

E# 2691572 PG 1 OF 10
ERNEST D ROWLEY, WEBER COUNTY RECORDER
23-Jun-14 1134 AM FEE \$29.00 DEP SC
REC FOR: FIRST AMERICAN TITLE INSURANCE CO ELECTRONICALLY RECORDED

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

EVERGREEN VILLAGE MHC, LLC,

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2013-LC12, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-LC12,

and

THE ROYAL BANK OF SCOTLAND PLC

Dated:

April 15, 2014

Property Location:

2491 North Highway 89, Pleasant View,

Weber County, Utah

APH: 17-066-0047

ASSIGNMENT ACKNOWLEDGMENT AGREEMENT

This ASSIGNMENT ACKNOWLEDGMENT AGREEMENT (this "Agreement"), made as of April 15, 2014, by and among EVERGREEN VILLAGE 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 WELLS FARGO COMMERCIAL MORTGAGE TRUST 2013-LC12, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-LC12, having an address at WFCMT 2013-LC12 c/o Wells Fargo Commercial Mortgage Servicing — East, 550 South Tryon Street, 14th Floor, Charlotte, NC 28202, MAC D1086-120, 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 \$157,443,877 (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. 2632443 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. 2632444.

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 \$83,410,313 and \$74,033,564 (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 June 27, 2013 (the "Amended and Restated Mortgage"), which is being recorded simultaneously herewith and (ii) that certain 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 <u>Exhibit A</u> 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 August 5, 2013 (the "Mortgage Assignment"), which was recorded on September 27, 2013

as document no. 2657485 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 August 5, 2013 (the "ALR Assignment" and, together with the Mortgage Assignment, the "Assignment Documents"), which was recorded on September 27, 2013 as document no. 2657486 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]

61815339.DOC 2

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

BORROWER:

EVERGREEN VILLAGE MHC, LLC, a Delaware limited liability company

By: American Home SPE-2, LLC, a Delaware limited liability company, its managing

member

ASSIGNOR:

THE ROYAL BANK OF SCOTLAND PLC

RBS Securities Inc., its agent By:

By:

Name: Kevin Kelle Title: Director

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2013-LC12, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-LC12

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 July 1, 2013

By: Name: David Wegerek
Title: Vice President

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

On this 7 day of April , 2014, personally appeared before me David Wegerek, as Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Master Servicer for and on behalf of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2013-LC12, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-LC12, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said entities, before me. He/she is personally known to me or has produced a driver's license as identification.

Notary Public

My commission expires:

UTAH ACKNOWLEDGMENT

STATE OF New York)	
COUNTY OF New York	
COUNTY OF NewYork	
On	person(s) whose names(s) is/are at he/she/they executed the same in the instrument the person(s), or
Motary Public Francy	KRISTIN S. FREY
State of New York	Notary Public, State of New York No. 01FR6245832 Qualified in New York County Commission Expires August 8, 2015
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.
Notary Public
State ofConnecticut
My commission expires:
Kimberly J. Donnelly Notary Public Commission Expires on 6/30/14

EXHIBIT A

The Premises

(see attached)

Evergreen Village

A PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST AND A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE BEING AN EXISTING FENCE LINE AND THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89-91 30S LOCATED SOUTH 00° 39' 48" WEST 1361.15 FEET ALONG THE WEST LINE OF SAID SECTION AND SOUTH 89° 18' 11" EAST 950.64 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, SAID POINT DESCRIBED OF RECORD AS BEING LOCATED 1362.20 FEET SOUTH 00° 07' EAST ALONG THE SECTION LINE AND 937.09 FEET SOUTH 89° 41' 15" EAST FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, RUNNING THENCE SOUTH 33° 52' 33" EAST 698.94 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE SOUTH 01° 00' 52" WEST 726.22 FEET TO THE NORTH BOUNDARY LINE OF THE WILLOW BROOK VILLAGE SUBDIVISION, THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING FOUR COURSES: (1) SOUTH 01° 00' 52" WEST 93.57 FEET; (2) NORTH 88° 59' 08' WEST 791.42 FEET; (3) SOUTH 01° 02' 06" WEST 207.29 FEET; (4) NORTH 88° 57' 54" WEST 249.51 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE NORTH 25° 54' 10" WEST 750.87 FEET ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING FENCE AND A POINT DESCRIBED OF RECORD AS BEING LOCATED SOUTH 00° 07' EAST 1362.20 FEET AND SOUTH 89° 41' 15" EAST 285.15 FEET AND SOUTH 00° 18' 45" WEST 925.93 FEET AND NORTH 89° 41' 15" WEST 337.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89° 02' 36" EAST 334.89 FEET ALONG SAID FENCE LINE TO AN EXISTING CONCRETE WALL; THENCE NORTH 00°35'26" EAST 331.13 FEET ALONG SAID CONCRETE WALL; THENCE NORTH 64° 11' 24" EAST 13.50 FEET; THENCE NORTH 25° 22' 38" WEST 27.61 FEET; THENCE NORTH 00° 35' 26" EAST 564.89 FEET ALONG SAID CONCRETE WALL TO GRANTORS NORTH PROPERTY LINE, THENCE SOUTH 89° 18' 11" EAST 653,10 FEET ALONG SAID FENCE AND GRANTORS NORTH PROPERTY LINE TO THE POINT OF BEGINNING.

APN(s): 17-066-0047