

SPECIAL WARRANTY DEED

This document was drafted by:

Wal-Mart Stores East, LP
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Brandi Lewis
(479) 277-1348

After recording return to:

Fidelity National Title Insurance Company
717 North Harwood Street, Suite 800
Dallas, TX 75201
Attn: Rod Faris
(214) 969-5300

This SPECIAL WARRANTY DEED made this January 21, 2004, between WAL-MART STORES EAST, LP, a Delaware limited partnership, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"), and CONCORD 27, LLC, a Wisconsin limited liability company, with an address of 11501 N. Port Washington Road, Suite 200, Mequon, WI 53092 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract(s) of land, containing 40.7 ACRES, more or less, situated, lying, and being in the City of Plymouth, Sheboygan County, Wisconsin, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) The Property shall not be used for any of the following purposes:
 - (i) A discount retail store in excess of twenty-five thousand (25,000) square feet.
 - (ii) A wholesale membership/warehouse club in excess of twenty-five thousand (25,000) square feet.
 - (iii) A grocery store/supermarket in excess of ten thousand (10,000) square feet.
 - (iv) A pharmacy/drug store requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind.
 - (v) A gas station, quick lube/oil change facility, automobile tire sales facility.
 - (vi) Intentionally deleted.
 - (vii) An adult book store, nightclub or discotheque, massage parlor (provided this shall not prohibit massages in connection with a beauty salon or health club, medical facility, or athletic facility), or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials (the term pornographic or obscene shall include, without limitation, a store whose primary use (as opposed to a bookstore offering a general variety of books) is displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering as its primary use for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or X or unrated by the Motion Picture Association of America, or any successor thereto.
 - (viii) A facility principally operated as a bar or tavern (but the Property may be used for a purpose, having on-premises consumption of alcoholic beverages, whose incidental revenues are from the sale of alcoholic beverages).
- (b) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated company, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated company, or its successors and assigns,