  
20121217000480670 1/10 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/17/2012 01:16:29 PM FILED/CERT

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Julie A. Markum, Esq.  
Weil, Gotshal & Manges LLP  
1395 Brickell Avenue, Suite 1200  
Miami, Florida 33131

AMENDMENT TO MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND  
LEASES AND SECURITY AGREEMENT (AND FIXTURE FILING)

between

DRA/CLP RIVERCHASE CENTER BIRMINGHAM LLC, as mortgagor

and

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF MERRILL LYNCH MORTGAGE TRUST 2007-C1, COMMERCIAL  
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1, as mortgagee

Dated: As of December 14, 2012  
Location: Birmingham, County of Shelby, State of Alabama

**THIS INSTRUMENT IS ALSO A FINANCING STATEMENT AMENDMENT  
FILED AS A FIXTURE FILING AMENDMENT, PURSUANT TO THE CODE OF  
ALABAMA SECTION 7-9A-502(b), AND IS ALSO TO BE INDEXED IN THE  
INDEX OF FINANCING STATEMENTS UNDER THE NAMES OF  
MORTGAGOR, AS DEBTOR AND MORTGAGEE, AS SECURED PARTY**

AMENDMENT TO MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND  
LEASES AND SECURITY AGREEMENT (AND FIXTURE FILING)

THIS AMENDMENT TO MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (AND FIXTURE FILING) (this "Amendment"), is made as of December 14, 2012 by and between DRA/CLP RIVERCHASE CENTER BIRMINGHAM LLC, a Delaware limited liability company, having an address at c/o DRA Advisors LLC, 220 East 42nd Street, 27th Floor, New York, New York 10017 ("Mortgagor" and "Borrower") and U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MERRILL LYNCH MORTGAGE TRUST 2007-C1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1, in its capacity as Lead Lender (as defined in that certain Co-Lender Agreement dated as of August 16, 2007, by Wells Fargo Bank, National Association (as the initial holder of the Note A1, Note A2 and Note A3, as defined therein) (the "Co-Lender Agreement")) on its own behalf and on behalf of the Non-Lead Note A Lenders (as defined in the Co-Lender Agreement), having an address at c/o Wells Fargo Commercial Mortgage Servicing, 1901 Harrison Street, Oakland, CA 94612 ("Mortgagee" and "Lender").

R E C I T A L S:

A. Pursuant to that certain Loan Agreement dated as of June 13, 2007 (the "Original Loan Agreement") by and among Borrower, certain other borrowers specified therein (the "Other Borrowers"), and Wells Fargo Bank, National Association ("Original Lender"), Original Lender made a loan to Borrower and the Other Borrowers in the amount of \$741,907,256 (the "Loan").

B. The Loan is evidenced by that certain (i) Promissory Note A-1 dated as of June 13, 2007 in the stated principal amount of \$247,302,418.67 payable to the order of Original Lender (as amended, restated, supplemented or otherwise modified from time to time, the "A-1 Note"), (ii) Promissory Note A-2 dated as of June 13, 2007 in the stated principal amount of \$247,302,418.67 payable to the order of Original Lender (as amended, restated, supplemented or otherwise modified from time to time, the "A-2 Note"), and (iii) Promissory Note A-3 dated as of June 13, 2007 in the stated principal amount of \$247,302,418.66 payable to the order of Original Lender (as amended, restated, supplemented or otherwise modified from time to time, the "A-3 Note" and, together with the A-1 Note and the A-2 Note, the "Note"). Prior to the date hereof, (a) Original Lender's interest in the A-1 Note was assigned to Lender pursuant to an allonge attached thereto, (b) Original Lender's interest in the A-2 Note was assigned to U.S. Bank National Association, as Trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR17 ("A-2 Noteholder") pursuant to an allonge attached thereto. (c) Original Lender's interest in the A-3 Note was assigned to U.S. Bank National Association, as Trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR18 ("A-3 Noteholder") pursuant to an allonge attached thereto, and (d) Original Lender's interest in the Original Loan Agreement and the other agreements, instruments and



documents (other than the A-2 Note and A-3 Note) heretofore executed by Borrower, Other Borrowers and/or any guarantor of the Loan that evidence, secure or otherwise pertain to the Loan, were assigned by Original Lender to Lender, in its capacity as Lead Lender, pursuant to that certain Assignment dated as of August 16, 2007 from Original Lender to Lender and that certain Corrected Assignment dated as of the date hereof and effective as of August 16, 2007 from Original Lender to Lender.

C. The Note is secured in part by that certain Mortgage and Absolute Assignment of Rents and Leases And Security Agreement (And Fixture Filing) dated as of June 13, 2007 from Borrower in favor of Mortgage Electronic Registration Systems, Inc. ("MERS") and recorded on June 25, 2007 in the Probate Office of Shelby County, Alabama as Instrument No. 20070625000296630, as assigned by MERS to Lender pursuant to that certain Assignment of Mortgage and Absolute Assignment of Rents and Leases And Security Agreement (And Fixture Filing) dated as of the date hereof and recorded in the Probate Office of Shelby County, Alabama simultaneously herewith (collectively, the "Security Instrument"), with respect to the Property described therein.

D. On the date hereof, the Original Loan Agreement is being amended pursuant to that certain First Omnibus Amendment to and Reaffirmation of Loan Documents dated as of the date hereof by and between Borrower, the Other Borrowers, and Lender (the "First Amendment to Loan Documents"). The Note, Original Loan Agreement, Security Instrument, First Amendment to Loan Documents, and all other agreements, instruments and documents evidencing, securing or otherwise pertaining to the Loan heretofore, now or hereafter executed by Borrower, Other Borrowers and/or any guarantor are collectively referred to herein as the "Loan Documents".

E. Borrower and Lender desire to modify and amend the Security Instrument in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are true, correct and complete in all respects.

2. Defined Terms. All capitalized terms contained herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Instrument.

3. Amendment to Security Instrument.

(a) All references in the Security Instrument to: (a) the "Security Instrument" shall mean such Security Instrument, as amended by this Amendment, and (b) the "Loan Agreement" shall mean the Original Loan Agreement, as amended by the First Amendment to Loan Documents and as further amended, restated, supplemented or otherwise modified from time to time.



(b) The reference to "County: Jefferson" on the cover page of the Security Instrument is hereby deleted in its entirety and replaced with "County: Shelby".

(c) Section 1.1(n) of the Security Instrument is hereby amended by deleting such Section in its entirety and substituting the following therefor:

"(n) Accounts. All accounts, Account Collateral, reserves, escrows and deposit accounts maintained by Borrower with respect to the Property including, without limitation, the Operating Account and the Master Account, and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");"

(d) Section 1.4 of the Security Instrument is hereby amended by deleting such Section in its entirety and substituting the following therefor:

"Section 1.4 PLEDGE OF MONIES HELD. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender, including, without limitation, any sums deposited in the Accounts, Net Sales Proceeds, Net Refinancing Proceeds, Net Proceeds, and Awards, as additional security for the Obligations until expended or applied as provided in the Loan Agreement or this Security Instrument."

(e) Section 6.3(a) of the Security Instrument is hereby amended by deleting the last sentence of such subsection in its entirety.

(f) Section 6.3(b) of the Security Instrument is hereby amended by deleting the last sentence of such subsection in its entirety.

(g) Section 16.7 of the Security Instrument is hereby amended by deleting such Section in its entirety and substituting the phrase "Intentionally Omitted" therefor.

(h) Section 19.3 of the Security Instrument is hereby amended by deleting such Section in its entirety and substituting the following therefor:

"Section 19.3 Foreclosure and Power of Sale. Without in any way limiting any of the other rights and remedies of Lender pursuant to this Security Instrument, the Loan Agreement or any of the other Loan Documents, if an Event of Default shall have occurred and be continuing, Lender shall be authorized to exercise the power of sale granted by this Security Instrument and sell the Property, as a whole or in parcels, in front of the courthouse door of the county in which said Property is located, at public outcry, to the highest and best bidder for cash, after having first given notice of the time, place and terms of such sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper



of general circulation published in said county, in order to pay the Debt (including, without limitation, and accrued interest). Lender may bid and purchase at such sale. The aforesaid power of sale is granted in addition to the other remedies provided by law for collection of the Debt and shall not be exhausted by one exercise thereof but may be exercised until Lender has received full payment of the Debt. If at the time of the sale Lender shall deem it best for any reason to postpone or continue said sale for one or more days, Lender may do so, in which event notice of such postponement or continuance shall be made in such manner as the Lender may deem sufficient under the laws of the State of Alabama. At any such public sale, Lender may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple with full warranty and, to this end, Borrower hereby constitutes and appoints Lender as the agent and attorney-in-fact of Borrower to make such sale and conveyance, and thereby to divest Borrower of all right, title or equity that Borrower may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales. Said appointment is coupled with an interest and shall be irrevocable. Any recitals contained in the conveyance as to the happening of any Event of Default shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with and said recitals shall be conclusive against Borrower. Upon any public sale pursuant to the aforementioned power of sale and agency, the proceeds of said sale shall be applied as provided by law. In the event that such proceeds are insufficient to pay all costs and expenses of sale, Lender may advance such sums as it in its sole and absolute discretion shall determine for the purpose of paying all or any part of such costs and expenses, and all such sums shall be a part of the Debt, payable on demand with interest at the Default Rate. Borrower shall remain liable for any deficiency resulting if the proceeds of sale are inadequate to repay the Debt.”

(i) All references in the Security Instrument to the defined term “MERS” shall be deemed to refer to Lender (as defined herein).

(j) All references in the Security Instrument to Wells Fargo Bank, National Association, as lender, shall be deemed to refer to Lender (as defined herein).

4. Security. This Amendment is hereby made a part of, and is incorporated by reference in the Security Instrument. The Security Instrument, as amended by this Amendment, shall be deemed to be one and the same instrument. Except as expressly amended by this Amendment, the terms and provisions of the Security Instrument are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects. It is hereby agreed that the Security Instrument, as amended by this Amendment, shall continue to secure and enforce, among other things, the payment and performance obligations under the Loan Documents.



5. Confirmation and Ratification. Borrower acknowledges and agrees that (i) the Security Instrument, as amended by this Amendment, constitutes a valid first lien upon the Property, for the benefit of Lender and (ii) the Note evidences an aggregate principal indebtedness of \$741,907,256 and is secured by, among other things, the Security Instrument, as amended by this Amendment. The Property is and shall remain subject to and encumbered by the lien, charge and encumbrance of the Security Instrument, and nothing contained herein shall affect or be construed to affect the lien or encumbrance of the Security Instrument or the priority thereof over other liens or encumbrances.

6. No Waiver. Borrower acknowledges and agrees that the execution of this Amendment is not intended nor shall it be construed as (a) an actual or implied waiver of any default under the Note or any other Loan Documents, as amended by the First Amendment to Loan Documents, or (b) an actual or implied waiver of any condition or obligation imposed upon Borrower or Other Borrowers pursuant to the Note or any other Loan Document, as amended by the First Amendment to Loan Documents.

7. Future Modifications. The Security Instrument, as amended by this Amendment, may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

8. Severability. No final determination by any court or governmental authority that any provision of this Amendment is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other provision hereof, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

9. **GOVERNING LAW.** THIS AMENDMENT, THE SECURITY INSTRUMENT, AS AMENDED HEREBY, AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA.

10. Intentionally Omitted.

11. Binding Upon Successors and Assigns. This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns subject to the terms and conditions of the Loan Documents.

12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one agreement. It shall not be necessary for the same counterpart to be signed by all



parties in order for this instrument to be fully binding upon any party signing at least one counterpart.

13. Execution by Parties. Each person executing this Amendment in a representative capacity acknowledges, warrants and represents that he or she is an official representative of the firm or corporation in whose name he or she is executing this Amendment and that he or she possesses full and complete authority to bind said firm or corporation to the full and faithful performance of all conditions, terms, provisions, covenants, warranties and representations as contained in this Amendment.


14. Further Assurances. Borrower agrees that at any time, and from time to time, after the execution and delivery of this Amendment, it will, upon the request of Lender, execute and deliver such further documents and do such further acts and things as Lender may reasonably request in order to more fully effectuate the purposes of this Amendment or the First Amendment to Loan Documents.

15. Headings. The headings of the Sections of this Amendment are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.

16. **WAIVER OF JURY TRIAL.** EACH BORROWER AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE NOTE, THE LOAN AGREEMENT, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OR RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER AND EACH BORROWER ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ANY BORROWER AND LENDER.

17. Exculpation. The provisions of Section 9.4 of the Original Loan Agreement are hereby incorporated by reference into this Amendment to the same extent and with the same force as if fully set forth herein.

*[Signatures appear on following pages]*

  
20121217000480670 7/10 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/17/2012 01:16:29 PM FILED/CERT

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first hereinabove written.

LENDER:

WITNESSES:

Elizabeth Dreyfuss  
Print Name: Elizabeth Dreyfuss


Trevor Lyon  
Print Name: Trevor Lyon

U.S. Bank National Association, as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2007-C1, Commercial Mortgage Pass-Through Certificates, Series 2007-C-1, in its capacity as Lead Lender (as defined in that certain Co-Lender Agreement dated as of August 16, 2007, by Wells Fargo Bank, National Association (as the initial holder of the Note A1, Note A2 and Note A3, as defined therein) (the "Co-Lender Agreement")) on its own behalf and on behalf of the Non-Lead Note A Lenders (as defined in the Co-Lender Agreement)

By: C-III Asset Management LLC (f/k/a Centerline Servicing LLC), a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated as of August 1, 2007

By: H. Stewart Carrico II  
Name: H. Stewart Carrico II  
Title: Servicing Officer

[Acknowledgement on Following Page]

  
20121217000480670 8/10 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/17/2012 01:16:29 PM FILED/CERT



STATE OF Texas )  
 ) ss.  
COUNTY OF Dallas )

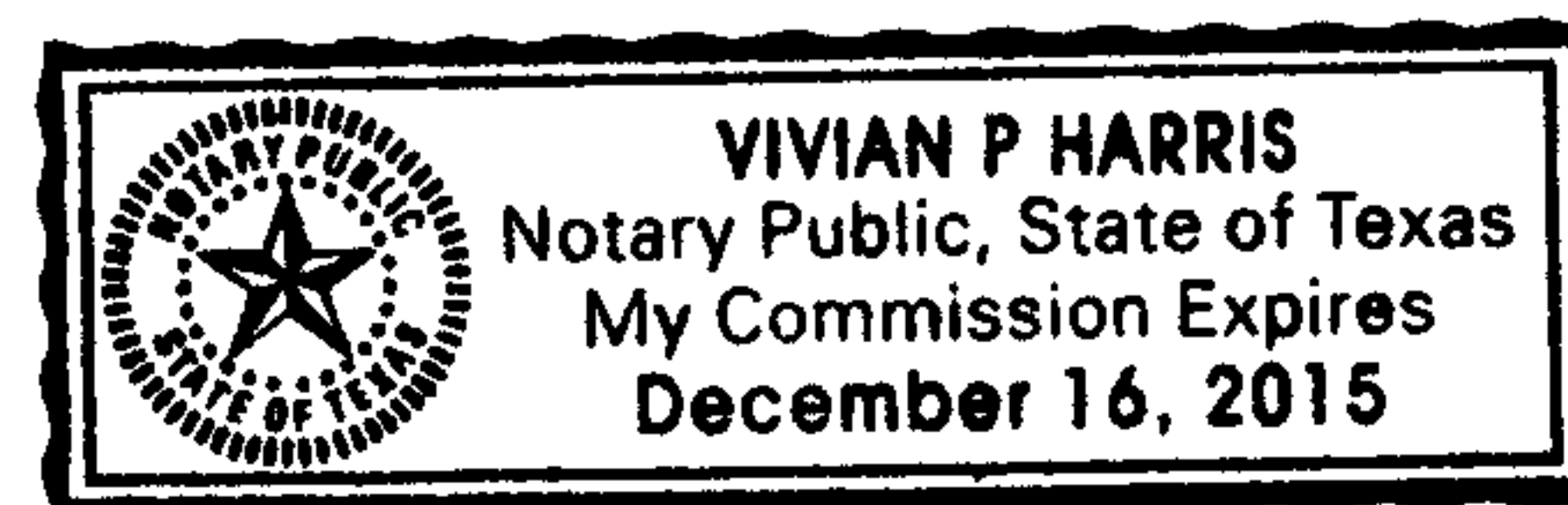
I, Vivian P Harris, a notary public in and for said County in said State, hereby certify that **H. Stewart Carrico II** whose name as a Servicing Officer of C-III Asset Management LLC (f/k/a Centerline Servicing LLC), a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated as of August 1, 2007, for U.S. Bank National Association, as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2007-C1, Commercial Mortgage Pass-Through Certificates Series 2007-C1, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 12 day of December, 2012.


  
\_\_\_\_\_  
NOTARY PUBLIC

[affix seal]

My commission expires: \_\_\_\_\_



*[Signatures Continue on Following Page]*

  
20121217000480670 9/10 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/17/2012 01:16:29 PM FILED/CERT

BORROWER:

**DRA/CLP RIVERCHASE CENTER  
BIRMINGHAM LLC**, a Delaware limited  
liability company

By: DRA/CLP Office LLC, its sole member  
By: G&I VI Investment DRA/CLP Office  
LLC, its manager

By: [Signature]  
Name: \_\_\_\_\_  
Title: David Gray  
**Vice President**

WITNESSES:

Bridget Cooney  
Print Name: Bridget Cooney

Lionara Fox  
Print Name: Lionara Fox

STATE OF New York  
COUNTY OF New York ss.

I, Susan Fattorusso, a notary public in and for said County  
in said State, hereby certify that David Gray whose name as  
Vice President of G&I VI Investment DRA/CLP Office LLC, the manager of  
DRA/CLP Office LLC, the sole member of **DRA/CLP RIVERCHASE CENTER  
BIRMINGHAM LLC**, a Delaware limited liability company, is signed to the foregoing  
instrument and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the instrument, he/she, as such officer and with full authority,  
executed the same voluntarily for and as the act of said company.

Given under my hand this the 12 day of December, 2012.

[Signature]  
NOTARY PUBLIC

[affix seal]

My commission expires: 03/08/15

SUSAN FATTORUSSO  
Notary Public, State of New York  
No. 0174667-050  
Qualified to Perform in New York  
Commission Expires March 3, 2015



20121217000480670 10/10 \$40.00  
Shelby Cnty Judge of Probate, AL  
12/17/2012 01:16:29 PM FILED/CERT