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121.75
RH
RETURNABLE

First American
**PREPARED BY, AND
RECORD AND RETURN TO:**

The Hanover Company
Attention: Tami Feigl
5847 San Felipe, Suite 3600
Houston, Texas 77057

*UPI
Tax Parcel No.: 41-5-90.2 ✓



COPY

Deed

THIS INDENTURE, made the 1 day of November, 2018, but effective as of November 1st, 2018.

BETWEEN PR EXTON SQUARE PROPERTY, L.P., a Delaware limited partnership (hereinafter referred to as the "Grantor"), having an address c/o PREIT Services LLC, The Bellevue, Third Floor, 200 South Broad Street, Philadelphia, PA 19102, of the one part, and NWHAN EXTONPA DEVELOPMENT LLC, a Delaware limited liability company (hereinafter referred to as the "Grantee"), having an address c/o The Hanover Company, 5847 San Felipe, Suite 3600, Houston, TX 77057, of the other part,

WITNESSETH, that the said Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) lawful money of the United States of America and other good and valuable consideration unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN parcel or tract of land located in the Township of West Whiteland, County of Chester, Commonwealth of Pennsylvania, as more fully described on *Exhibit A* attached hereto and incorporated herein by this reference (the "Land");

BEING PART OF the same premises which James Severin Dick and Louise L. Dick, or their successors in Trust under The Dick Living Trust, Lindsay L. Brockell and Susan J. Lattomus, by Deed dated February 27, 2016 and recorded March 7, 2016 in the Chester County Recorder's Office at Record Book 9273, Page 1126, granted and conveyed unto Grantor;

DOC # 11638830 11/09/2018 01:37 PM
Receipt #: 18-36556
Rec Fee: \$121.75 State: \$103001.95 Local: \$103001.95
Chester County, Recorder of Deeds

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TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof;

TOGETHER WITH all and singular the Grantor's right, title and interest in any other property otherwise benefiting and appurtenant to the Land, including, without limitation, all oil, gas, minerals, water, wastewater and water rights, wells, well rights and well permits; water and sewer taps; wastewater, sanitary or storm sewer capacity or reservations; rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to the Land, and all impact fees or utility credits with respect thereto; all permits, entitlements, and development rights related to the Land;

TOGETHER WITH all the estate, right, title, interest, property, claim, and demand whatsoever of it, the said Grantor, in law or in equity, or otherwise howsoever, of, in, and to the same and every part thereof (together with the Land, the "Property").

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever;

SUBJECT ONLY TO the Permitted Exceptions (herein so called) described on attached *Exhibit B*;

AND the said Grantor, for itself and its successors and assigns, does covenant, promise, and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under it, them, or any of them, shall and will, SUBJECT as aforesaid, SPECIALLY WARRANT and FOREVER DEFEND.

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[DEED SIGNATURE AND ACKNOWLEDGMENT PAGE]
CERTIFICATE OF RESIDENCE

I hereby certify that the address of Grantee is:

5847 San Felipe, Suite 3600
Houston, Texas 77057

Witness the due execution hereof this 7th day of November, 2018.

Kathy K. Binford
Kathy K. Binford

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Exhibit A
Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN WEST WHITELAND TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SHOWN AS PARCEL H ON THE SUBDIVISION PLAN ENTITLED "PRELIMINARY/FINAL LAND DEVELOPMENT PLANS FOR PR EXTON SQUARE PROPERTY LP, EXTON SQUARE MALL" PREPARED BY BOHLER ENGINEERING, DESIGNATED PROJECT NO. PP170584, DATED 03/29/2018 AND LAST REVISED 09/24/2018, AND RECORDED OCTOBER 16, 2018 IN PLAN BOOK 20421 AT PAGE 1 OF THE CHESTER COUNTY, PENNSYLVANIA, RECORDER OF DEEDS OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF POTTSTOWN PIKE (A,K,A, S,R, 0100, VARIABLE WIDTH RIGHT-OF-WAY) AT THE INTERSECTION WITH THE DIVIDING LINE BETWEEN T.M.P. 41-5-90 AND T.M.P. 41-5-57, LANDS NOW OR FORMERLY ALEXANDER STERLING, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE COMMON DIVIDING LINE BETWEEN T.M.P. 41-5-90, T.M.P. 41-5-57 AND T.M.P. 41-5-57.2 LANDS NOW OR FORMERLY, 100 BRENTWOOD ASSOCIATES, L.P., NORTH 60 DEGREES - 05 MINUTES - 25 SECONDS EAST, A DISTANCE OF 280.69 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING TWENTY (20) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH T.M.P. 41-5-90:

2. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 49 DEGREES - 51 MINUTES - 17 SECONDS, AN ARC LENGTH OF 43.51 FEET, A CHORD BEARING SOUTH 83 DEGREES - 14 MINUTES - 41 SECONDS EAST AND A CHORD DISTANCE OF 42.15 FEET TO A POINT OF CURVATURE, THENCE;

3. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 60.69 FEET, A CENTRAL ANGLE OF 30 DEGREES - 21 MINUTES - 25 SECONDS, AN ARC LENGTH OF 32.15 FEET, A CHORD BEARING NORTH 55 DEGREES - 06 MINUTES - 49 SECONDS EAST AND A CHORD DISTANCE OF 31.78 FEET TO A POINT OF REVERSE CURVATURE, THENCE;

4. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12 DEGREES - 08 MINUTES - 04 SECONDS, AN ARC LENGTH OF 31.77 FEET, A CHORD BEARING NORTH 54 DEGREES - 01 MINUTES - 56 SECONDS EAST AND A CHORD DISTANCE OF 31.71 FEET TO A POINT, THENCE;

5. NORTH 60 DEGREES - 05 MINUTES - 58 SECONDS EAST, A DISTANCE OF 117.55 FEET TO A POINT, THENCE;



6. NORTH 60 DEGREES - 34 MINUTES - 55 SECONDS EAST, A DISTANCE OF 129.83 FEET TO A POINT OF CURVATURE, THENCE;
7. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 125.08 FEET, A CENTRAL ANGLE OF 20 DEGREES - 04 MINUTES - 57 SECONDS, AN ARC LENGTH OF 43.84 FEET, A CHORD BEARING NORTH 69 DEGREES - 09 MINUTES - 49 SECONDS EAST AND A CHORD DISTANCE OF 43.62 FEET TO A POINT, THENCE;
8. NORTH 83 DEGREES - 13 MINUTES - 57 SECONDS EAST, A DISTANCE OF 49.23 FEET TO A POINT, THENCE;
9. SOUTH 29 DEGREES - 50 MINUTES - 25 SECONDS EAST, A DISTANCE OF 76.76 FEET TO A POINT, THENCE;
10. SOUTH 08 DEGREES - 16 MINUTES - 39 SECONDS EAST, A DISTANCE OF 43.60 FEET TO A POINT, THENCE;
11. SOUTH 04 DEGREES - 52 MINUTES - 52 SECONDS WEST, A DISTANCE OF 63.59 FEET TO A POINT OF CURVATURE, THENCE;
12. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 13 DEGREES - 19 MINUTES - 34 SECONDS, AN ARC LENGTH OF 5.82 FEET, A CHORD BEARING SOUTH 01 DEGREES - 46 MINUTES - 44 SECONDS EAST AND A CHORD DISTANCE OF 5.80 FEET TO A POINT, THENCE;
13. SOUTH 08 DEGREES - 26 MINUTES - 30 SECONDS EAST, A DISTANCE OF 72.34 FEET TO A POINT OF CURVATURE, THENCE;
14. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89 DEGREES - 56 MINUTES - 52 SECONDS, AN ARC LENGTH OF 54.95 FEET, A CHORD BEARING SOUTH 36 DEGREES - 31 MINUTES - 56 SECONDS WEST AND A CHORD DISTANCE OF 49.47 FEET TO A POINT, THENCE;
15. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 509.90 FEET, A CENTRAL ANGLE OF 21 DEGREES - 55 MINUTES - 47 SECONDS, AN ARC LENGTH OF 195.16 FEET, A CHORD BEARING SOUTH 71 DEGREES - 09 MINUTES - 05 SECONDS WEST AND A CHORD DISTANCE OF 193.98 FEET TO A POINT, THENCE;
16. SOUTH 60 DEGREES - 12 MINUTES - 13 SECONDS WEST, A DISTANCE OF 30.02 FEET TO A POINT, THENCE;



17. SOUTH 70 DEGREES - 33 MINUTES - 40 SECONDS WEST, A DISTANCE OF 76.18 FEET TO A POINT, THENCE;
18. SOUTH 60 DEGREES - 13 MINUTES - 45 SECONDS WEST, A DISTANCE OF 96.01 FEET TO A POINT, THENCE;
19. SOUTH 59 DEGREES - 44 MINUTES - 19 SECONDS WEST, A DISTANCE OF 83.01 FEET TO A POINT OF CURVATURE, THENCE;
20. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 360.22 FEET, A CENTRAL ANGLE OF 11 DEGREES - 39 MINUTES - 12 SECONDS, AN ARC LENGTH OF 73.27 FEET, A CHORD BEARING SOUTH 62 DEGREES - 16 MINUTES - 42 SECONDS WEST AND A CHORD DISTANCE OF 73.14 FEET TO A POINT OF CURVATURE, THENCE;
21. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 49.71 FEET, A CENTRAL ANGLE OF 58 DEGREES - 38 MINUTES - 36 SECONDS, AN ARC LENGTH OF 50.88 FEET, A CHORD BEARING NORTH 84 DEGREES - 37 MINUTES - 59 SECONDS WEST AND A CHORD DISTANCE OF 48.69 FEET TO A POINT ON THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF POTTSTOWN PIKE, THENCE;
22. ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF POTTSTOWN PIKE, NORTH 29 DEGREES - 42 MINUTES - 54 SECONDS WEST, A DISTANCE OF 226.40 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 177,307 SQUARE FEET OR 4.070 ACRES



EXHIBIT B

PERMITTED EXCEPTIONS

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EXHIBIT B

Permitted Exceptions

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area content and encroachments, which an accurate and satisfactory Land Title Survey would disclose.
2. Rights granted to Sinclair Refining, Co. as set forth in Misc. Deed Book 77 Page 174, assigned in Assignment Book 20 Page 529 (copy unavailable) and Misc. Deed Book 154 Page 283.
3. Rights granted to Laurel Pipe Line Company as set forth in Misc. Deed Book 117 Page 173. Said easement is as shown on that certain ALTA/NSPS Land Title Survey prepared by James C. Weed, Pennsylvania Professional Land Surveyor No. SU075250, of Control Point Associates, Inc., dated August 16, 2017, as last revised, designated File No. 02-140375-04 ("Survey").
4. Rights granted to The Bell Telephone Company of Pennsylvania as set forth in Misc. Deed Book 188 Page 208.
5. Rights granted to Philadelphia Electric Company as set forth in Misc. Deed Book 188 Page 323.
6. Easements as set forth in Record Book 386 Page 26.
7. Terms and conditions of Perpetual Easement Agreement by and between Louise L. Dick, Trustee under Trust Agreement dated June 14, 1990, and Whiteland Holding Limited Partnership and Kmart Corporation and Exton Square, Inc. as set forth in Record Book 4439 Page 1596, as affected by Amended and Restated Construction, Operation and Reciprocal Easement Agreement as set forth in Record Book 4590 Page 424, and as further affected by First Amendment to Perpetual Easement Agreement of even date herewith.
8. Rights granted to Philadelphia Suburban Water Company as set forth in Record Book 4466 Page 1153.
9. Terms and conditions of Lease to Whole Foods Market Group, Inc. as evidenced by a Memorandum thereof recorded in Record Book 9417 Page 1958, as affected by unrecorded Second Amendment to Lease evidenced by Memorandum of Lease Amendment Agreement of even date herewith between PR Exton Square Property L.P. and Whole Foods Market Group, Inc.
10. Rights granted to PECO Energy Company as set forth in Record Book 9502 Page 1979.
11. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Chester County, Pennsylvania in Plan No. 16697, Plan No. 20031 and Plan No. 14622, including,

Exhibit "B"

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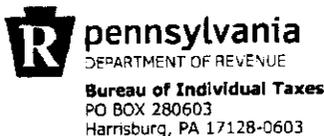


without limitation, the following items as shown on the Survey:

- a. 25 foot building and parking setback line,
 - b. 10 foot parking setback line,
 - c. legal right-of-way line, and
 - d. basin.
12. The Survey discloses the following:
- a. Apparent easement for guy pole and overhead line in the northwesterly portion of the land,
 - b. Apparent easement for 12" pipe crossing the northerly boundary line of the land,
 - c. Apparent easement for underground water line in the northern and northeastern portions of the land,
 - d. Apparent easement for underground gas lines in the northeasterly portion of the land, and
 - e. Apparent easements for various storm drainage lines.
13. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Chester County, Pennsylvania in Plan Book 20421 at Page 1.

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REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	103,001.95
Book Number	9842
Page Number	68
Date Recorded	11/9/18

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Reuben H. Asia, Esq.		Telephone Number: (215) 988-2810	
Mailing Address Drinker Biddle & Reath LLP, One Logan Square, Suite 2000		City Philadelphia	State PA
		ZIP Code 19103	

B. TRANSFER DATA

Date of Acceptance of Document 11/17/2018			
Grantor(s)/Lessor(s) PR Exton Square Property, L.P		Telephone Number: (215) 875-0700	Grantee(s)/Lessee(s) NWHAN Exton PA Development LLC
Mailing Address c/o PREIT Services, The Bellevue, 3rd Fl., 200 S. Broad St.		Mailing Address c/o The Hanover Company, 5847 San Felipe, Suite 3600	
City Philadelphia	State PA	ZIP Code 19102	City Houston
			State TX
			ZIP Code 77057

C. REAL ESTATE LOCATION

Street Address 175 N. Pottstown Pike, Exton, PA		City, Township, Borough Township of West Whiteland	
County Chester	School District West Chester Area	Tax Parcel Number 41-5-90.2	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 10,300,195.00	2. Other Consideration + 0.00	3. Total Consideration = 10,300,195.00
4. County Assessed Value *Recently subdivided - not yet assessed.	5. Common Level Ratio Factor x 1.95	6. Computed Value = * N/A

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
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2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 11/2/18
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

