For Release, See Book 2003
Page 599 2-7-03

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

(S)

1. Debtor(s) (Last Name First) and address(es)
WMS Realty Limited Partnership
667 Madison Avenue, 8th Floor
New York, New York 10021

2. Secured Party(ies) and address(es)
The First National Bank of Chicago and J.G. Finley, as Trustees
One First National Plaza
Suite 0126
Chicago, Illinois 60670

For Filing Officer (Date, Time, Number, and Filing Office)

185-3202
DELAWARE COUNTY IOWA
FILED
'92 MAY 1 AM 11 35
BOOK 30 PAGE 1
RECORDER
$32.00
($27.00 CM)

INDEXED IN CHATTEL MTG. INDEX

4. This financing statement covers the following types (or items) of property:

The property covered by this financing statement is located on the land described in Exhibit A and is described on Exhibit B, both such exhibits being attached hereto and made a part hereof. The Debtor is the record owner of such land.

2936-4444

Filed with the Office of County Recorder of Delaware County

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

WMS REALTY LIMITED PARTNERSHIP
:WMS Realty Partner Corp., general partner

By: _____ Title _____
Signature(s) of Debtor(s)

THE FIRST NATIONAL BANK OF CHICAGO
By: _____ VICE PRESIDENT
J.G. Finley
By: _____ Title _____
Signature(s) of Secured Party(ies)

FILE No. 185-3202
RECORDING FEE $ 32.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 1 DAY OF May 19 92 AT 11:35 O'CLOCK A. M. BOOK 30 PAGE 1

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
By TLM CM 31, Deputy

EXHIBIT A

as recorded in Book 6 Plats, page 113,

Lot 1 of the West Commercial Subdivision of part of the Northwest quarter of the Northeast quarter of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, except that portion thereof described in a deed conveying 10.2 acres to the Iowa State Highway Commission dated August 20, 1969, and recorded in Deed Book 88, Page 359 in the office of the Recorder of Delaware County, Iowa, subject to easements of record and more particularly described by metes and bounds as follows:

Commencing at the North quarter corner of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian; thence North 89° 59' 00" East 1317.80 feet along the Northerly line of the Northeast quarter of said Section 31; thence South 00° 07' 16" East 80.13 feet along the Easterly line of the Northwest quarter of the Northeast quarter, of said Section 31, thence South 89° 57' 27" West 644.49 feet along said Southerly right-of-way line; thence South 85° 25' 30" West 38.17 feet along the Southerly right-of-way line of said Iowa Highway number 13 to the Point of Beginning; thence leaving said right-of-way South 00° 10' 45" West 707.67 feet; thence North 89° 49' 15" West 465.83 feet to the Easterly right-of-way line of Iowa Highway number 13; thence North 00° 10' 45" East 550.64 feet along the Easterly right-of-way line of said Iowa Highway number 13; thence North 45° 38' 15" East 184.21 feet along said Easterly right-of-way line; thence North 85° 25' 30" East 335.69 feet along the Southerly right-of-way line of said Iowa Highway number 13 to the point of beginning. Said described parcel containing a total of 312,866.06 square feet (7.1824 acres) more or less. The Northerly line of the Northeast quarter of Section 31, Township 89 North, Range 5 West is assumed to bear North 89° 59' 00" East.

EXHIBIT B

The entire right, title and interest of Debtor in and to the following:

(a) The real property referred to in Exhibit A attached hereto and incorporated herein by this reference (the "Land Parcel") and all buildings, structures and other improvements now or hereafter located on the Land Parcel, and all facilities, machinery, apparatus, installations, equipment (as defined under the Uniform Commercial Code, as enacted in the jurisdiction in which the Land Parcel is located), goods (as defined under the Uniform Commercial Code, as enacted in the jurisdiction in which the Land Parcel is located), and other property which are or are to become fixtures (as defined under the Uniform Commercial Code, as enacted in the jurisdiction in which the Land Parcel is located) related to the Land Parcel and to all buildings, structures, and other improvements now or hereafter located on the Land Parcel (the "Improvements" and, collectively with the Land Parcel, the "Property"), excluding, however, any of the same that is owned by Wal-Mart Stores, Inc., a Delaware corporation ("Tenant") or any other lessee under any leases, subleases or licenses of the Property, any license, concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from such Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by Debtor, (b) all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances in and to the Property, belonging or in any way appertaining thereto, including, without limitation, any streets, ways, alleys, vaults, gores or strips of land adjoining the Land Parcel, together with all agreements and other rights and benefits now or hereafter belonging or pertaining to the Property, (c) all claims or demands of Debtor in law or in equity, in possession or expectancy of, in and to the Property and (d) subject to the provisions of the paragraph following, all rents, income, revenues, issues, awards, proceeds and profits from and in respect of the property described in this paragraph, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described which is now owned or held or is hereafter acquired by Debtor and affixed, attached and annexed to the Property shall be and remain or become and constitute a portion of the security covered by and subject to the lien hereof.

The certain lease relating to the Property under which Tenant is the lessee (the "Lease"), which Lease is more fully described in Schedule B annexed to the Assignment of Leases and Rents (the "Assignment") dated as of April 15, 1992 from Debtor to Secured Parties and filed on the date hereof in the County in which the Land Parcel is located, and as further amended or supplemented from time to time as permitted or as required hereby, thereby or by the Assignment, including the right to all extensions and renewals of the terms thereof, together with all the rights, title and interest of Debtor as lessor thereunder, including the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues, awards, proceeds and profits and other sums of money payable to or receivable by the lessor under the Lease, whether payable as rent or otherwise, including sums of money receivable thereunder by virtue of a release of existing easements or other rights in the nature of easements (but excluding any amount paid by Tenant under Section 20 of the Lease upon Tenant's exercise of the preferential right of purchase contained therein); to receive a substituted property in exchange for a withdrawn property pursuant to the Lease; to bring actions and proceedings under the Lease or for the enforcement thereof; and to do anything which Debtor or any lessor is or may become entitled to do under the Lease.

The Round Lake Beach Collateral (as defined in the Trust Indenture, Mortgage, Deed of Trust, Fixture Filing and Security Agreement, dated as of April 15, 1992, between Debtor and Secured Parties and filed on the date hereof in the County in which the Land Parcel is located (the "Indenture"), and incorporated herein by this reference), subject to the terms of Section 501(c) of the Indenture.

Subject to the provisions of the Lease, any and all moneys and other property which may from time to time become subject to the lien hereof or which may come in to the possession or be subject to the control of the Secured parties pursuant to the Indenture, the Assignment or any other instrument subject to the lien hereof (including the after-acquired property clauses of any of the foregoing), including insurance proceeds and all awards which may at any time be made to Debtor for the taking by eminent domain of the whole or any part of Debtor's interest in the Property or any easement therein and other property, if any, delivered to the Secured Parties by or on behalf of Debtor, it being the intention of Debtor that all property hereafter acquired by Debtor and required to be subjected to the lien of the Indenture, the Assignment or any other instrument subject to the lien hereof shall forthwith upon the

acquisition thereof by Debtor be subject to the lien of this security interest as if such property were now owned by Debtor and were specifically described herein.