E 2809681 B 6045 P 186-195
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/23/2014 11:11:00 AM
FEE \$28.00 Pgs: 10
DEP eCASH REC'D FOR FIRST AMERICAN TITLE-N

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

LAKEVIEW ESTATES, 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:

2600 North Hill Field Road, Layton,

Davis County, Utah

APN:09-282-0003

ASSIGNMENT ACKNOWLEDGMENT AGREEMENT

This ASSIGNMENT ACKNOWLEDGMENT AGREEMENT (this "Agreement"), made as of April 5, 2014, by and among LAKEVIEW ESTATES, 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. 2736581, Book 5758, Page 678-697 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. 2736582, Book 5758, Page 698-707.

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 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 <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. 2768809, Book 5862, Page 310-313 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. 2768810, Book 5862, Page 314-317 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:

LAKEVIEW ESTATES, LLC, a Delaware limited liability company

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

member

Bv:

Name. Tonald J. Liebermar Title: Authorized Signaton

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]

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

Name: David Wegerek
Title: Vice President

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

AUBLIC AUBLIC (Notary Seal)

My commission expires:

Notary Public

UTAH ACKNOWLEDGMENT

STATE OF Newfork)	
COUNTY OF New York	
STATE OF New York) ss.: COUNTY OF New York) On	me that he/she/they executed the same e(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, execute	ed the instrument.
Notary Public	KRISTIN S. FREY Notary Public, State of New York No. 01FR6245832
State of New York	Qualified in New York County Commission Expires August 8, 2015
My commission expires:	
8/8/15	

UTAH ACKNOWLEDGMENT

STATE OF Conn	ecticut ₎			
STATE OF Conn COUNTY OF Fair) ss.:			
On March	31, 2014 bef	Kimberly fore me, d Kevin Kelley, person	Donnelly ally known to me	, a Notary
me on the basis of s the within instrum his/her/their capacit	satisfactory evidence tent and acknowled y(ies), and that his/h	to be the person(s) who diged to me that he/sl her/their signature(s) on on(s) acted, executed the	ose names(s) is/are he/they executed the instrument the	subscribed to the same in
Notary Public				
State of Connect	icut			
My commission exp	ires:			
Kimberly J. Do Notary Pub Commission Expires	olic			

EXHIBIT A

The Premises

(see attached)

Lakeview Estates

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

BEGINNING AT THE SOUTHWEST CORNER OF LAKEVIEW MEADOWS SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT ALSO BEING THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89° 48' 00" WEST 164.21 FEET; THENCE NORTH 72° 24' 00" WEST 552.97 FEET; THENCE NORTH 75° 02' 00" WEST 585.42 FEET TO THE EAST LINE OF HILL FIELD ROAD (SR 232); THENCE NORTH 00° 08' 10" EAST ALONG SAID EAST LINE 475.06 FEET; THENCE NORTH 89° 54' 35" EAST ALONG SAID SUBDIVISION 577.63 FEET; THENCE NORTH 89° 25' 44" EAST 678.83 FEET TO THE OUARTER SECTION LINE; THENCE SOUTH 00° 03' 00" WEST ALONG SAID QUARTER SECTION LINE 84.63 FEET TO THE NORTHWEST CORNER OF SAID LAKEVIEW MEADOWS SUBDIVISION; THENCE SOUTH 89° 22' 00" EAST 346.79 FEET TO THE NORTHWEST CORNER OF LOT 2, SAID LAKEVIEW MEADOWS SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, THE FOLLOWING THREE (3) COURSES; SOUTH 06° 02' 00" WEST 103.00 FEET, NORTH 87° 42' 00" WEST 41.64 FEET AND SOUTH 01° 37' 00" WEST 373.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 2, THE FOLLOWING THREE (3) COURSES, SOUTH 89° 18' 00" EAST 2000.82 FEET, NORTH 00° 26' 00" EAST 12.60 FEET AND EAST 75.77 FEET TO THE WEST LINE OF FORT LANE; THENCE SOUTH 00° 37' 59" WEST ALONG SAID WEST LINE 65.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF A 642 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17° 02' 11", A DISTANCE OF 190.90 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 89° 22' 00" WEST ALONG SAID SECTION LINE 2386.49 FEET TO THE POINT OF BEGINNING.

APN(s):09-282-0003