

PREPARED BY AND AFTER RECORDING, RETURN TO:

Vorys, Sater, Seymour and Pease LLP
50 South Main Street, Suite 1200
Akron, Ohio 44308
Attention: Jacinto A. Nunez, Esq.

Property Appraiser's Parcel Identification
No.: 33-39005-00009-0000-00013/0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the 25 day of August, 2023, by Big Lots Stores, LLC, an Ohio limited liability company, successor by conversion to Big Lots Stores, Inc., an Ohio corporation, as successor by merger with BLFL Property LLC, an Ohio limited liability company, whose address is 4900 East Dublin Granville Road, Columbus, OH 43081 hereinafter called Grantor, and BIG VEFL Owner LLC, a Delaware limited liability company whose address is c/o Blue Owl Real Estate Capital LLC 30 North LaSalle, Suite 4140, Chicago, IL 60602, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all of Grantor's right, title and interest in and to those tracts or parcels of land being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

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

SUBJECT TO (i) real estate taxes and assessments which are a lien but not yet due and payable, (ii) zoning and building ordinances, and (iii) all of the matters described on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions").

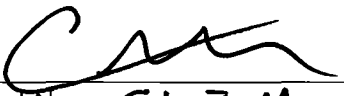
TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but against none other; and that the Property is free of all encumbrances except the Permitted Exceptions.

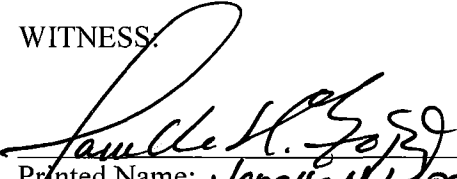
Electronically Recorded By:
Fidelity National Title Insurance Company
580 Village Blvd., Suite 225
West Palm Beach, FL 33409
File Number: GLW2300404

IN WITNESS WHEREOF, Grantor has signed and sealed these presents as of the day and year above written.

WITNESS:



Printed Name: Chris Macke

WITNESS:


Printed Name: Janelle N. Lopez

GRANTOR:

Big Lots Stores, LLC,
an Ohio limited liability company

By: 
Jonathan Ramsden, Executive Vice President and
Chief Financial and Administrative Officer

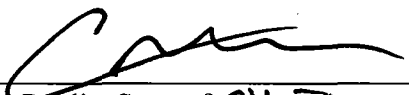
STATE OF Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of August, 2023, by Jonathan Ramsden, as Executive Vice President and Chief Financial and Administrative Officer of Big Lots Stores, LLC, an Ohio limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.



Christopher M. Macke, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.


Notary Public, State of Ohio
Print Name: Chris Macke
Commission No.: _____
My Commission Expires: _____

Signature Page to Special Warranty Deed – Vero Beach, Florida

EXHIBIT A
LEGAL DESCRIPTION

Parcel I:

Indian River Mall Fee Parcel situated in the Northwest 1/4 of Section 5, Township 33 South, Range 39 East, Indian River County, Florida and being more particularly described as follows:

Lots 13, 14 and 15, INDIAN RIVER MALL - THE WEST PERIPHERAL SUBDIVISION as recorded in Plat Book 14, Pages 61, 61 A and 61 B, of the Public Records of Indian River County, Florida, said parcels being further described as beginning at the Southwest corner of said Lot 13, thence run the following courses:

Run North a distance of 489.40 feet to a point; thence run North 45°00'00" East, a distance of 40.90 feet to a point; thence run East, a distance of 309.60 feet to a point; thence run South 00°30'13" West, a distance of 517.60 feet to the Southeast corner of Lot 15, thence run South 89°52'25" West, a distance of 333.97 feet to the said Southwest corner of Lot 13 and the Point of Beginning.

ALSO DESCRIBED AS: Situated in the North 1/2 of Section 5, Township 33 South, Range 39 East, Indian River County, Florida and more particularly described as follows:

Commencing at a point of intersect of the North right-of-way line of State Road 60 Highway, with the West line of Wallace Acres Subdivision, as recorded in Plat Book 7, Page 12, Public Records of Indian River County, Florida; thence South 89°52'37" West along said North right-of-way, a distance of 175.00 feet to the principal point and place of beginning of the following description:

Continuing along said North right-of-way South 89°52'25" West, a distance of 333.97 feet to a point; departing said North right-of-way line, thence North, a distance of 489.40 feet to a point; thence North 45°00'00" East, a distance of 40.90 feet to a point; thence East, a distance of 309.60 feet to a point; thence South 00°30'13" West, a distance of 517.60 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A fee parcel situated in part of Lots 13, 14 and 15, INDIAN RIVER MALL - THE WEST PERIPHERAL as recorded in Plat Book 14, Page 61, 61A and 61 B, the Public Records of Indian River County, Florida, said parcels being more particularly described as follows:

Commencing at the Southwest corner of said Lot 13, thence run North 89°52'25" East along the South boundary line of said Lot 13 also being the North right-of-way line of State Road 60 Highway, a distance of 37.61 feet to the principal point and place of beginning of the following description: thence run North and parallel to the West boundary of said Lot 13, a distance of 227.85 feet; thence run East, a distance of 114.00 feet; thence run South, a distance of 227.60 feet to the aforementioned South boundary line of Lot 13 and North right-of-way line of State Road 60 Highway; thence run South 89°52'25" West along said South boundary line of Lot 13, a distance of 114.00 feet to the Point of Beginning.

Parcel II:

Together with that certain Stormwater Drainage Easement recorded in Official Records Book 1085, Page 2364, as amended by Amendment recorded in Official Records Book 1375, Page 654; and together with that certain Access Easement recorded in Official Records Book 1085, Page 2359.

Prior Instrument Reference: Book 2545, 725 in the Official Records of Indian River County, FL

EXHIBIT B
PERMITTED EXCEPTIONS

1. All matters recorded in Plat Book 10, Page(s) 33.
2. All matters shown on the plat of INDIAN RIVER MALL-THE MALL SUBDIVISION, as recorded in Plat Book 14, Page(s) 59.
3. All matters shown on the plat of INDIAN RIVER MALL-THE EAST PERIPHERAL SUBDIVISION, as recorded in Plat Book 14, Page(s) 60.
4. All matters shown on the plat of INDIAN RIVER MALL-THE WEST PERIPHERAL SUBDIVISION, as recorded in Plat Book 14, Page(s) 61, 61A and 61B.
5. Notice of Adoption of Development Orders recorded in Book 1039, Page 2453, Book 1041, Page 1076, and Book 1063, Page 208.
6. Easement granted to Indian River County by instrument recorded in Book 1072, Page 2576.
7. Limited Access Easement granted to Indian River County, a Political Subdivision of the State of Florida recorded in Book 1082, Page 1840.
8. Sidewalk and Bikeway Easement granted to Indian River County, a Political Subdivision of the State of Florida recorded in Book 1082, Page 1845.
9. Terms and conditions of the Access Easement between DeBartolo Realty Partnership, L.P., a Delaware limited partnership and GMRI, Inc., a Florida corporation recorded in Book 1085, Page 2359.
10. Restrictive covenants, provisions, conditions, easements and other matters as set forth in Special Warranty Deed recorded in Book 1085, Page 2332, as amended by Agreement Amending Deed recorded in Book 1375, Page 640.
11. Terms and conditions of the Stormwater Drainage Easement between DeBartolo Realty Partnership, L.P., a Delaware limited partnership and GMRI, Inc., a Florida corporation recorded in Book 1085, Page 2364 as amended in Book 1375, Page 654.
12. Pipeline Easement granted to NUI Corporation, a New Jersey Corporation d/b/a City Gas Company of Florida of Vero Beach, Florida recorded in Book 1172, Page 1016.
13. Easement granted to City of Vero Beach by instrument recorded in Book 1172, Page 1028.
14. Declaration of Covenants, Conditions, Restrictions and Easements, including any amendments or modifications thereto, recorded in Book 1375, Page 661.
15. Utility Easement granted to City of Vero Beach, a municipal corporation of the State of Florida recorded in Book 1402, Page 1400.
16. All matters shown on survey (the "Survey") prepared by Peter G. Johnson, Professional Surveyor and Mapper LS5913, Blew & Associates, P.A., 3825 North Shiloh Drive, Fayetteville, Arkansas, 72703, dated April 3, 2023, Job No.: 23-1940 including, but not limited to, the following:
 - A. All utility and drainage lines with poles, meters, valves, and other appurtenances; and
 - B. Fence encroachment.