

AFTER RECORDING RETURN TO:

Grantee
c/o Phillips Edison & Company, Ltd.
11501 Northlake Drive
Cincinnati, Ohio 45249

All tax statements shall be sent to the following address:

Grantee
c/o Phillips Edison & Company, Ltd.
11501 Northlake Drive
Cincinnati, Ohio 45249

Property tax account No.:

STATUTORY SPECIAL WARRANTY DEED

(ORS 93.855)

HILFIKER SQUARE, LLC, an Oregon limited liability company, grantor ("Grantor") conveys and specially warrants to HILFIKER STATION LLC, a Delaware limited liability company, grantee ("Grantee"), the real property described in Exhibit A attached hereto free of encumbrances created or suffered by Grantor except those exceptions to the title to said property set forth on Exhibit B attached hereto.

The true consideration for this conveyance is \$8,000,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 26 day of December, 2012.

GRANTOR:

HILFIKER SQUARE, LLC,
an Oregon limited liability company

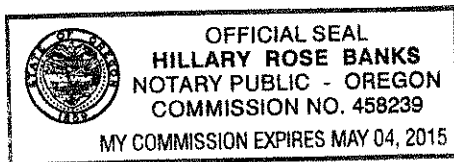
By: MOUNTAIN WEST INVESTMENT CORPORATION,
an Oregon corporation,
Manager

By: [Signature]
Name: JASON E. TOKARSKI
Its: VICE PRESIDENT

STATE OF OREGON)
) SS:
COUNTY OF MARION)

On this 26 day of December, 2012, before me appeared JASON TOKARSKI, to me personally known, who, being by me duly sworn, did say that he/she is the vice president of Mountain West Investment Corporation, an Oregon corporation, the Manager of Hilfiker Square, LLC, as Oregon limited liability company (the "Company"); and that on behalf of said Company, further acknowledged that he/she has authority to act on behalf of said Company to execute the foregoing instrument and acknowledged it as the voluntary act and deed of said Company.

GIVEN under my hand and official seal this 26 day of December, 2012.



[Signature]
Notary Public, State of Oregon
County of Marion
Acting in _____ County _____
My Commission Expires: May 4, 2015

Exhibit "A"

Commencing at a 2 inch Iron Pipe being the Initial corner of "Wildridge" a subdivision recorded in Marion County Book of Town Plats, Volume 35, Page 40, located in the Southeast quarter of Section 10, Township 8 South, Range 3 West, of the Willamette Meridian, City of Salem, Marion County, Oregon; thence along the South right of way of Hilfiker Lane SE North 89°48'10" West 300.00 feet to the True Point of beginning; thence along said right of way North 89°48'10" West 516.29 feet; thence 47.33 feet along a 25.00 foot radius curve to the left (the chord of which bears South 35°57'25" West 40.57 feet) to the East right of way of Commercial Street SE; thence along said right of way South 18°17'00" East 263.37 feet; thence North 89°48'00" East 233.44 feet; thence South 00°12'00" East 32.49 feet; thence North 89°48'00" East 194.34 feet; thence South 00°12'00" East 4.91 feet; thence North 89°48'00" East 15.33 feet; thence North 00°12'00" West 4.91 feet; thence North 89°48'00" East 15.33 feet; thence North 00°11'39" West 312.03 feet to the True Point of Beginning

TOGETHER WITH a mutual nonexclusive easement for ingress, egress and utilities as provided under Article 3 of Reel 339 Page 726 and subject to the provisions set forth therein, and Reel 339 Page 748.

EXHIBIT B TO DEED

1. City liens, if any, of the City of Salem. (None as of Recording Date)
2. Regulations, including levies, liens, assessments, rights of way and easements of the Marion Soil and Water Conservation District.
(None as of Recording Date)
3. An easement created by instrument, including the terms and provisions thereof,
Dated : September 22, 1921
Recorded : November 29, 1921 Volume: 164 Page: 337
In Favor Of : The Pacific Telephone and Telegraph Company,
its successors and assigns
For : Utility
Affects : Parcel IV
4. An easement created by instrument, including the terms and provisions thereof,
Dated : July 2, 1936
Recorded : July 22, 1936 Volume: 225 Page: 394
In Favor Of : The Pacific Telephone and Telegraph Company,
a California Corporation, its successors and assigns
For : Utility
Affects : Parcel IV
5. An easement created by instrument, including the terms and provisions thereof,
Dated : January 12, 1965
Recorded : February 17, 1965 Volume: 597 Page: 67
In Favor Of : The City of Salem, a municipal corporation
For : Underground sewer pipeline
Affects : Parcel VI
(As shown on survey)
6. An easement created by instrument, including the terms and provisions thereof,
Dated : March 11, 1966
Recorded : March 30, 1966 Volume: 614 Page: 706
In Favor Of : City of Salem, a municipal corporation
For : Underground sewer pipeline
Affects : Parcel IV
7. An easement created by instrument, including the terms and provisions thereof,
Dated : February 16, 1966
Recorded : March 30, 1966 Volume: 614 Page: 710
In Favor Of : City of Salem, a municipal corporation
For : Underground sewer pipeline
Affects : Parcel IV

CHICAGO TITLE INSURANCE COMPANY

8. Agreement for: Set back, including the terms and provisions thereof,
Dated : May 9, 1972
Recorded : June 29, 1972 Volume: 729 Page: 635
Executed by : Clyde J. Mosher, Jack H. Burns and James B. Sonderson
and Between : City of Salem, Oregon
Affects : Parcel VI
9. Covenants, easements and restrictions, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument including the terms and provisions thereof,
Recorded : March 28, 1984 Reel: 339 Page: 726
Affects : Parcels I, II, III, IV, V, VI, VII, VIII and includes additional property
- Modified by an instrument, including the terms and provisions thereof,
Recorded : September 12, 1984 Reel: 356 Page: 578
- Amended by instrument, including the terms and provisions thereof,
Recorded : November 30, 2010 Reel: 3237 Page: 469
10. Agreement for: Non-exclusive pedestrian walkway, including the terms and provisions thereof,
Dated : March 28, 1984
Recorded : March 28, 1984 Reel: 339 Page: 748
Executed by : Pay Less Drug Stores Northwest, Inc.,
a Maryland Corporation
and Between : Albertson's Inc., a Delaware Corporation
Affects : South line of VII and VIII
11. Agreement for: Common Area Maintenance, including the terms and provisions thereof,
Dated : March 28, 1984
Recorded : March 28, 1984 Reel: 339 Page: 754
Executed by : Pay Less Drug Stores Northwest, Inc.,
a Maryland corporation
and Between : Albertson's Inc., a Delaware Corporation
Affects : Parcels I, II, III, IV, V, VI, VII, VIII and includes additional property
- Modified by an instrument, including the terms and provisions thereof,
Recorded : July 12, 1984 Reel: 350 Page: 703
12. Agreement for: Removal, including the terms and provisions thereof,
Dated : September 21, 1984
Recorded : September 28, 1984 Reel: 358 Page: 10
Executed by : Albertson's Inc.
and Between : City of Salem, Oregon
Affects : Parcels I, II, III, IV, V, VI, and VII

13. Agreement for: Set back, including the terms and provisions thereof,
Dated : October 5, 1984
Recorded : October 11, 1984 Reel: 359 Page: 359
Executed by : Payless/Albertsons
and Between : City of Salem, Oregon
Affects : Parcel VIII and includes additional property
14. An easement created by instrument, including the terms and provisions thereof,
Dated : January 23, 1985
Recorded : April 11, 1985 Reel: 385 Page: 270
In Favor Of : City of Salem, a municipal corporation
For : Sanitary sewer pipeline
(As shown on survey)
15. An easement created by instrument, including the terms and provisions thereof,
Dated : January 23, 1985
Recorded : April 11, 1985 Reel: 385 Page: 271
In Favor Of : City of Salem, a municipal corporation
For : Underground storm drain
Affects : Parcel V and VII
(As shown on survey)
16. An easement created by instrument, including the terms and provisions thereof,
Dated : January 28, 1985
Recorded : April 11, 1985 Reel: 385 Page: 272
In Favor Of : City of Salem, a municipal corporation
For : Water pipeline
Affects : Parcel IV, V, and VII
(As shown on survey)
17. Agreement for: Terminable Access Easement, including the terms and provisions thereof,
Dated : July 30, 1985
Recorded : August 16, 1985 Reel: 409 Page: 158
Executed by : Albertson's Inc., a Delaware Corporation,
Pay Less Drug Stores Northwest, Inc., a Maryland corporation
and Between : Donald R. Wyant Sr. and Martin L. Peterson, doing business as
Wyant-Peterson Company
Affects : Parcels I, II, III, IV, V, VI, VII, VIII and
includes additional property
18. Unrecorded lease, including the terms and provisions thereof,
Dated : June 18, 2010
By and : Mountain West Investment Corporation
Between : Trader Joe's Company, a California corporation
as disclosed by instrument,
Recorded : November 30, 2010 Reel: 3237 Page: 469
19. Unrecorded lease, including the terms and provisions thereof,
Dated : October 7, 2011
By and : Hilfiker Square LLC
Between : Petco Animal Supplies Stores Inc.
as disclosed by instrument,
Recorded : December 30, 2011 Reel: 3346 Page: 129

29. Encroachments of the building at the Southwest corner of the building beyond the subject property, as disclosed by MSI Project No. 28250, prepared by Millman National Land Services.
(The encroachment is permitted under the Covenants, Easements and restrictions recorded March 29, 1984, Reel 339, Page 726.)
30. Encroachments of the building as follows: 1.) Sewer pipeline easement to the City of Salem in Volume 614 Page 706 and 2.) Sewer pipeline easement to the City of Salem in Volume 614 Page 710, all as disclosed by MSI Project No. 28250, prepared by Millman National Land Services.

END OF EXCEPTIONS

REEL: 3458

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December 28, 2012, 03:39 pm.

CONTROL #: 330190

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 71.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.