

FILED SARPY CO. NE.
INSTRUMENT NUMBER

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Gregory J. Dowling

REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEE \$ 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 J. Benvenuto, Esq.
2901 Butterfield Road
Oak Brook, IL 60523-1159
MS-722656 (4 of 4)
Tax ID Nos. 011583018; 011583019; 011589659;
011589660; 011589661; 011590629; 011590630

ASSIGNMENT OF LEASES

27th This Assignment and Assumption of Leases (this "**Agreement**") is made and entered into this day of May, 2015, by 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, LLC. A Delaware limited liability company (hereinafter referred to "**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 Agreement, 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 for all purposes (the "**Property**"); and

WHEREAS, Assignor has agreed to assign to Assignee the leases listed on attached **Exhibit B** (collectively, the "**Leases**").

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:

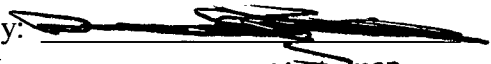
1. **Assignment.** Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's assignable right, title and interest in, to and under the Leases.
2. **Assumption.** Assignee hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with under the Leases arising from and after the date of this Agreement.
3. **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(Signatures on following page)

Signature of Assignee: Assignment of Leases (Kohls & Lowe's)

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
Ruth E. Winter, Notary Public
(Print Name)

My Commission Expires: 7-12-15

EXHIBIT A TO
ASSIGNMENT OF LEASES AND
GUARANTIES PROPERTY

Lots 2 and 3, Market Pointe Addition, an Addition to the City of Papillion, Sarpy County, Nebraska, as amended by Administrative Lot Line Adjustment recorded October 26, 2005 at Instrument No. 2005-39750, records of Sarpy County, Nebraska;

And

Lots 9, 10 and 11, Market Pointe Addition Replat 1, an Addition to the City of Papillion, Sarpy County, Nebraska;

And

Outlots E and F, Stockman's Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT B TO ASSIGNMENT OF LEASES

LEASES

1. Memorandum of Lease between Market Pointe, L.L.C., a Missouri limited liability company, Landlord, and Kohl's Department Stores, Inc., a Delaware Corporation, Tenant, dated June 16, 2004, recorded August 4, 2006 at Instrument No. 2006-26634, records of Sarpy County, Nebraska.

Assignment and Assumption of Lease between Kohl's Department Stores, Inc., a Delaware Corporation, Assignor and Kohl's Illinois, Inc, a Nevada corporation, Assignee, dated August 28, 2004, recorded September 13, 2006 at Instrument No. 2006-31693, records of Sarpy County, Nebraska.

2. Memorandum of Ground Lease between Market Pointe, LLC, a Missouri limited liability company, Landlord, and Lowe's Home Centers, Inc., a North Carolina corporation, Tenant, dated January 23, 2006, recorded January 24, 2006, at Instrument No. 2006-02426, records of Sarpy County, Nebraska.
3. Assignment of Leases and Guarantees dated June 20, 2008 from Market Pointe, LLC, Grantor to Cole MT Papillion NE, LLC Grantee, filed July 3, 2008 as Instrument No. 2008-19157, Records, Sarpy County, Nebraska.