11869847 6/23/2014 11:21:00 AM \$31.00 Book - 10240 Pg - 849-859 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 11 P.

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

BROOKSIDE MH COMMUNITY, 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:

8155 South Redwood Road, West Jordan,

Salt Lake County, Utah

APN:21-34-252-005-0000

61815339.DOC 581752-59E

ASSIGNMENT ACKNOWLEDGMENT AGREEMENT

ASSIGNMENT ACKNOWLEDGMENT **AGREEMENT** "Agreement"), made as of April 15, 2014, by and among BROOKSIDE MH COMMUNITY, 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 OF WFRBS COMMERCIAL **TRUST MORTGAGE** 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. 11629556, in Bookno. 10132, Page 7806-7825 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. 11629556, in Book 10132, Page 7826-7835.

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 \$30,621,868 and \$128,723,897 (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 12, 2013 as document no. 11682694, in Book 10158, Page 6973-6976 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 12, 2013 as document no. 11682695, in Book 10158, Page 6977-6980 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;

BROOKSIDE MH COMMUNITY, LLC, a Delaware limited liability company

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

Name Ronald J. Lieberman Title: Authorized Signatory

member

By: 🗲

[signature page to Assignment Acknowledgment Agreement]

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

Name: Carol S. Anderson

Title: Vice President

UTAH ACKNOWLEDGMENT

STATE OF New York)	
STATE OF New York) COUNTY OF New York	C 15
On April 2, 2014 before me, Wishin Public for said state, personally appeared Ponel J. Liebun proved to me on the basis of satisfactory evidence to be the subscribed to the within instrument and acknowledged to me to in his/her/their capacity(ies), and that his/her/their signature(s) the entity upon behalf of which the person(s) acted, executed the	e person(s) whose names(s) is/are hat he/she/they executed the same on the instrument the person(s), or
Mostin Stay Notary Public	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:	

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), on the entity upon behalf of which the person(s) acted, executed the instrument.
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.

HEIDI VLEISIDES
Commission # 1968785
Notary Public - California
Alameda County
My Comm. Expires Feb 5, 2016

Signature New Missides (S

(Seal)

EXHIBIT A

The Premises

(see attached)

Ex. A - 1

61815339.DOC

Brookside

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF REDWOOD ROAD, SAID POINT BEING NORTH 00° 03' 25" WEST 239.45 FEET ALONG THE QUARTER SECTION LINE AND NORTH 89° 50' 00" EAST 33.00 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89° 50' 00" EAST 165.72 FEET; THENCE NORTH 00° 03' 25" WEST 140.40 FEET; THENCE SOUTH 89° 50' 00" WEST 26.73 FEET; THENCE NORTH 00° 03' 25" WEST 358.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE NORTH 69° 29' 35" EAST 1231.09 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO QUARTER QUARTER SECTION LINE; THENCE SOUTH 00° 02' 50" EAST 1145.35 FEET ALONG SAID QUARTER QUARTER SECTION LINE; THENCE SOUTH 45° 30' 40" WEST 29.75 FEET TO QUARTER SECTION LINE; THENCE SOUTH 89° 50' 00" WEST 1106.06 FEET ALONG QUARTER SECTION LINE; THENCE NORTH 00° 03' 25" WEST 169.85 FEET; THENCE SOUTH 89° 50' 00" WEST 165.00 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00° 03' 25" WEST 69.60 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF REDWOOD ROAD KNOWN AS PROJECT NO. 0068, BEING A PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 72.985 METERS NORTH 00° 03' 25" WEST ALONG THE QUARTER SECTION LINE AND 10.058 METERS NORTH 89° 50' 00" EAST FROM THE CENTER OF SAID SECTION 34; THENCE NORTH 89° 50' 00" EAST 8.438 METERS TO A POINT 16.155 METERS RADIALLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT AT ENGINEER STATION 2+493.432; THENCE SOUTHERLY 21.219 METERS ALONG THE ARC OF A 3141.155/METER RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CENTERLINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 01° 07' 01" EAST FOR A DISTANCE OF 21.219 METERS) TO A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 16.155 METERS RADIALLY DISTANT EASTERLY FROM SAID CENTERLINE AT ENGINEER STATION 2+472.323; THENCE SOUTH 89° 50' 00" WEST 8.830 METERS TO A SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 00° 03' 25" WEST 21.216 METERS ALONG A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

APN(s): 21-34-252-005-0000