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Gary W. Ott  
Recorder, Salt Lake County, UT  
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DOCUMENT PREPARED BY AND  
WHEN RECORDED, RETURN TO:  
Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022-3598  
Attention: Stephen Gliatta, Esq.

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**ASSIGNMENT ACKNOWLEDGMENT AGREEMENT**

by and among

**VILLA WEST 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: 8400 South 4000 West, West Jordan,  
Salt Lake County, Utah

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APN: 21-32-351-001-0000

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## ASSIGNMENT ACKNOWLEDGMENT AGREEMENT

This ASSIGNMENT ACKNOWLEDGMENT AGREEMENT (this "*Agreement*"), made as of April 15, 2014, by and among VILLA WEST 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. 11629743, in Book 10132, Page 8928-8947 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. 11629744, in Book 10132, Page 8948-8957.

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 \$74,033,564 and \$83,410,313 (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 Rents dated June 27, 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 August 5, 2013 (the "*Mortgage Assignment*"), which was recorded on September 30, 2013 as document no. 11733805, in Book 10181, Page 8625-8628 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 30, 2013 as document no. 11733806, in Book 10181, Page 8629-8632 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]

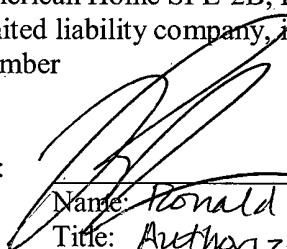
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**BORROWER:**

**VILLA WEST MHC, LLC**, a Delaware limited liability company

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

By:

  
Name: *Ronald J. Lieberman*  
Title: *Authorized Signatory*

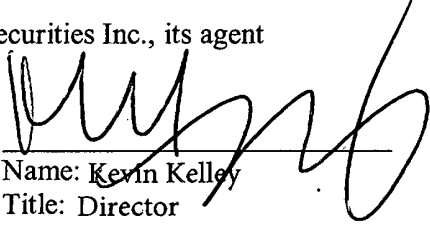
*[signature page to Assignment Acknowledgment Agreement]*

**ASSIGNOR:**

**THE ROYAL BANK OF SCOTLAND PLC**

By: RBS Securities Inc., its agent

By:

  
Name: Kevin Kelley  
Title: Director

*[signature page to Assignment Acknowledgment Agreement]*



UTAH ACKNOWLEDGMENT

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

On April 3, 2014 before me, Kristin S. Frey, a Notary Public for said state, personally appeared Ronald 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





**EXHIBIT A**

**The Premises**

(see attached)

Villa West

BEGINNING AT A POINT NORTH 0° 20' 09" EAST 660 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89° 37' 13" EAST 1536.55 (MEASURED 1511.80) FEET TO THE NORTHEAST CORNER OF LOT 1 OF THE COUNTRY SQUIRE SUBDIVISION NO. 3; THENCE NORTH 39° 17' 30" EAST 32.13 FEET; THENCE SOUTH 89° 37' 13" EAST 90.0 FEET; THENCE SOUTH 0° 20' 09" WEST 25.0 FEET; THENCE SOUTH 89° 37' 13" EAST 64.05 FEET; THENCE NORTH 52° 44' 30" EAST 32.75 FEET; THENCE SOUTH 89° 37' 13" EAST 90.0 FEET; THENCE SOUTH 0° 20' 09" WEST 20.0 FEET; THENCE SOUTH 89° 37' 13" EAST 299.26 (MEASURED 318.15) FEET TO THE WEST LINE OF THE UTAH LAKE IRRIGATION COMPANY CANAL; THENCE NORTH 14° 59' 00" WEST 490.93 (MEASURED 490.92) FEET ALONG SAID LINE; THENCE NORTH 17° 28' 30" WEST 197.62 FEET ALSO ALONG SAID LINE; THENCE NORTH 89° 39' 51" WEST 1930.0 FEET; THENCE SOUTH 0° 20' 09" WEST 660.0 FEET TO THE POINT OF BEGINNING.

APN(s): 21-32-351-001-0000