executed by Borrower and evidencing or securing the Original Loan, are referred to herein, collectively, as the "Original Loan Documents."

D. Pursuant to an Amendment to Promissory Note (the "Note Amendment"; the loan evidenced by the Note as amended by the Note Amendment being referred to herein as the "Loan"), Borrower and Lender are modifying the repayment terms of the Original Loan (the "Modification").

E. In connection with the Modification, Borrower and Lender hereby desire to amend certain terms of the Original Deed of Trust and the other Original Loan Documents to

(i) secure the Original Note, as amended by the Note Amendment, (the "Note"), and (ii) reflect certain other agreements as hereinafter provided.

F. The Original Deed of Trust, as modified hereby, is referred to herein as the "Deed of Trust." The Original Loan Documents, as modified hereby and by the other modification documents of even date herewith, together with the Note Amendment and all other documents evidencing or executed in connection with the Modification, are referred to herein as the "Loan Documents."

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Modification of Original Deed of Trust.

(a) Sections 1.15, 1.16, and 1.19 of the Original Deed of Trust are hereby deleted in their entireties, and the following substituted therefor:

1.15 Lockbox Agreement: The Lockbox Deposit Service Agreement of even date with the Modification Agreement among Grantor, Beneficiary, and the "Depository Bank" referenced therein.

1.16 Note: Grantor's promissory note dated as of September 8, 2004, payable to the order of Beneficiary in the principal face amount of \$83,500,000.00, the last payment under which is due on October 1, 2014, or, if extended by Beneficiary pursuant to its terms, October 1, 2019, unless such due date is accelerated, together with all renewals, extensions and modifications of such promissory note, including the Note Amendment. All terms and provisions of the Note are incorporated by this reference in this Deed of Trust.

1.19 Pledge Agreement: The Pledge and Cash Collateral Agreement of even date with the Modification Agreement among Grantor, Beneficiary and the "Servicer" referenced therein."

(b) The following definitions are hereby added to the end of Article I of the Original Deed of Trust:

1.26 Modification Agreement: The Deed of Trust and Loan Modification Agreement dated as of November 30, 2007, executed by Grantor and Beneficiary.

1.27 Note Amendment: The Amendment to Promissory Note dated as of even date with the Modification Agreement executed by Grantor and Beneficiary.”

2. Modification of Other Loan Documents.

(a) All references to the term “Note” contained in the Original Loan Documents shall be deemed to refer to the Note as defined herein; all references to the term “Loan” contained in the Original Loan Documents shall be deemed to refer to the loan evidenced by the Note.

(b) All references to the term “Deed of Trust” contained in the Original Loan Documents shall be deemed to refer to the Original Deed of Trust, as modified hereby.

(c) All references contained in any of the Original Loan Documents to the term “Loan Documents” shall be deemed to refer to such term as defined herein.

3. Reaffirmation of Loan Documents.

(a) Borrower hereby re-makes each and every representation and warranty of Borrower to Lender contained in Article III of the Original Deed of Trust and Section 1 of the Environmental Indemnity Agreement (as defined in the Original Deed of Trust), each as modified hereby.

(b) As modified hereby, the terms and provisions of the Original Deed of Trust and the other Original Loan Documents are hereby ratified and confirmed, and shall be and remain in full force and effect, enforceable in accordance with their terms.

4. Grant of Lien and Security Interest.

(a) Borrower hereby acknowledges and confirms that the Original Deed of Trust, as modified hereby, constitutes a first priority security conveyance of and first lien on the Property, subject only to the Permitted Exceptions set forth therein.

(b) As security for the Secured Obligations (as defined in the Original Deed of Trust, as modified hereby), Borrower hereby (a) grants, bargains, sells, warrants and conveys the Property to Trustee, IN TRUST, WITH POWER OF SALE for the benefit and security of Lender, subject to all provisions hereof, and (b) grants to Lender a security interest in the Property and the Chattels and Intangible Personalty (as defined in the Deed of Trust), each on the terms and conditions set forth in the Deed of Trust.

5. Anti-Terrorism. Borrower represents, warrants and covenants to Lender that:

(a) None of Borrower, Guarantor or any of their respective constituents or affiliates is in violation of any laws relating to terrorism or money laundering, including without limitation, Executive Order No. 13224 on Terrorist Financing, effective

September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (as the same has been, or may hereafter be, renewed, extended, amended or replaced, the "Executive Order") and the Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, as the same has been, or may hereafter be, renewed, extended, amended or replaced, the "Patriot Act"). As used herein, "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including the Executive Order, the Patriot Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing laws may from time to time be renewed, extended, amended, or replaced).

(b) None of Borrower, Guarantor, their respective constituents or affiliates, any person having a beneficial interest in Borrower or Guarantor, any person for whom Borrower or Guarantor is acting as agent or nominee, any of their respective brokers or other agents acting in any capacity in connection with the Loan or, to Borrower's knowledge as of the date hereof, Borrower's predecessor in interest to the Property is a "Prohibited Person," which is defined as follows:

(i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a person or entity with whom Lender or any bank or other institutional lender is prohibited from dealing or otherwise engaging in any Anti-Terrorism Law;

(iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(v) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official Website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement Website or other replacement official publication of such list; and

(vi) a person or entity who is affiliated with a person or entity listed above.

(c) None of Borrower, Guarantor, any of their respective affiliates or constituents, any of their respective brokers or other agents acting in any capacity in connection with the Loan or, to Borrower's knowledge as of the date hereof, the seller of the Property (if any portion of the Property is being acquired with proceeds of the Loan), does or shall (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any

Prohibited Person or leasing any portion of the Property to any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(d) Borrower shall promptly deliver to Lender any certification or other evidence reasonably requested from time to time by Lender confirming Borrower's compliance with this Section. The representations, warranties and covenants set forth in this Section shall be deemed repeated and reaffirmed by Borrower as of each date that Borrower makes a payment to Lender under the Note, this Agreement and the other Loan Documents or receives any payment from Lender. Borrower shall promptly notify Lender in writing should Borrower become aware of any change in the information set forth in these representations, warranties and covenants.

6. Miscellaneous.

(a) This Agreement may be executed in several counterparts, and executed counterparts bearing signatures of Borrower and Lender shall constitute a fully-executed original of this Agreement.

(b) This Agreement shall be governed by the laws of the State of Utah, without giving effect to its principles of conflicts of laws.

(c) The parties hereby agree to execute any and all additional documents that may reasonably be required in order to evidence, secure or carry out the agreements and undertakings set forth in this Agreement.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

(e) EACH PARTY TO THIS AGREEMENT KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, ANY ORIGINAL LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT OR ORIGINAL LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE TRANSACTIONS EVIDENCED BY THIS AGREEMENT.

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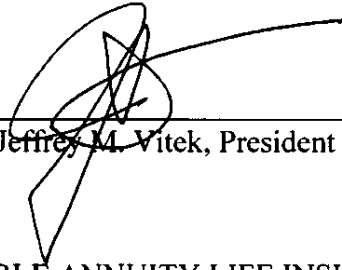
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BORROWER:

PLAZA AT JORDAN LANDING, LLC, a
Delaware limited liability company

By: JL Project, LLC, a Utah limited liability
company, its member

By: Foursquare Properties, Inc., a California
corporation, its manager

By: 

Jeffrey M. Vitek, President

LENDER:

THE VARIABLE ANNUITY LIFE INSURANCE
COMPANY, a Texas corporation

By: AIG Global Investment Corp., a New Jersey
corporation, its Investment Adviser

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On 11/28/07 before me, Rachel Miller a Notary

Public, personally appeared Jeffrey M. Vitek personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Rachel Miller
Signature of Notary Public



Residing at: Carlsbad, CA 92008

My Commission Expires: 11/18/2008

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BORROWER:

PLAZA AT JORDAN LANDING, LLC, a Delaware limited liability company

By: JL Project, LLC, a Utah limited liability company, its member

By: Foursquare Properties, Inc., a California corporation, its manager

By: _____
Jeffrey M. Vitek, President

LENDER:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation

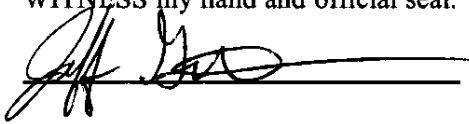
By: AIG Global Investment Corp., a New Jersey corporation, its Investment Adviser

By: _____
Name: **Keith C. Honig**
Title: **Managing Director**

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On November 29, 2007, before me, JEFFREY GREATHOUSE, personally appeared KEITH HOWIE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

EXHIBIT A

Order Number: 03036957

PARCEL 1:

Beginning at a point North 07 deg. 46'07" East 167.24 feet from the center quarter corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 82 deg. 13'00" West 503.74 feet; thence North 07 deg. 47'00" East 100.00 feet; thence North 82 deg. 13'00" West 134.67 feet to the West boundary line of Lot 38, JORDAN LANDING PLAZA SUBDIVISION; thence North 82 deg. 13'00" West 32.00 feet to the center of Plaza Center Drive, a private roadway; thence South 07 deg. 46'07" West 286.46 feet to the Northerly boundary of AMENDMENT TO JORDAN LANDING II FINAL PLAT SUBDIVISION; thence along the North boundary line of said subdivision the following (10) ten courses: (1) South 07 deg. 46'07" West 4.00 feet to a point of curvature, (2) along the arc of a 500.00 foot radius curve to the right through a central angle of 01 deg. 55'16" a distance of 16.77 feet, (3) North 82 deg. 13'59" West 117.54 feet to a point of curvature, (4) along the arc of a 300.00 foot radius curve to the right through a central angle of 12 deg. 43'49" a distance of 66.66 feet to a point of tangency, (5) North 69 deg. 30'10" West 26.01 feet to a point of curvature, (6) along the arc of a 330.00 foot radius curve to the left through a central angle of 24 deg. 40'13" a distance of 142.09 feet to a point of reverse curvature (7) along the arc of a 496.00 foot radius curve to the right through a central angle of 27 deg. 47'39" a distance of 240.61 feet to a point of compound curvature, (8) along the arc of a 100.00 foot radius curve to the right through a central angle of 20 deg. 12'17" a distance of 35.26 feet to a point of reverse curvature, (9) along the arc of a 78.00 foot radius curve to the left through a central angle of 38 deg. 29'29" a distance of 52.40 feet to the point of tangency; (10) North 84 deg. 39'56" West 56.25 feet to the Northwest corner of said AMENDMENT TO JORDAN LANDING II PLAT SUBDIVISION; thence South 24 deg. 57'09" West 16.04 feet; thence North 82 deg. 25'51" West 59.74 feet to the Eastern boundary line of Jordan Landing Boulevard; thence along said Eastern boundary line the following (6) six courses: (1) North 24 deg. 56'01" East 13.221 feet to a point of curvature, (2) along the arc of a 1103.000 foot radius curve to the left through a central angle of 24 deg. 58'42" a distance of 480.857 feet to a point of tangency, (3) North 00 deg. 02'41" West 538.910 feet to a point of curvature, (4) along the arc of a 1377.000 foot radius curve to the right through a central angle of 97 deg. 42'50" a distance of 2348.376 feet to a point of tangency, (5) South 82 deg. 19'51" East 124.580 feet, (6) South 47 deg. 30'59" East 5.230 feet to the quarter section line; thence along said quarter section line South 07 deg. 46'07" West 2410.90 feet to the point of beginning.

Continued on next page

Continuation of Exhibit A
Order Number: 03036957

NOTE: The bearings shown herein represent a rotation of 07 deg. 31'15" clockwise from the Salt Lake County Area Reference Plat information and are based upon an Airport Grid System at Municipal Airport No. 2 in which the centerline of the runway is grid North.

PARCEL 1A:

SUBJECT TO AND TOGETHER WITH all rights, including, but not limited to, ingress, egress and parking as granted within the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements recorded January 5, 1999, as Entry No. 7211796, in Book 8220, at Page 0652, of Official Records.

PARCEL 1B:

SUBJECT TO AND TOGETHER WITH all rights, including, but not limited to, ingress, egress and parking as granted within the Reciprocal Easement Agreement, recorded June 21, 2000, as Entry No. 7664912, in Book 8370, at Page 119, and re-recorded November 29, 2000, as Entry No. 7769818, in Book 8404, at Page 4031 of Official Records.