

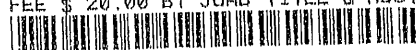
ENTRY NO. 00280848

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Assignment of Lease PAGE 1 / 6

CRAIG J. SPERRY, JUAB COUNTY RECORDER

FEE \$ 20.00 BY JUAB TITLE & ABSTRACT COMPANY



JUAB TITLE & ABSTRACT CO.

PO Box 246, Nephi, Utah 84648

(435) 823-0387

Order No. 32718

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "**Assignment**") is entered into effective as of March 4, 2016 (the "**Effective Date**") by and between ENSIGN DEVELOPMENT GROUP, a Utah limited liability company ("**Assignor**"), and VEREIT SH NEPHI UT, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Master Purchase and Sale Agreement dated as of June 12, 2015 (as amended, the "**Purchase Agreement**"), providing for the sale by Assignor to Assignee of the real property legally described on Exhibit A attached to this Assignment (the "**Property**"); and

WHEREAS, Assignor is the holder of the landlord's interest under the lease and related documents as listed on Exhibit B attached hereto (collectively, the "**Lease**"), which Lease affects the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including without limitation all of Assignor's right, title and interest in and to any security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease against any tenant thereunder or any surety thereof. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Lease arising from and after the Effective Date.

2. **Indemnification.** Assignee will indemnify, defend and hold harmless Assignor from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignee, as the landlord under the Lease, which arises or accrues with respect to the Lease on or after the Effective Date. Assignor will indemnify, defend and hold harmless Assignee from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignor, as

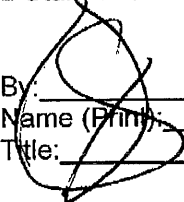
the landlord under the Lease, which arose or accrued with respect to the Lease prior to the Effective Date.

3. **Miscellaneous.** The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized and empowered representatives as of the Effective Date.

ASSIGNOR:

ENSIGN DEVELOPMENT GROUP, LLC
a Utah limited liability company

By:  _____
Name (Print): Jeremy Terry
Title: manager

ASSIGNEE:

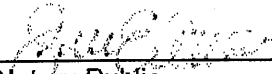
VEREIT SH NEPHI UT, LLC,
a Delaware limited liability company

by: Cole Real Estate Income Strategy
(Daily NAV) Advisors, LLC, a Delaware
limited liability company, its Manager

By: _____
Todd J. Weiss, General Counsel, Real
Estate

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On this 2nd day of March, 2016, before me personally appeared M. Jeremy Terry, to me known to be the Manager of Ensign Development Group, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public

Print Name: SUMMER CAMPBELL
My Commission Expires: MAY 13, 2018



the landlord under the Lease, which arose or accrued with respect to the Lease prior to the Effective Date.

3. **Miscellaneous.** The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized and empowered representatives as of the Effective Date.

ASSIGNOR:

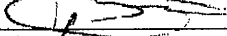
ENSIGN DEVELOPMENT GROUP, LLC
a Utah limited liability company

By: _____
Name (Print): _____
Title: _____

ASSIGNEE:

VEREIT SH NEPHI UT, LLC,
a Delaware limited liability company

by: Cole Real Estate Income Strategy
(Daily NAV) Advisors, LLC, a Delaware
limited liability company, its Manager

By: 

Todd J. Weiss, General Counsel, Real
Estate

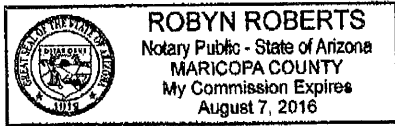
STATE OF UTAH)
) ss
COUNTY OF _____)

On this _____ day of _____, 2016, before me personally appeared M. Brett Jensen, to me known to be the Manager of Ensign Development Group, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this 3rd day of March, 2016, before me personally appeared Todd J. Weiss, General Counsel, Real Estate, of Cole Real Estate Income Strategy (Daily NAV) Advisors, LLC, a Delaware limited liability company, a Delaware limited liability company, Manager of VEREIT SH Nephi UT, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument, and acknowledged to me that he executed it in such capacity and on behalf of said company.



Robyn Roberts
Notary Public

Print Name: Robyn Roberts
My Commission Expires: August 7, 2016

Exhibit "A"

Legal Description

Real property in the City of Nephi, County of Juab, State of Utah, described as follows:

Tract I:

Parcel No. XA3A-0500-1A: All of Lot 1, Plat "A", Painter Commercial subdivision according to the official plat thereof filed as Entry No. 278064 and as Map No. 363, in the office of the Juab County Recorder.

Tract II:

Perpetual, non-exclusive easements for the benefit of Tract I as granted and more fully set forth in Easement Agreement dated March 16, 2015, recorded March 17, 2015, as Entry No. 00278160, in Book 0564, Page 0763, as amended by Amendment to Easement Agreement dated January 13, 2016, recorded on January 14, 2016, as Entry No. 00280517, in Book 0568, Page 1755, all of the records of Juab County, Utah.

EXHIBIT B
LEASE DOCUMENTS

Lease between Ensign Development Group, LLC, as Landlord, and ShopKo Stores Operating Co., LLC, as Tenant, dated January 7, 2015

Memorandum of Lease between Ensign Development Group, LLC, as Landlord, and Shopko Stores Operating Co., LLC, as Tenant, dated August 26, 2015.

First Amendment to Lease between Ensign Development Group, LLC, as Landlord, and ShopKo Stores Operating Co., LLC, as Tenant, dated February 23, 2016.