

PREPARED BY AND RETURN TO:

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Post Office Box 3475
West Palm Beach, Florida 33402-3475

Parcel Account Number:
33-39-12-00050-0000-00001/0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 31st day of July, 2012, by **VERO MALL, LLC**, a Florida limited liability company, whose post office address is 700 Village Square Crossing #103, Palm Beach Gardens, Florida 33410, hereinafter called the "**Grantor**", to and in favor of **KRG VERO, LLC**, an Indiana limited liability company, whose post office address is 30 South Meridian Street, Suite 1100, Indianapolis, Indiana 46204, hereinafter called the "**Grantee**".

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships and limited liability companies)

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Indian River County, Florida, being more particularly described as follows (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO those matters set forth on Exhibit "B" attached hereto and made a part hereof (the "**Permitted Exceptions**").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that it is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property to Grantee hereunder; and that Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

VERO MALL, LLC, a Florida limited liability company

[Signature]
Print Name: Ryan Whiting

By: [Signature]
Paul B Hanna
Title: Manager

[Signature]
Print Name: Sneri Dunn

STATE OF Colorado)
COUNTY OF Pitkin)

The foregoing instrument was acknowledged before me this 25th day of July, 2012, by Paul B Hanna, as the Manager of VERO MALL, LLC, a Florida limited liability company, on behalf of the company. The above-named person is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public
Print Name: Ryan Whiting
My commission expires: _____



EXHIBIT "A"

PARCEL A

Lot 1, VERO MALL, PD, A PLANNED DEVELOPMENT, according to the Plat thereof filed in the Office of Clerk of the Circuit Court in and for Indian River County, Florida, recorded in Plat Book 16, page 78,

LESS AND EXCEPT a portion of Lot 1, Vero Mall, PD, a Planned Development, according to the Plat thereof filed in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida, recorded in Plat Book 16, Page 78, being more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of Lot 1, as bounded on the South by 12th Street and on the East by the parcel shown on the Plat and designated "not a part of this Plat not included" (the "Not Included Parcel"); thence North 89°26'30" West along the North right of way line of 12th Street, a distance of 25 feet; thence North, parallel to and 25 feet West of the Not included Parcel a distance of 116.50 feet; thence East along the line parallel to and 116.50 feet North of the right of way line of 12th Street as shown on the Plat a distance of 25 feet to the Northwest corner of the Not Included Parcel; thence South 00°39'48" West a distance of 116.50 feet to the Point of Beginning.

PARCEL B

Non-exclusive easements for ingress, egress, utility and drainage purposes, for the benefit of Parcel A described above, created by and described in the Declaration of Restrictions, Covenants and Conditions and Grant of Easements recorded in Official Records Book 1482, page 2696, as amended in Official Records Book 1519, page 2746, and in Official Records Book 2088, page 1085, public records of Indian River County, Florida, less and except any lands which may be described in Parcel A above, Subject to the terms, provisions and conditions set forth in said instrument.

EXHIBIT "B"

1. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
2. Dedications, restrictions, limitations, easements and other matters contained on the Plat of VERO MALL, PD, a Planned Development, according to the Plat thereof recorded in Plat Book 16, page 78.
3. Electric Utility Easement in favor of the City of Vero Beach filed October 31, 1977 in Official Records Book 559, page 181.
4. Utility Easement in favor of Indian River County, filed October 14, 1982 in Official Records Book 650, page 1843.
5. Terms, provisions, covenants, conditions and other matters contained in the Lease dated December 17, 2001, and made by Vero Mall, LLC, and Publix Supermarkets, Inc., evidenced by a Memorandum of Lease filed in Official Record Book 1457, page 1054, as amended in Official Record Book 1522, page 138, and in Official Record Book 1526, page 2553, and amended in Official Records Book 1950, page 646, as affected by Subordination, Non-disturbance and Attornment Agreement filed July 15, 2003 in Official Records Book 1614 page 1060.
6. Terms, provisions, covenants, conditions and other matters contained in the Lease dated April 15, 2003, and made by Vero Mall, LLC and Stein Mart, Inc., evidenced by Memorandum of Lease filed in Official Records Book 1603, page 2400, as affected by Subordination, Non-disturbance and Attornment Agreement filed July 15, 2003 in Official Records Book 1614 page 1066.
7. Easements, restrictions and other covenants to the extent applicable to the Property as set forth in that certain unrecorded Commercial Lease, dated October 25, 2005, by and between Vero Mall, LLC, as lessor, and Starbucks Corporation, as lessee, together with any amendments thereto.
8. Terms, provisions, restrictions, covenants and easements contained Declaration of Restrictions, Covenants and Conditions and Grant of Easements filed in Official Record Book 1482, page 2696, and as amended by First Amendment to Declaration filed in Official Record Book 1519, page 2746, as amended by Second Amendment to Declaration filed October 11, 2006 and in Official Record Book 2088, page 1085.
9. Easement Deed granted to the County of Indian River, filed April 18, 2002 in Official Record Book 1482, page 2730.
10. Easement and Bill of Sale of Utility Facilities to Indian River County filed July 14, 2005 in Official Records Book 1903, page 1844.
11. Easement and Bill of Sale of Utility Facilities to Indian River County filed December 9, 2005 in Official Records Book 1969, page 1694.
12. Easement and Bill of Sale of Utility Facilities to Indian River County, Florida filed August 14, 2003 in Official Records Book 1626, page 502.
13. Easement and Bill of Sale of Utility Facilities to Indian River County, Florida, filed in Official Records Book 2098, page 1283.

14. Terms, covenants, conditions and easements contained in the Non-Exclusive Access Easement Agreement between Vero Mall, LLC, and Washington Mutual Bank, F.A. filed in Official Record Book 1549, page 2151.
15. Reciprocal Non-exclusive Access Easement Agreement by and between Vero Mall, LLC, a Florida corporation, and Mall Center, LLC, a Florida limited liability company filed January 9, 2006 in Official Records Book 1980, page 1965.
16. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
17. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Property.
18. Mortgage (Future Advance) from Vero Mall, LLC, a Florida limited liability company (Borrower), to Fidelity Federal Bank & Trust in the original amount of \$7,600,000.00, filed in Official Record Book 1453, page 2189; as modified and amended by that certain Future Advance Agreement executed by Vero Mall, LLC, dated March 3, 2003 filed March 10, 2003 in Official Record Book 1571, page 1211; as assigned to The Guardian Life Insurance Company of America by Assignment of Mortgage and Obligations filed in Official Record Book 1614, page 991; and as further modified and amended by that certain Renewal Mortgage and Security Agreement with Assignment of Rents and Fixture Filing dated July 9, 2003, by Vero Mall, LLC, a Florida limited liability company, to The Guardian Life Insurance Company of America filed July 15, 2003, in Official Record Book 1614, page 994, as affected by Partial Release of Mortgage and Other Security Instruments recorded November 7, 2005, in Official Record Book 1956, page 1835, all in the Public Records of Indian River County, Florida, said Mortgage being assumed by Grantee simultaneously herewith.
19. Assignment of Rents between Vero Mall, LLC, a Florida limited liability company, to Fidelity Federal Bank & Trust, recorded in Official Records Book 1453, page 2200; as modified and amended by that certain Future Advance Agreement executed by Vero Mall, LLC, dated March 3, 2003 filed March 10, 2003 in Official Record Book 1571, Page 1211; as assigned to The Guardian Life Insurance Company of America by Assignment of Mortgage and Obligations filed in Official Record Book 1614, page 991; and as further modified and amended by that certain Renewal Mortgage and Security Agreement with Assignment of Rents and Fixture Filing dated July 9, 2003, by Vero Mall, LLC, a Florida limited liability company, to The Guardian Life Insurance Company of America filed July 15, 2003, in Official Record Book 1614, page 994, and Assignment of Leases and Rents filed July 15, 2003 in Official Record Book 1614, page 1044, as affected by Partial Release of Mortgage and Other Security Instruments recorded November 7, 2005, in Official Record Book 1956, page 1835, all in the Public Records of Indian River County, Florida, said Assignment being assumed by Grantee simultaneously herewith.
20. UCC-1 Financing Statement filed July 15, 2003 in Official Record Book 1614, page 1054, Public Records of Indian River County, Florida.
21. UCC-1 Financing Statement filed June 1, 2009 in Official Records Book 2344, page 1525, Public Records of Indian River County, Florida.

NOTE: All recording references herein shall refer to the Public Records of Indian River County, Florida, unless otherwise noted.

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