

DOCUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022-3598
Attention: Stephen Gliatta, Esq.

ASSIGNMENT ACKNOWLEDGMENT AGREEMENT

by and among

SUNDOWN MHC, LLC,

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE
REGISTERED HOLDERS OF WFRBS COMMERCIAL MORTGAGE TRUST 2013-
C14, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-
C14,**

and

THE ROYAL BANK OF SCOTLAND PLC

Dated: April 15, 2014

Property Location: 1219 West 450 North, Clearfield,
Davis County, Utah

APN: 14-065-0106

ASSIGNMENT ACKNOWLEDGMENT AGREEMENT

This ASSIGNMENT ACKNOWLEDGMENT AGREEMENT (this “*Agreement*”), made as of April 15, 2014, by and among SUNDOWN MHC, LLC, a Delaware limited liability company, having an office at 31200 Northwestern Highway, Farmington Hills, Michigan 48334 (“*Borrower*”), THE ROYAL BANK OF SCOTLAND PLC, having an address c/o RBS Financial Products Inc., 600 Washington Boulevard, Stamford, Connecticut 06901 (together with its successors and assigns, “*Assignor*”) and U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF WFRBS COMMERCIAL MORTGAGE TRUST 2013-C14, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-C14, having an address at WFRBS 2013-C14 c/o Wells Fargo Commercial Mortgage Servicing – West, 1901 Harrison Street, 7th Floor, Oakland, CA, 94612, MAC A 0227-020, Attn. Asset Manager (together with its successors and assigns, “*Assignee*”).

RECITALS

WHEREAS, In order to partially secure a certain loan made by Assignor to Borrower and certain of Borrower’s affiliates in the amount of \$159,345,765 (the “*Loan*”), Borrower executed in favor of Assignor (i) that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated April 5, 2013 (the “*Mortgage*”), which was recorded on April 29, 2013 as document no. 2736553, in Book 5758, Page 494-513 and (ii) that certain Assignment of Leases and Rents dated April 5, 2013 (the “*Assignment of Leases*” and, together with the Mortgage, the “*Recordable Documents*”), which was recorded on April 29, 2013 as document no. 2736554, in Book 5758, Page 514-523.

WHEREAS, Assignor, Borrower and certain of Borrower’s affiliates amended, restated and split the Loan secured in part by the Recordable Documents into two separate loans in the amount of \$128,723,897 and \$30,621,868 (the “*Split Loans*”) and, in connection therewith, Assignor and Borrower entered into (i) that certain Amended and Restated Deed of Trust, Assignment of Leases and Rents and Security Agreement dated May 22, 2013 (the “*Amended and Restated Mortgage*”), which is being recorded simultaneously herewith and (ii) that certain Amended and Restated Assignment of Leases and Rents dated May 22, 2013 (the “*Amended and Restated Assignment of Leases*” and, together with the Amended and Restated Mortgage, the “*Amended and Restated Recordable Documents*”), which is being recorded simultaneously herewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Amended and Restated Mortgage.

WHEREAS, The Amended and Restated Recordable Documents encumber, among other things, all of Borrower’s right title and interest in and to Borrower’s fee interest in those certain parcels of real property (the “*Premises*”) described in Exhibit A attached hereto and the Improvements located thereon.

WHEREAS, Subsequent to the date of each of the Amended and Restated Recordable Documents, Assignor assigned all of its right title and interest in and to the Split Loans to Assignee and, in connection therewith, Assignor executed in favor of Assignor (i) that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement

dated June 14, 2013 (the "*Mortgage Assignment*"), which was recorded on July 11, 2013 as document no. 2753351, in Book 5808, Page 359-362 and assigned all of Assignee's right, title and interest in and to the Amended and Restated Mortgage to Assignor, and (ii) that certain Assignment of Assignment of Leases and Rents dated June 14, 2013 (the "*ALR Assignment*" and, together with the Mortgage Assignment, the "*Assignment Documents*"), which was recorded on July 11, 2013 as document no. 2753352, in Book 5808, Page 363-366 and assigned all of Assignee's right, title and interest in and to the Amended and Restated Assignment of Leases and Rents to Assignor.

WHEREAS, Borrower, Assignor and Assignee wish to clarify that, although the Assignment Documents were recorded prior to the Amended and Restated Recordable Documents, (i) the Amended and Restated Recordable Documents were entered into prior to the Assignment Documents and (ii) the mortgage intended to assigned by the Mortgage Assignment was the Amended and Restated Mortgage and the assignment of leases and rents intended to be assigned by the ALR Assignment was the Amended and Restated Assignment of Leases and Rents.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. Borrower, Assignor and Assignee hereby acknowledge and agree that (i) the Amended and Restated Recordable Documents were entered into prior to the Assignment Documents and (ii) the mortgage assigned by the Mortgage Assignment was the Amended and Restated Mortgage and the assignment of leases and rents assigned by the ALR Assignment was the Amended and Restated Assignment of Leases and Rents.

2. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

3. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one original. An electronic facsimile of an executed counterpart of this Agreement shall constitute an original for all purposes.

[NO FURTHER TEXT ON THIS PAGE]

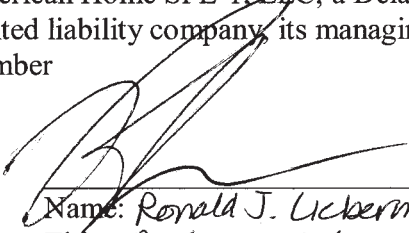
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

SUNDOWN MHC, LLC, a Delaware limited liability company

By: American Home SPE-1, LLC, a Delaware limited liability company, its managing member

By:


Name: Ronald J. Lickerman
Title: Authorized Signatory

ASSIGNOR:

THE ROYAL BANK OF SCOTLAND PLC

By: RBS Securities Inc., its agent

By:


Name: Kevin Kelley
Title: Director

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, IN TRUST FOR THE
REGISTERED HOLDERS OF WFRBS
COMMERCIAL MORTGAGE TRUST 2013-
C14, COMMERCIAL MORTGAGE PASS
THROUGH CERTIFICATES, SERIES 2013-
C14

By: Wells Fargo Bank, N.A., solely in its
capacity as Master Servicer, as authorized
under that certain Pooling and Servicing
Agreement dated as of June 1, 2013

By: 

Name: Carol S. Anderson

Title: Vice President

UTAH ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF New York)

On April 1 2014, before me, Kristin S. Frey, a Notary Public for said state, personally appeared Donald J. Lickerman personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that 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.

Kristin S. Frey
Notary Public

KRISTIN S. FREY
Notary Public, State of New York
No. 01FR6245832
Qualified in New York County
Commission Expires August 8, 2015

State of New York

My commission expires:
8/8/15

UTAH ACKNOWLEDGMENT

STATE OF Connecticut)
) ss.:
COUNTY OF Fairfield)

On March 31, 2014 before me, Kimberly Donnelly, a Notary Public for said state, personally appeared Kevin Kelley, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that 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.

K. J. D.
Notary Public

State of Connecticut

My commission expires:

Kimberly J. Donnelly
Notary Public
Commission Expires on 6/30/14

ACKNOWLEDGMENT

State of California
County of Alameda

On April 9, 2014 before me, Heidi Vleisides, Notary Public

personally appeared Carol S. Anderson, 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

Heidi Vleisides

(Seal)

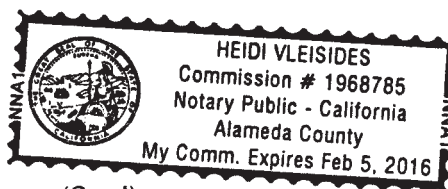


EXHIBIT A

The Premises

(see attached)

Sundown

Real property in the City of Clearfield, County of Davis, State of Utah, described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF 1000 WEST STREET SAID POINT BEING NORTH 00° 04' 50" EAST ALONG THE SECTION LINE 717.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 89° 56' 05" WEST 148.00 FEET; THENCE SOUTH 00° 04' 50" EAST 70.00 FEET; THENCE NORTH 89° 56' 05" WEST 495.00 FEET; THENCE SOUTH 00° 04' 05" EAST 355.61 FEET; THENCE NORTH 89° 56' 05" WEST 683.15 FEET; THENCE SOUTH 00° 02' 01" WEST 6.00 FEET; THENCE NORTH 89° 56' 05" WEST 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST 72.39 FEET; THENCE NORTH 89° 56' 05" WEST 124.00 FEET; THENCE NORTH 00° 02' 01" EAST 26.00 FEET; THENCE NORTH 89° 56' 05" WEST 120.00 FEET; THENCE SOUTH 00° 02' 01" WEST 108.00 FEET; THENCE SOUTH 89° 56' 05" EAST 5.00 FEET; THENCE SOUTH 00° 02' 01" WEST 98.00 FEET TO THE NORTH LINE OF 300 NORTH STREET; THENCE NORTH 89° 56' 05" WEST ALONG SAID NORTH LINE 58.31 FEET; THENCE NORTH 00° 08' 55" EAST 784.18 FEET TO AN EXISTING FENCE; THENCE NORTH 88° 48' 33" WEST ALONG SAID FENCE 300.05 FEET; THENCE NORTH 00° 08' 55" EAST 501.30 FEET TO THE SOUTH LINE OF LORI ESTATES PHASE-2; THENCE SOUTH 89° 54' 35" EAST ALONG SAID SOUTH LINE 1.18 FEET; THENCE NORTH 00° 08' 52" EAST 9.50 FEET; THENCE SOUTH 89° 54' 35" EAST 148.50 FEET; THENCE SOUTH 00° 08' 52" WEST 9.50 FEET TO SAID SOUTH LINE; THENCE SOUTH 89° 54' 35" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF CHESTNUT PLACE PHASE-1, 509.73 FEET TO THE WEST LINE OF COUNTRY VILLAGE SUBDIVISION NO. 4; THENCE SOUTH 00° 06' 07" EAST ALONG SAID WEST LINE AND THE WEST LINE OF COUNTRY VILLAGE SUBDIVISION NO. 5, 333.11 FEET TO THE SOUTHWEST CORNER OF SAID COUNTRY VILLAGE SUBDIVISION NO. 5; THENCE SOUTH 89° 48' 08" EAST ALONG THE SOUTH LINE OF SAID COUNTRY VILLAGE SUBDIVISION NO. 5, 1325.29 FEET TO SAID CENTERLINE OF 1000 WEST STREET; THENCE SOUTH 00° 04' 50" EAST ALONG SAID CENTERLINE 270.91 FEET TO THE POINT OF BEGINNING.

APN(s):14-065-0106