

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2015-12037**

2015 May 27 04:03:52 PM

*Sheryl J. Davidson*

REGISTER OF DEEDS



COUNTER JS  
VERIFY JS  
FEES \$ 40.00  
CHG SFILE  
SUBMITTED FIRST AMERICAN TITLE INSURAN

**Prepared by and**

**When Recorded, Please Mail To:**

IREIT Papillion Market Pointe, L.L.C.

Attn: General Counsel

Prepared by: Charles Benvenuto

2901 Butterfield Road

Oak Brook, IL 60523-1159

NCS-722658 (2 of 4)

Tax ID Nos. 011583018; 011583019; 011589659;  
011589660; 011589661; 011590629; 011590630

---

**ASSIGNMENT OF RIGHTS  
UNDER ENFORCEMENT OF EXCLUSIVES AGREEMENT**

This Assignment of Rights under Enforcement of Exclusives Agreement (this "Assignment") is made and entered into this 27<sup>th</sup> day of May, 2015, by and between Spirit MT Papillion NE, LLC, a Delaware limited liability company, successor by name change to Cole MT Papillion NE, LLC (hereinafter referred to as "Assignor") and IREIT Papillion Market Pointe, L.L.C., a Delaware limited liability company (hereinafter referred to as "Assignee") whose mailing address is 2901 Butterfield Road Oak Brook, IL 60523, Attn: General Counsel.

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor is conveying to Assignee, by Special Warranty Deed, that certain real

property legally described on Exhibit A, attached hereto and made a part hereof and referred to as the "Property"; and

WHEREAS, the Property is subject to that certain Enforcement of Exclusives Agreement dated June 20, 2008 and recorded on July 3, 2008 in the Register of Deeds, Sarpy County, Nebraska, as Instrument No. 2008-19158 (hereinafter referred to as the "Agreement").

NOW, THEREFORE, in consideration of the receipt of Ten Dollars (\$10.00), the assumptions by Assignee hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby Assign and deliver to Assignee, its successors and assigns all of Assignor's assignable rights under the Agreement.
2. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.
3. This Assignment shall be construed under and enforced in accordance with the laws of the State of Nebraska.
4. All capitalized terms used herein shall have the meaning as set forth in the Agreement, unless otherwise defined in the Assignment.
5. This Assignment may be executed in one or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all of such counterparts taken together shall constitute one and of the same instrument.

(Signatures on the following pages)

Signature of Assignor: Assignment of Rights Exclusives

**SPIRIT MT PAPILLION NE, LLC,**  
a Delaware limited liability company

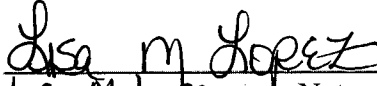
By: Spirit SPE Manager, LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Mark Manheimer  
Title: Executive Vice President

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

Now on this 22 day of May, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mark Manheimer, Executive V.P. of Spirit SPE Manager, LLC, a Delaware limited liability company, manager of Spirit MT Papillion NE, LLC, a Delaware limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of the company, and who duly acknowledged the execution of the same to be his free act and deed and the free act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

  
Lisa M. Lopez, Notary Public  
(Print Name)


My Commission Expires: May 8, 2016



Signature of Assignee: Assignment of Rights Exclusives

**IREIT Papillion Market Pointe, L.L.C.,**  
a Delaware limited liability company

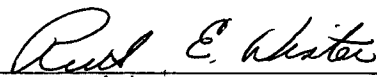
By: Inland Real Estate Income Trust, Inc.,  
a Maryland corporation, its sole member

By:   
Name: David Z. Lichterman  
Title: Vice President, Treasurer & CAO

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF DuPage        )

Now on this 22nd day of May, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David Z. Lichterman, Vice President, Treasurer & CAO of Inland Real Estate Income Trust, Inc. sole member of IREIT Papillion Market Point, L.L.C. a Delaware limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of the company, and who duly acknowledged the execution of the same to be his free act and deed and the free act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

  
Ruth E. Winter, Notary Public  
(Print Name)

My Commission Expires: 7-12-15



**Exhibit A**

Property Description

**EXHIBIT A**

**Property Description**

All of the following described property located in the Northwest Quarter of Section 24, Township 14 North, Range 12 East of the 6<sup>th</sup> Principal Meridian, Sarpy County, Nebraska:

Lots 9, 10 and 11, all in MARKET POINTE ADDITION REPLAT 1, an administrative subdivision and replat of Lots 8 through 14 of MARKET POINTE ADDITION, a subdivision in Sarpy County, Nebraska

and

Lots 2 and 3, Administrative Lot Line Adjustment, Lots 2 and 3, MARKET POINTE ADDITION, recorded October 26, 2005 as Inst. No. 2005-39750, in the records of Sarpy County, Nebraska

and

Outlots "E" and "F", Stockmans Hollow, a Subdivision in Sarpy County, Nebraska.