

PREPARED BY: Nancy Brandel

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL ASSOCIATION
Commercial Real Estate (AU #63650)
333 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Attn: Cecilia Garcia
Loan No. 1004460

PARCEL ID: 58-13-7-25-2-001-007.004



20140501000128880 1/9 \$4211.00
Shelby Cnty Judge of Probate, AL
05/01/2014 08:32:22 AM FILED/CERT

(Space Above For Recorder's Use)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$2,782,000.00. TAX ON \$3,052,000.00 PREVIOUSLY PAID UNDER INSTRUMENT NO. 20110916000274470 OF THE COUNTY PUBLIC REGISTRY.

MODIFICATION AGREEMENT AMENDING MORTGAGE
(Secured Loan)

THIS MODIFICATION AGREEMENT AMENDING MORTGAGE ("**Agreement**") is dated as of April 10, 2014, by and between Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**"), and 3500 Pelham LLC, a California limited liability company ("**Mortgagor**"). Lender is the mortgagee hereunder for indexing purposes by the clerk of court. This is not a novation.

RECITALS

- A. Pursuant to the terms of that certain Loan Agreement by and between 3500 Pelham LLC, a California limited liability company ("**Borrower**"), and Lender dated September 15, 2011, as further amended and modified as follows: that certain extension letter dated February 9, 2013 from Mortgagor to Lender and that certain Second Modification Agreement of even date herewith by Mortgagor and Lender (collectively, and as the same may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of Three Million Fifty Two Thousand and no/100ths Dollars (\$3,052,000.00) ("**Loan**"). The Loan is evidenced by that certain Promissory Note Secured by Mortgage dated September 15, 2011, executed by Borrower in favor of Lender, in the principal amount of the Loan, as further amended and modified as follows: that certain Amended and Restated Promissory Note Secured by Security Instrument of even date herewith (as the same may be amended, modified, supplemented or replaced from time to time, "**Note**") and is further evidenced by certain other documents described in the Loan Agreement as Loan Documents.
- B. The Note is secured by, among other things, that certain Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 15, 2011, executed by Mortgagor, for the benefit of Lender, as Mortgagee, and recorded September 16, 2011, as Instrument No. 20110916000274470 of the Official Records of Shelby County, Alabama (as the same may be amended, modified, supplemented or replaced from time to time, "**Security Instrument**") encumbering real property described more particularly therein. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "**Property**".
- C. Borrower and Lender have entered into that certain Second Modification Agreement dated of even date herewith ("**Modification Agreement**"), wherein provision is made for (a) amendment of the Security Instrument; and/or (b) amendment of certain obligations secured by that Security Instrument.
- D. All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.


NOW, THEREFORE, Mortgagor and Lender agree as follows:

1. **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants, as of the effective date above, that:
 - 1.1 **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Borrower has previously delivered to Lender all of the relevant formation and organizational documents of Borrower, the partners, members, managers or joint venturers of Borrower (if any), and all guarantors of the Loan (if any) and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Borrower; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were previously delivered to Lender.
 - 1.2 **FULL FORCE AND EFFECT.** The Note and other Loan Documents, as amended hereby, are in full force and effect without any defense, counterclaim, right or claim of set-off; all necessary action to authorize the execution and delivery of this Agreement has been taken; and this Agreement is a modification of an existing obligation and is not a novation.
 - 1.3 **NO DEFAULT.** No Default (as defined in the any of the Loan Documents or any of the Other Related Documents), breach or failure of condition has occurred, or would exist

with notice or the lapse of time or both, under the Security Instrument any of the Loan Documents (as modified by this Agreement) or any of the Other Related Documents and that all representations and warranties herein and in the other Loan Documents are true and correct, and shall survive execution of this Agreement and the recordation of the Modification Agreement Amending Mortgage.

- 1.4 **TITLE TO THE PROPERTY.** Since the recordation date of the Security Instrument (stated above), Borrower has not further encumbered the Property, including, without limitation, by entering into any deed of trust, deed to secure debt or mortgage, ground lease, and/or, except as previously disclosed to Lender, any option to purchase or right of first refusal with respect to the Property.
- 1.5 **INTERVENING LIENS.** The lien of the Security Instrument is a first lien on the property described therein and covered thereby and this Agreement will not cause intervening liens to become prior to the lien of the Security Instrument. If any intervening lien exists or hereafter arises, Borrower shall cause the same to be released or subordinated to the lien of the Security Instrument, without limiting any other right or remedy available to Lender. Borrower has no legal or equitable claim against any mortgagor, trustor or grantor named in the Security Instrument which would be prior to the lien of the Security Instrument, or which would entitle Borrower to a judgment entitling Borrower to an equitable lien on all or any portion of that property prior in lien to the Security Instrument.
2. **EXTENSION OF MATURITY DATE.** The maturity date of the Security Instrument is hereby extended to March 10, 2015.
3. **MODIFICATION OF LOAN DOCUMENTS.** The Security Instrument and the other Loan Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents:
 - 3.1 **Future Advance.** In addition to the obligations secured by the Security Instrument, the Security Instrument shall also secure payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by the Security Instrument including any and all advances or disbursements of Lender with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property.

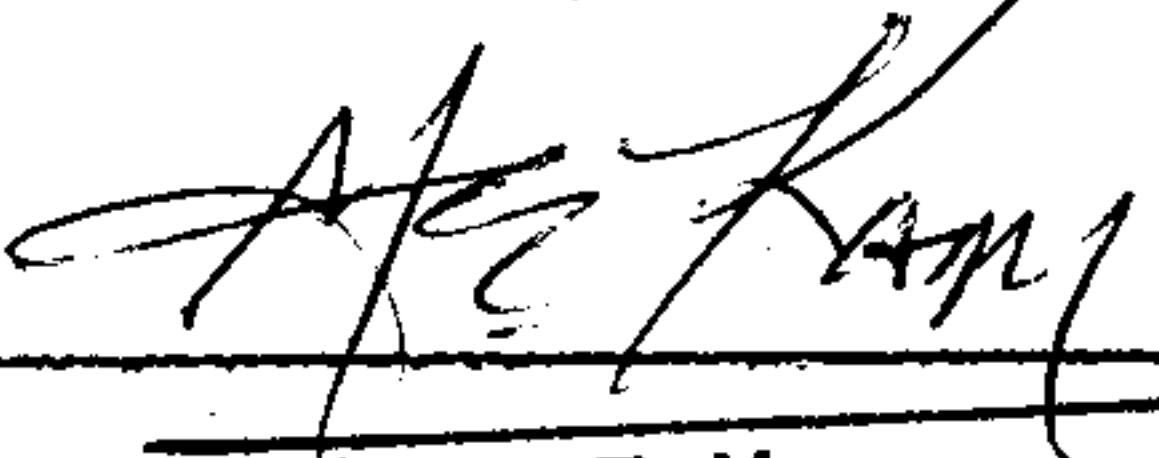
Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.


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IN WITNESS WHEREOF, Mortgagor and Lender have caused this document to be duly executed as of April 10, 2014.

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION


By: 
Name: Gary E. Kasper
Senior Vice President
Title: _____

"MORTGAGOR"

3500 PELHAM LLC,
a California limited liability company

By: _____
Name: Moshe Silagi, as Co-Trustee of The Silagi
Family Trust u/vd made February 9, 1987,
amended April 20, 2004, restated January 3, 2006 and amended August 30, 2011
Title: Manager

[[ALL SIGNATURES MUST BE ACKNOWLEDGED]]


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IN WITNESS WHEREOF, Mortgagor and Lender have caused this document to be duly executed as of April 10, 2014.

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

"MORTGAGOR"


3500 PELHAM LLC,
a California limited liability company

By: _____

Name: Moshe Silagi, as Co-Trustee of The Silagi
Family Trust u/t/d made February 9, 1987,
amended April 20, 2004, restated January 3, 2006 and amended August 30, 2011

Title: Manager

[[ALL SIGNATURES MUST BE ACKNOWLEDGED]]


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**TENANT'S
CONSENT AND SUBORDINATION AGREEMENT**

The undersigned ("**Tenant**") is the holder of a leasehold interest evidenced by that certain lease dated August 31, 2013, together with all extensions and modifications thereof whenever made ("**Lease**"), Borrower and Lender executed that certain Subordination Agreement, Acknowledgment of Lease Assignment, Estoppel, Attornment and NonDisturbance Agreement dated September 17, 2013 and recorded on October 7, 2013 as Instrument No. 20131007000400460 in the Official Records of Shelby County, Alabama (as the same may be amended, modified, supplemented or replaced from time to time, the "**SNDA**"), which provides that the Lease is junior, subordinate and subject to the terms, covenants, conditions and restrictions of the Security Instrument, as defined in, and modified by, the Modification Agreement Amending Mortgage ("**Modification Agreement**"). The undersigned hereby acknowledges its consent to the terms and provisions of the Modification Agreement and the transactions contemplated thereby.

The undersigned further reaffirms the full force and effectiveness of the SNDA and acknowledges that the Lease is unconditionally junior, subordinate and subject to the Security Instrument, as modified by the Modification Agreement.

Agreed and Acknowledged:

Dated as of: April 23, 2014

"TENANT"


MasTec Network Solutions, LLC,
a Florida limited liability company

By: 

Name: Alberto de Cardenas

Title: Vice President & Secretary

JS


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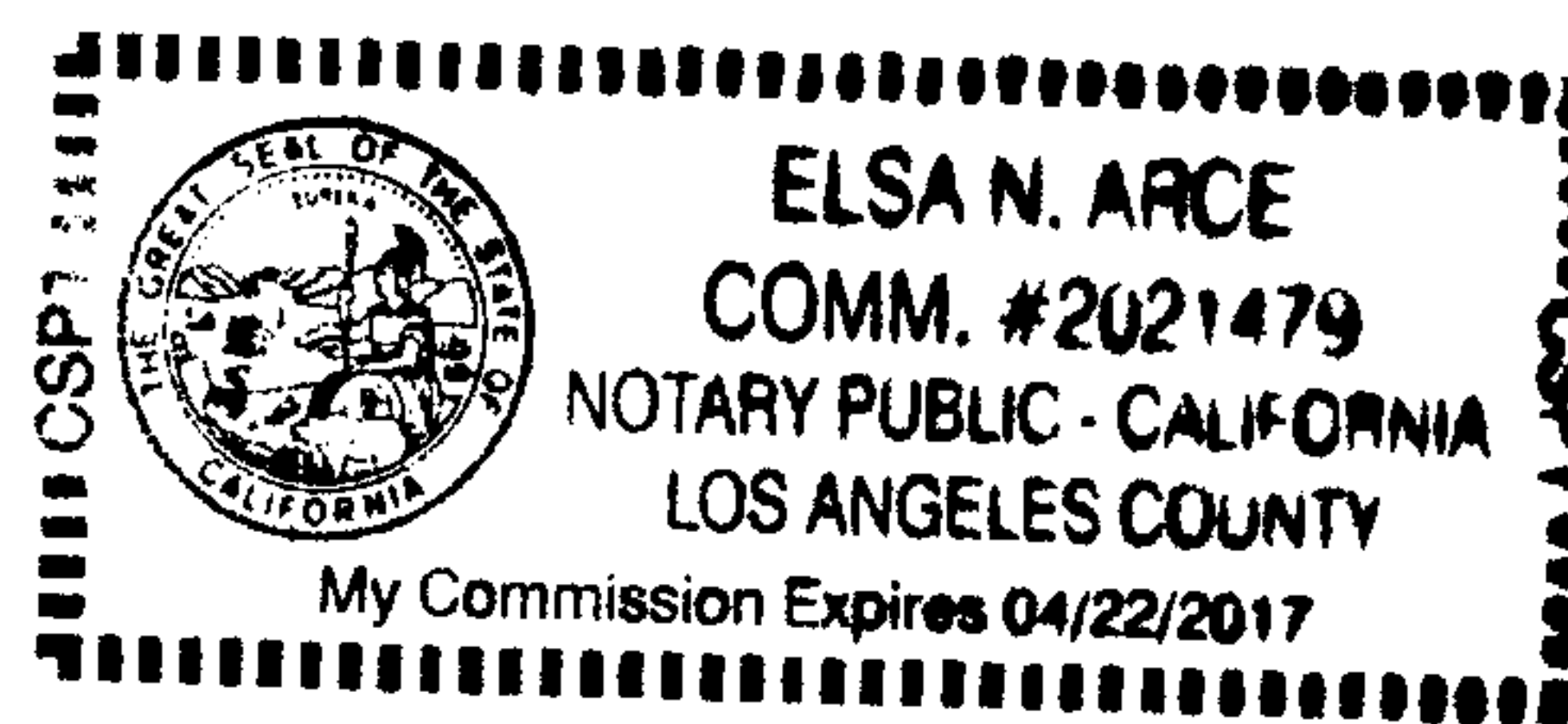
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On April 25, 2014, before me, (insert name and title of the officer) Elsa N. Arce, Notary Public, personally appeared Gary E. Kasper, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
My commission expires April 22, 2017



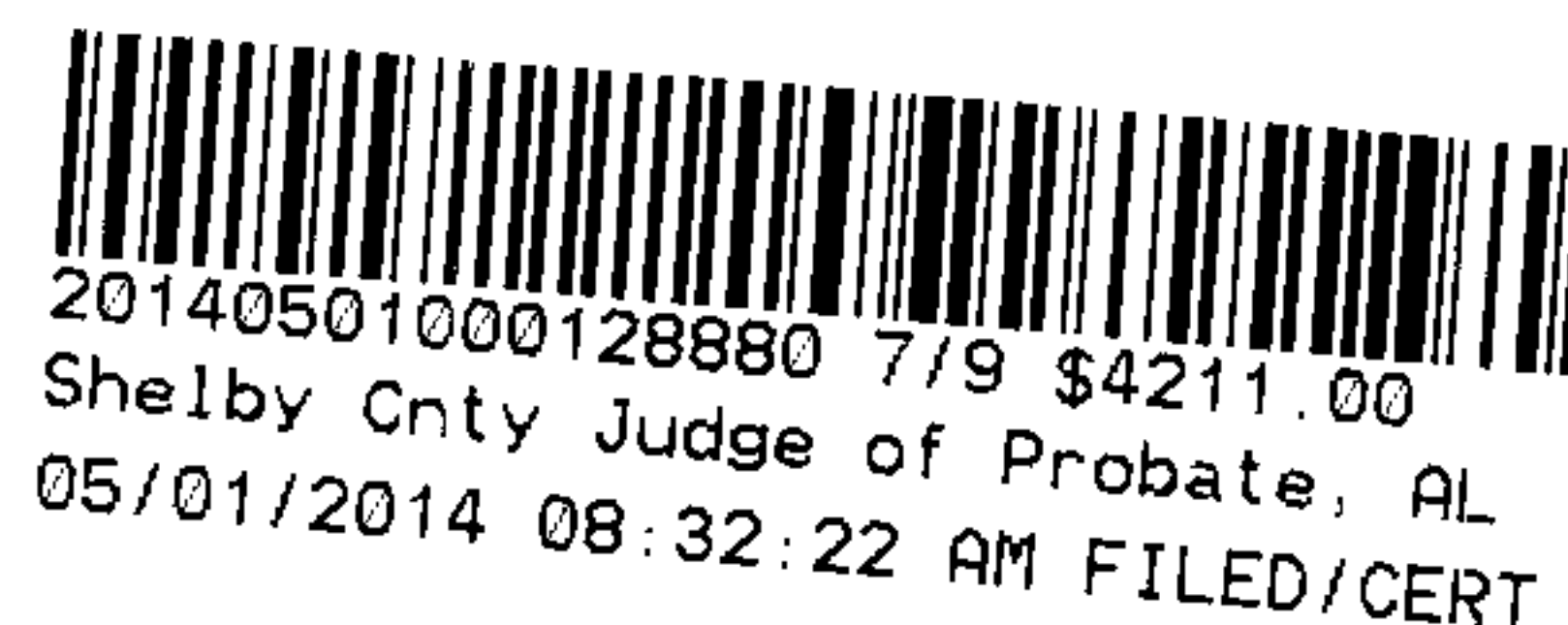
STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On _____, before me, (insert name and title of the officer) _____, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
My commission expires _____



STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

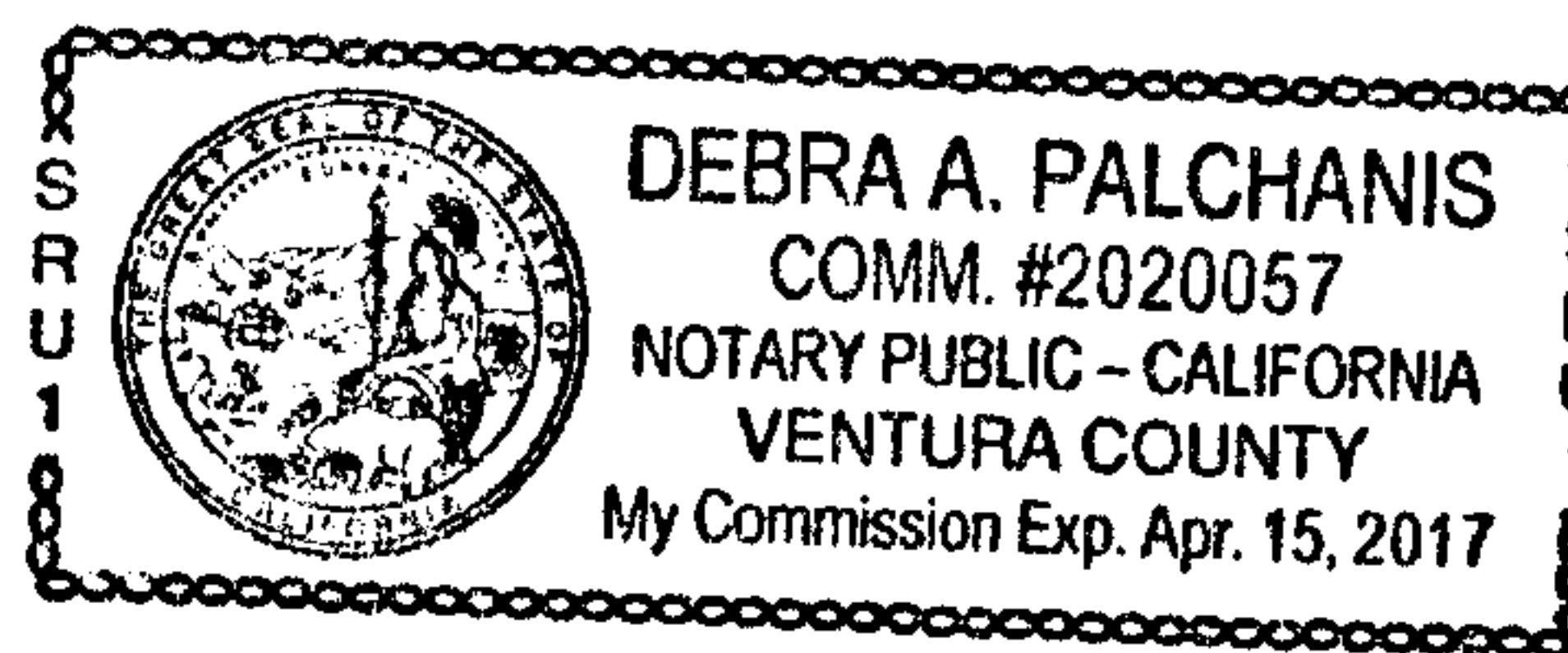
On APRIL 14, 2014, before me, (insert name and title of the officer) DEBRA A. PALCHANIS, personally appeared MOOSE SILABI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra A. Palchanis

My commission expires APRIL 15, 2017



STATE OF CALIFORNIA)
COUNTY OF _____) ss.

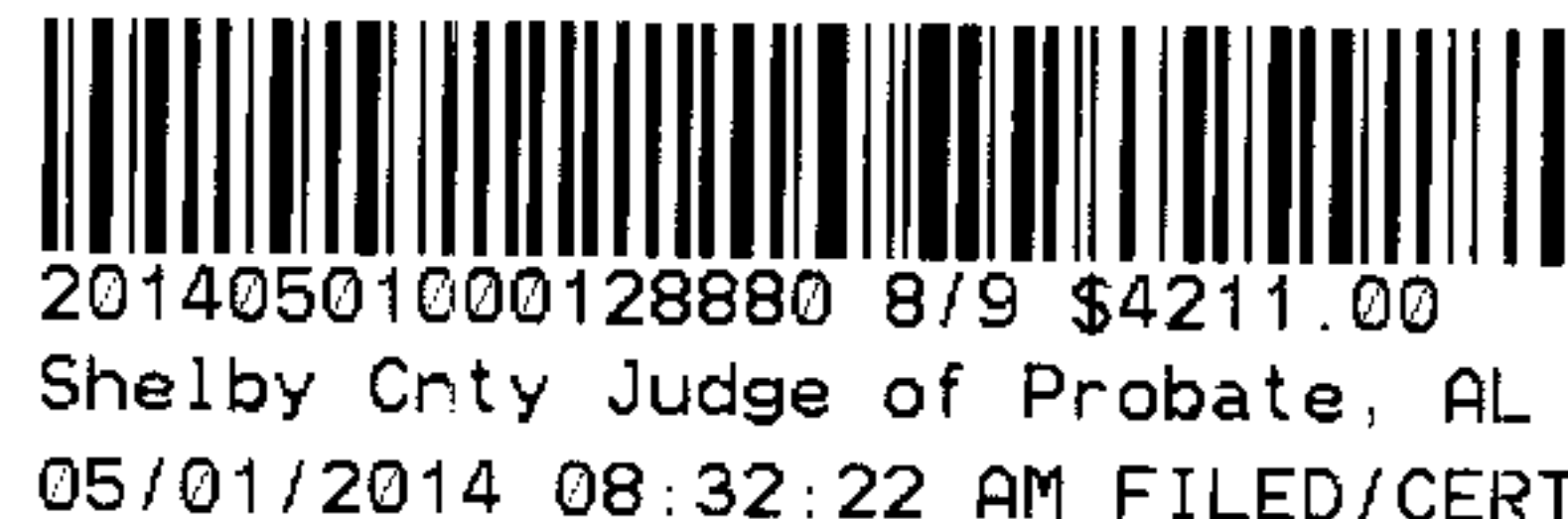
On _____, before me, (insert name and title of the officer) _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My commission expires _____



The State of Florida
Miami-Dade County)

I, SARA LOPEZ, a Notary Public, in and for said County in said State, hereby certify
 that Alberto delgadinas whose name as Vice President & Secretary of
Mystec Network Solutions, LLC, a ^{limited liability company} corporation, is signed to the foregoing conveyance and who is
 known to me, acknowledged before me on this day that, being informed of the contents of the
 conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the
 act of said corporation.

Given under my hand this 23 day of April, 2014

Sara Lopez
 NOTARY PUBLIC

[SEAL]



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