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FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
2006-31693  
 2006 SEP 13 P 3:57  
*Sharon J. Dowling*  
 REGISTER OF DEEDS

**ASSIGNMENT AND ASSUMPTION OF LEASE**

**THIS AGREEMENT** is made and entered into effective as of the 28<sup>th</sup> day of August, 2004, by and between **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation, having an office at N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051 ("Assignor"), and **KOHL'S ILLINOIS, INC.**, a Nevada corporation, having an office at 4340 Fox Valley Center Drive, Aurora, Illinois 60504 ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the tenant or successor tenant under the lease or leases described on EXHIBIT A, as the same may have been either directly or indirectly modified, amended, supplemented or assigned (collectively, the "Lease") pursuant to which Assignor leases a portion of the real property described in the Lease and on EXHIBIT B attached hereto (the "Premises"); and

**WHEREAS**, Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in, to and under the Lease upon the terms hereinafter set forth; and

**WHEREAS**, Assignee desires to accept the assignment of the Lease and to assume Assignor's obligations and liabilities thereunder.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Assignment.** Effective as of the date set forth above, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Lease, and Assignor's right, title and interest, if any, in and to the improvements and fixtures erected or located at the Premises, to have and to hold the

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same unto Assignee, its successors and assigns, subject to the terms, covenants and conditions contained in the Lease.

2. **Assumption.** Assignee hereby accepts the assignment of the Lease from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions thereof to be observed or performed by Assignor thereunder from and after the date set forth above.


3. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. **Exhibits.** All exhibits attached hereto are incorporated herein by reference.

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Agreement as of the date first above written.

**ASSIGNOR:**

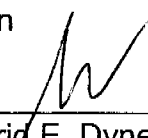
**KOHL'S DEPARTMENT STORES, INC.,**  
a Delaware corporation

By:   
Arlene Meier  
Chief Operating Officer

APPROVED  
MAY 13 2005

**ASSIGNEE:**

**KOHL'S ILLINOIS, INC.,** a Nevada corporation

By:   
Sigrid E. Dynek  
Its: Attorney-in-Fact

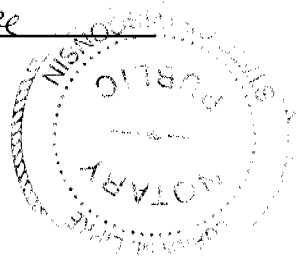
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STATE OF WISCONSIN )  
 )  
 ) SS  
COUNTY OF WAUKESHA )

I, Lu Ann M. Lipke, a Notary Public in and for said County in the State aforesaid, do hereby certify that Arlene Meier, Chief Operating Officer of Kohl's Department Stores, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as said Chief Operating Officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as such officer, as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of May, 2005.

*Lu Ann M. Lipke*  
\_\_\_\_\_  
Notary Public



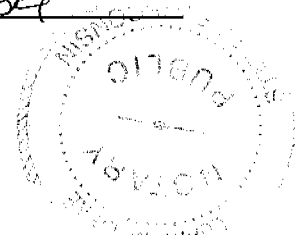
My Commission Expires: November 20, 2005

STATE OF WISCONSIN )  
 )  
 ) SS  
COUNTY OF WAUKESHA )

I, Lu Ann M. Lipke, a Notary Public in and for said County in the State aforesaid, do hereby certify that Sigrid E. Dynek, as Attorney-in-Fact of Kohl's Illinois, Inc., a Nevada corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered such instrument as such manager, as his own free and voluntary act and as the free and voluntary act of said limited liability company and limited partnership, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of May, 2005.

*Lu Ann M. Lipke*  
\_\_\_\_\_  
Notary Public



My Commission Expires: November 20, 2005

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EXHIBIT A  
THE LEASE(S)

Lease by and between Market Pointe, LLC and Kohl's Department Stores, Inc. dated June 16, 2004.

2006-31693 D

**EXHIBIT B**

**THE PREMISES**

Lot 3, Market Pointe Addition, an Addition to the City of Papillion, in Sarpy County, Nebraska.