(2)

ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE

FOR VALUE RECEIVED, WMS Realty Limited Partnership, a Delaware Limited Partnership, having an office at 667 Madison Avenue, New York, New York 10021, (hereinafter referred to as "Assignor"), hereby conveys, assigns, transfers and sets over unto Wal-Mart Stores, Inc., a Delaware Corporation (hereinafter referred to as "Assignee"), whose mailing address is 701 South Walton Boulevard, Bentonville, Arkansas 72716, all of the right, title and interest of Assignor in and to that certain Lease dated July 3, 1991 between Laurence A. Tisch, as Landlord, and WAL-MART STORES, INC., a Delaware corporation, as Tenant, demising the premises legally described in Exhibit "A" attached hereto and commonly known as the Wal-Mart parcel in Manchester, Iowa (the "Premises"), a Memorandum of which Lease was recorded in Book 2, page 207, in the Office of the Recorder of Deeds, Delaware County, State of Iowa, and which lease was assigned by Laurence A. Tisch to Thomas J. Tisch and Wilma S. Tisch as Trustees of The Thomas J. Tisch 1991 Trust, Daniel R. Tisch and Wilma S. Tisch as Trustees of The Daniel R. Tisch 1991 Trust and James S. Tisch and Wilma S. Tisch as Trustees of The James S. Tisch 1991 Trust by assignment made effective September 24, 1991, recorded in Book 2, Page 225, in the Office of the Recorder of Delaware County, State of Iowa, and which Lease was further assigned to Assignor by Thomas J. Tisch and Wilma S. Tisch as Trustees of The Thomas J. Tisch 1991 Trust, Daniel R. Tisch and Wilma S. Tisch as Trustees of The Daniel R. Tisch 1991 Trust and James S. Tisch and Wilma S. Tisch as Trustees of The James S. Tisch 1991 Trust by assignment made effective April 30, 1992, recorded on May 1, 1992, in Book 3, Page 56, in the Office of the Recorder of Delaware County, State of Iowa.

This Assignment conveys all of Assignor's right to receive the rent and other payments required to be paid under the Lease, subject to the prior rights of the trustees under that certain Assignment of Leases and Rents, dated as of April 15, 1992, by Assignor, as assignor, to The First National Bank of Chicago and J.G. Finley, as trustees and assignees, and recorded under Book 3, page 55, in the office of the Recorder of Delaware County, State of Iowa. This Assignment is made in connection with and as part of a transfer of the Premises from Assignor to Assignee, on this date, December 21, 1993, which is the Effective Date of this Assignment.

By executing this instrument below, Assignee hereby assumes all of the obligations of Assignor as Landlord under the Lease and agrees to indemnify and hold harmless Assignor from any and all liability, damages, costs and expenses (including attorneys fees and court costs) arising out of the Lease from and after the Effective Date.

MANCHESTER, IOWA

FILE No. 349-2071
RECORDING FEE $ 31.00
TRANSFER FEE $

FILED FOR RECORD THE 4 DAY OF Jan, 19 94 AT 3:19
O'CLOCK P. M. BOOK 4 PAGE 146

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

This instrument may be executed in one or more counterparts and shall become effective on the Effective Date set forth in this instrument; each counterpart shall be deemed an original, but all counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument on the 16th day of December, 1993.



ASSIGNOR:

WMS Realty Limited Partnership, a Delaware Limited Partnership
By:WMS Realty Partner Corp., a Delaware Corporation, General Partner

By:_____
President

ASSIGNEE:

Wal-Mart Stores, Inc., a Delaware Corporation

By:_____
Paul R. Carter
Executive Vice President
and Chief Financial Officer

This Document prepared by:
Howard Shatz, Esq.
Shatz, Meier & Scher
18 East 48th Street
New York, New York 10017

Send future tax bills to:
Wal-Mart Stores, Inc.
P.O. Box 116
Bentonville, Arkansas 72716

AFTER RECORDATION RETURN TO:
COMMONWEALTH LAND TITLE INSURANCE COMPANY
14643 DALLAS PARKWAY, SUITE 770
DALLAS, TEXAS 75240
ATTN: Stacie Taylor

This instrument may be executed in one or more counterparts and shall become effective on the Effective Date set forth in this instrument; each counterpart shall be deemed an original, but all counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument on the 16th day of December, 1993.

ASSIGNOR:

WMS Realty Limited Partnership, a Delaware Limited Partnership
By:WMS Realty Partner Corp., a Delaware Corporation, General Partner

By:_____
President

ASSIGNEE:

Wal-Mart Stores, Inc., a Delaware Corporation

By:_____
Paul R. Carter
Executive Vice President and Chief Financial Officer

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Howard Shatz, Esq.
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New York, New York 10017

Send future tax bills to:
Wal-Mart Stores, Inc.
P.O. Box 116
Bentonville, Arkansas 72716

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared THOMAS J. TISCH, who is personally known to me to be a person named in and who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn did acknowledge before me, depose and say to me that he is a (vice) president of WMS Realty Partner Corp., a Delaware Corporation, General Partner of WMS Realty Limited Partnership, a Delaware Limited Partnership, named as one of the parties to the aforementioned legal instrument; that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgement is attached is an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he had signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he had signed and sealed the same in the name of and on behalf of such corporation and of said limited partnership by the authority, order and resolution of its Board of Directors and by the authority of the partners in the limited partnership; that he had signed his name thereto on behalf of said corporation and partnership by like order; that the execution of said legal instrument was the free and voluntary act and deed of said corporation on behalf of the partnership for the consideration, purposes, and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto as such; and that on behalf of said corporation and partnership, he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the 16TH day of DECEMBER, 1993.

My commission expires:

Nancy L. Berry
Notary Public

NANCY L. BERRY
Notary Public, State of New York
NO. 60156999
Qualified in KING COUNTY
My Commission Expires AUG 2, 19 95

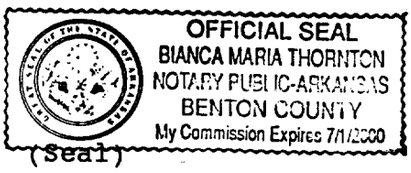
NANCY L. BERRY NOTARY PUBLIC STATE OF NEW YORK

Print Name: _____

STATE OF ARKANSAS)
: ss.:
COUNTY OF BENTON)

I, Bianca Maria Thornton, a Notary Public in and for said County and in said State, hereby certify that Paul R. Carter, whose name as Executive Vice President and Chief Financial Officer of Wal-Mart Stores, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 18th day of December, A.D., 1993.



Bianca Maria Thornton
Notary Public

(Seal)

My Commission Expires:

Manchester, IA

EXHIBIT "A"

Lot 1 of the West Commercial Subdivision as recorded in Book 6 Plats Page 113 and as amended by Surveyors Affidavit filed 8-13-91 in Book 16 Affidavits, Page 371, 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.