

RESOLUTION NO. 2013 - 153

A RESOLUTION APPROVING AN AGREEMENT RELATING TO TAX INCREMENT FINANCING MATTER, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the Board of Township Trustees is a party to a certain Tax Increment Service and Cooperative Agreement (the "Agreement") dated as of January 1, 2008 between and among the Port of Greater Cincinnati Development Authority (the "Port"), Sycamore Township, Ohio (the "Township"), Bear Creek Capital, LLC ("BCC") and Kenwood Towne Place, LLC ("KTP"; and

WHEREAS, certain defaults have occurred on the part of BCC and KTP with regard to their obligations under the Agreement and on other obligations they incurred in relation to the real property that is subject to the Kenwood Towne Place TIF; and

WHEREAS, as a result of a foreclosure on the real property that is subject to the Sycamore Township Kenwood Towne Place tax increment financing plan project, the real property that is the subject of that project is presently owned by Spyder Station LLC ("Spyder"), a Delaware limited liability company; and

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to enter into an agreement with the Port and Spyder in order to expedite the completion of the public and private improvements that are the subject of the Kenwood Towne Place Tax Increment Financing Project in Sycamore Township;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board of Township Trustees hereby approves an agreement with the Port of Greater Cincinnati Development Authority and Spyder Station LLC to expedite the completion of the public and private improvements as set forth in the Kenwood Towne Place Tax Increment Financing Project in substantially the same form as that set forth on the attached Exhibit A. The President of the Board and the Township Administrator are hereby authorized and directed to execute the Agreement on behalf of Sycamore Township, subject to the approval of the Township Law Director, and are further authorized to execute any additional documents necessary to proceed with the completion of the public and private improvements after the approval of the Law Director.

SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its

first reading.

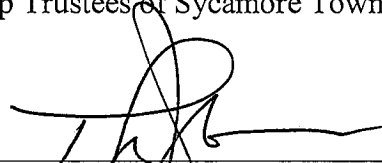
SECTION 3.

Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for a timely execution of the agreement in order to expedite the completion of the improvements.

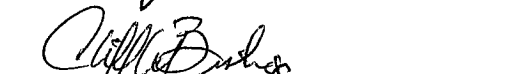
VOTE RECORD:

Mr. Bishop Aye Mr. Connor Aye Mr. Weidman Aye

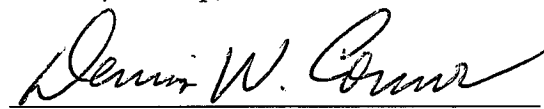
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 18th day of September, 2013.



Thomas J. Weidman, President



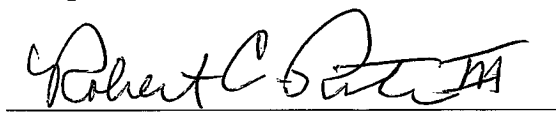
Cliff W. Bishop, Vice President



Dennis W. Connor, Trustee

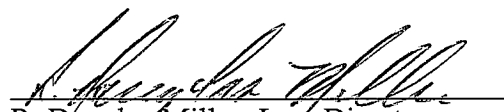
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 18th day of September, 2013.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

Deadline Extension and Default Waiver Agreement

This Deadline Extension and Default Waiver Agreement (“**Agreement**”) is entered into this ____ day of September, 2013 by and among the Port of Greater Cincinnati Development Authority (“**Port Authority**”), Sycamore Township, Ohio (“**Township**”), Spyder Station LLC, a Delaware limited liability company (“**Spyder Station**”), and U.S. Bank National Association, as trustee under the Trust Indenture referred to below (“**Trustee**”), under the following circumstances (with terms used as defined terms and not otherwise defined herein being used as defined in the Master Definitions List appended to that Trust Indenture):

A. Pursuant to the Cooperative Agreement: (i) the Port Authority, in cooperation with the Township, agreed to and did provide for the acquisition, financing, construction, management, maintenance and operation of the Project as described below, (ii) the Developer Parties agreed to acquire and construct the Developer Private Improvements, including the Development to be constructed on the Development Site, by the Development Completion Deadline (originally June 30, 2010) in accordance with the Development Plans and Specifications, (iii) KTP agreed to timely pay, or that the Owner or Owners of fee title to the Site would timely pay, the Service Payments and any Supplemental Payments or other amounts payable thereunder (collectively, “**Owner Payments**”), and (iv) the Township agreed to and did contribute and assign the Assigned Service Payments and any Supplemental Payments to the Port Authority as Township Contributions, for further assignment by the Port Authority to the Trustee for application pursuant to the Trust Indenture dated as of January 1, 2008 between the Port Authority and the Trustee (“**Indenture**”); and

B. On the Closing Date, the Port Authority issued the Series 2008A Bonds and the Series 2008B Bonds, with Bond Service Charges and Purchase Price payments initially secured and provided for by Letters of Credit delivered to the Trustee by LaSalle Bank National Association (together with Bank of America, N.A., as its successor, “**Original LOC Bank**”) pursuant to the Series 2008A Reimbursement Agreement and the Series 2008B Reimbursement Agreement respectively, both between KTP and the Original LOC Bank (together “**Reimbursement Agreements**”); and

C. Pursuant to the Transaction Documents, the Port Authority: (i) leased the Project Site from KTP pursuant to the Ground Lease, (ii) imposed on the Development (and the Owners) certain covenants, agreements and obligations (“**TIF Lien Covenants**”), including the covenants, agreements and obligations of KTP, as Owner, under the Cooperative Agreement sections identified in Section 9(c)(i) of the Ground Lease, and the obligation to timely pay all of the Owner Payments, (iii) agreed to utilize proceeds of the Bonds together with the Developer Cost Deposit to pay or provide for Costs of the acquisition and construction of the Project Facilities, (iv) contracted with KTP pursuant to the Construction Agency Agreement (herein “**KTP Construction Agreement**”) for construction of the Project Facilities, in accordance with the Project Plans and Specifications, by the Project Completion Deadline (originally June 30, 2009), (v) contracted with Bear Creek pursuant to a Public Improvements Management and Maintenance Agreement (herein “**BC Management Agreement**”), to operate, maintain, repair, replace and provide for the expenses, including Routine Maintenance, Capital Repairs and other expenses, of the Project Facilities from and after completion and during the term thereof, and (vi) required and obtained the Completion Guaranty from the Developer Parties (“**KTP/BC Completion Guaranty**”) relating to

timely completion of and payment for the Project Facilities and the Developer Private Improvements; and

D. The Original LOC Bank did not extend either Letter of Credit and all of the Bonds were tendered and purchased on February 1, 2011 with proceeds of a tender draw on the respective Letter of Credit, and the Original LOC Bank became the sole beneficial owner of all of the Bonds as Pledged Bonds under the Indenture, and thereafter the Trustee declared one or more Events of Default under the Indenture, including as a result of notice given by the Original LOC Bank and received by the Trustee as described in Section 7.01(f) of the Indenture (“**Bank Notice Defaults**”) and certain defaults thereafter in the payment of Bond Service Charges or other payments (collectively, whether or not declared, “**Payment Defaults**”); and

E. In connection with certain litigation relating to the Development and Project (“**Litigation**”) and pursuant to (i) Court orders therein, (ii) related agreements among Phillips Edison & Company Ltd., an Ohio limited liability company (“**Phillips Edison**”), and/or Phillips Edison Strategic Investment Fund II LLC, a Delaware limited liability company authorized to transact business in the State (“**SIF II**”), Spyder Station (affiliated with Phillips Edison through SIF II, its sole member, and its manager), and the Construction Lender, and (iii) a Sheriff’s Deed recorded on September 26, 2012 in the Official Records of the Hamilton County Recorder at Book 12126, Page 2105 (“**Spyder Station Deed**”), Spyder Station acquired the Development and Development Site and, since that time, has been and is currently the sole Owner under the Cooperative Agreement and the Ground Lessor under the Ground Lease; and

F. Pursuant to an Assignment and Assumption dated as of September 28, 2012 (“**LOC Bank Assignment**”), the Original LOC Bank assigned to Spyder Station all of its right, title and interest in and to the Reimbursement Agreements and the remaining security for the obligations of KTP under the Reimbursement Agreements including, without limitation, all right, title and interest of the Original LOC Bank in and to the Bonds and, with the consent of the Port Authority, certain collateral assignments made to the Original LOC Bank by the Developer Parties (including collateral assignments relating to their interests in and rights under the Cooperative Agreement, the BC Management Agreement, the KTP Construction Agreement and other “**TIF Financing Documents**”, as defined in the Construction Financing Agreement), whereupon Spyder Station, as assignee of the Original LOC Bank (as such, referred to herein as “**Assignee**”) stepped into the shoes of the Original LOC Bank as (i) the sole beneficial owner of all of the Bonds (which remain Pledged Bonds under the Indenture) and (ii) the sole holder or owner of (x) the Original LOC Bank’s rights under the Reimbursement Agreements and Indenture and (y) the Developer Parties’ rights, title and interest in and to the Project Plans and Specifications and under the BC Management Agreement and the KTP Construction Agreement; and

G. Spyder Station, as Owner and Assignee, has represented to the Port Authority, the Township and the Trustee that it is willing to complete the construction of the Project Facilities substantially in accordance with the Project Plans and Specifications (“**Project Completion**”), and to make certain improvements to the Project Facilities to the extent authorized by the Port Authority in accordance herewith, all at its sole cost except to the extent of the amount previously disbursed to the Port Authority from the Project Fund as a result of its setoff claim in the Litigation (\$1.25 million) less any amounts paid or reimbursed by the Port Authority on behalf of Spyder Station for costs relating to the Project (“**Setoff Amount**”), and has further represented that (i) the Project Completion work will be completed sufficiently to obtain, and Spyder Station will obtain

for the Port Authority, a final certificate of occupancy from the County permitting use of all or substantially all of the parking spaces in the Garage (“**Final C/O**”), together with any approvals needed from the Township for such use, not later than December 31, 2015 (“**Project Occupancy Deadline**”), and (ii) all construction with respect to Project Completion will be completed not later than the Development Completion Deadline (as extended herein), and Spyder Station has requested that the Project Completion Deadline be amended, and the delivery requirements applicable to the Project Facilities, be supplemented and revised to the extent necessary to accommodate that construction schedule; and

H. Spyder Station, as Owner, has (i) represented to the Port Authority, the Township and the Trustee that it is willing to complete the construction of the Developer Private Improvements in accordance with the Development Plans and Specifications as revised consistent with the Cooperative Agreement, at its sole cost and with a minimum anticipated additional construction investment of not less than \$30,000,000 (“**Additional Investment Requirement**”), and that such construction is reasonably expected to be completed not later than June 30, 2017, (ii) acknowledged that the amount and timing of the additional investment made in completing the Developer Private Improvements is likely to affect the valuation of the Development, the amount of Service Payments and Assigned Service Payments available to pay Bond Service Charges on the Bonds, the reliance on Supplemental Payments for the payment of Bond Service Charges and Administrative Expenses due under the Indenture, and the marketability and pricing of any portion of the Bonds that are ultimately remarketed (and any refunding bonds), and (iii) requested an extension of the Development Completion Deadline and implementation of the Additional Investment Requirement (to replace any other Developer Private Improvement investment requirement) under the Cooperative Agreement consistent herewith; and

I. Spyder Station, as Assignee (as and on behalf of the Holders and the Letter of Credit Banks), has approved all matters herein relating to the rights, duties and responsibilities of the Trustee, the Holders and the Letter of Credit Banks and, to the extent relating to or affecting any rights of the Holders or of the Letter of Credit Banks, has authorized and directed the Trustee to agree to all such matters, to enter into this Agreement, and to take the actions required of the Trustee pursuant to this Agreement; and

J. Prior to the date hereof, all Payment Defaults under the Indenture have been cured and the parties hereto have determined (with the Trustee acting with the consent and at the direction of the Assignee given as and on behalf of the Holders and the Letter of Credit Banks below) to: (i) amend the Project Completion Deadline and the Development Completion Deadline under the Cooperative Agreement, each to the extent described above, (ii) implement the Additional Investment Requirement with respect to the Developer Private Improvements in lieu of any other Developer Private Improvement investment requirement under the Cooperative Agreement, (iii) waive the Bank Notice Defaults and all remaining uncured defaults and Events of Default under the Indenture, the Cooperative Agreement and the Ground Lease, but without waiving any related defaults or Events of Default by the Developer Parties (in any capacity) under the other existing Transaction Documents, it being understood and agreed that none of Spyder Station, Phillips Edison, SIF II (or its manager), and their respective affiliates, including any entity effectively controlling, controlled by or under common control with any thereof, or now or hereafter effectively controlled by the principal owners of Phillips Edison on the date of this Agreement (collectively, “**Phillips Edison Affiliates**”) shall have any liability or responsibility

whatsoever for any such defaults or Events of Default, and (iv) address such other matters as are described herein; and

K. To induce the Port Authority, the Township and the Trustee to execute this Agreement, SIF II, as the sole member of Spyder Station, has executed the Joinder included herein and joined with Spyder Station in each and every acknowledgment, representation, warranty, direction, consent, waiver, covenant and agreement of Spyder Station (in any capacity) under or referred to in this Agreement, including any undertaken by another Phillips Edison Affiliate instead of or on behalf of Spyder Station (“**Sole Member Joinder**”);

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual covenants, agreements, consents, waivers and acknowledgments hereinafter contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, each of the parties agrees as follows:

Section 1. Recitals Incorporated Herein. The Recitals hereto, including all definitions of terms included or referred to therein, are incorporated herein by reference, and such Recitals are and shall constitute a statement of the purposes of this Agreement, the intentions of the parties, and the agreed factual basis for the covenants, agreements, consents, waivers and acknowledgments of the parties herein, and for all actions by the parties contemplated herein (with the Trustee acting with the consent and at the direction of the Assignee given as and on behalf of the Holders and the Letter of Credit Banks below). To the extent that any such information is within the knowledge or understandings of any of the parties hereto, each such party represents to the others that the Recitals accurately state the knowledge and understandings of such party; provided, that the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of the Recitals contained herein.

Section 2. Amendments. The definitions of “Project Completion Deadline” and “Development Completion Deadline”, as set forth in the Master Definitions List included as Appendix I to each of the Cooperative Agreement, the Indenture and the Ground Lease, are hereby amended, in each such document, as follows:

(a) The text of the definition for “Development Completion Deadline” is hereby amended, restated and replaced, in whole, with the following text:

“Development Completion Deadline” means June 30, 2017.

(b) The text of the definition for “Project Completion Deadline” is hereby amended, restated and replaced, in whole, with the following text:

“Project Completion Deadline” means the Development Completion Deadline.

Nothing herein is intended to or shall amend the definitions of Development Completion Deadline or Project Completion Deadline for any purpose or in any Transaction Document except as expressly stated herein, whether such definitions or the Master Definitions List are included in any other such Transaction Document or cross-referenced therein. In addition, except as expressly provided herein, the amendment of the Project Completion Deadline is not intended to affect the

construction, occupancy or completion obligations and requirements of Spyder Station relating to the Project Facilities, including the obligation imposed hereunder to obtain and deliver to the Port Authority a Final C/O (and any necessary approvals of the Township) permitting use of all or substantially all of the parking spaces in the Garage not later than Project Occupancy Deadline.

As Owner, Spyder Station shall have such rights to alter, revise or change the Development Plans and Specifications as were available to KTP under Section 4.1(a) of the Cooperative Agreement; provided, that it shall, in the completion of the construction of the Developer Private Improvements, invest not less than the Additional Investment Requirement in that construction, evidenced to the reasonable satisfaction of the Port Authority and Township unless the Port Authority and the Township have approved the Development Plans and Specifications and agreed to waive such minimum investment requirement. In furtherance of the foregoing, the fourth sentence of Section 4.1(a) of the Cooperative Agreement is hereby amended, restated and replaced with the following text:

In any event, the aggregate costs incurred and paid by the Owner (and its Affiliates) in the completion of the construction of the Developer Private Improvements from and after September 1, 2013, evidenced to the reasonable satisfaction of the Authority and the Township, shall not be less than \$30 million unless the Authority and Township have approved the Development Plans and Specifications and agreed to waive such minimum investment requirement.

That amendment of the fourth sentence of Section 4.1(a) of the Cooperative Agreement shall also apply to and be deemed to amend the cross-referenced and incorporated requirements of the TIF Lien Covenants under the Ground Lease. Except to the extent stated in the next preceding sentence, nothing herein is intended to or shall amend or revise any other investment requirement under any other Transaction Document, whether such requirement is included in any other such Transaction Document or cross-referenced therein.

Section 3. Other Development Agreements. Spyder Station acknowledges and agrees that, upon delivery and recording of the Spyder Station Deed, it succeeded, as Owner, to all of the TIF Lien Covenants including, without limitation: (i) the obligation to timely pay all Owner Payments, (ii) the obligation to complete the Developer Private Improvements by the Development Completion Deadline consistent with Section 4.1 of the Cooperative Agreement, and (iii) obligations with respect to insurance, impositions, indemnification, operation, maintenance, repair, replacement, reserve funding, and other matters identified in the Cooperative Agreement and Ground Lease; provided, however, that the parties hereto acknowledge and agree that the reference, in Section 9(c)(i) of the Ground Lease, to Section 2.4(g) of the Cooperative Agreement was and is intended to be a reference to Section 2.4(h) of the Cooperative Agreement, and such reference is hereby deemed amended, *ab initio*, consistent with that intention. Anything herein or in the Cooperative Agreement or the Ground Lease to the contrary notwithstanding, if and so long as Spyder Station shall remain the Owner and the sole beneficial owner of all of the Bonds and all Owner Payments shall be paid when due, the Owner shall not be required to provide a letter of credit to secure payments of Bond Service Charges with respect to the Bonds or to fund any reserve fund to secure such payments and, during such period and subject to such conditions, such requirements are hereby waived by Spyder Station as Assignee (as and on behalf of the Holders and the Letter of Credit Banks), the Trustee and the Port Authority.

Section 4. Agreements Relating to Project Facilities. The Port Authority and Spyder Station agree to use their best efforts to negotiate the terms of and enter into such agreements as they shall deem necessary or appropriate with respect to the construction, completion, operation and management of the Project Facilities consistent with the terms and conditions of the Cooperative Agreement and this Agreement, but with such changes in the forms of those agreements and to the Project Facilities as they shall determine (collectively, “**New Project Agreements**”); provided, that, the New Project Agreements may be between the Port Authority and an Approved Affiliate (as hereinafter defined); and provided, further, that any such changes will not, as reflected in an Opinion of Bond Counsel delivered to the Trustee, cause the interest on the Series 2008A Bonds to be included in the gross income of the Holders thereof for federal income tax purposes.

Notwithstanding anything herein or in the Transaction Documents, the Port Authority hereby authorizes Spyder Station or another Phillips Edison Affiliate reasonably acceptable to and approved in writing by the Authorized Authority Representative for the particular purpose (an “**Approved Affiliate**”), and Spyder Station shall, or shall cause one or more Approved Affiliates, in each case as an independent contractor, to: (i) enter into the Project Facilities for the purposes stated in this paragraph; (ii) undertake and complete all work on or pertaining to the Project Facilities and necessary to achieve Project Completion in accordance with the Project Plans and Specifications (as revised, if at all, with the approval of the Authorized Authority Representative) consistent with the requirements of the Cooperative Agreement and, subject to Section 6 hereof, the terms of and standards contained in the KTP Construction Agreement, including any necessary repair and replacement of existing construction; (iii) at its sole cost, timely pay or provide for all costs of Project Completion (“**Project Completion Costs**”) without right or entitlement to payment or reimbursement of any such costs by the Port Authority except as hereinafter provided in this Section 4; (iv) until execution and delivery of a new Management Contract, enter into and manage the Project Facilities consistent with the requirements of the Cooperative Agreement and the terms of and standards contained in the BC Management Agreement; and (v) at its sole cost, take such steps with respect to the operation, maintenance, repair, replacement and improvement of the Project Facilities as it would take if it were operating the Project Facilities pursuant to the BC Management Agreement;

Provided, however, that any improvements or enhancements to the Project Facilities not contemplated as part of the construction of the Project Facilities under the KTP Construction Agreement (“**Garage Enhancements**”), and the plans, specifications and construction schedule therefor, shall be reasonably acceptable to and approved in writing by the Authorized Authority Representative, on behalf of the Port Authority, such approval not to be unreasonably withheld or delayed, the work included in the construction or installation of the Garage Enhancements shall not be considered part of the Project Completion work hereunder (and the costs thereof shall not be considered part of the Project Completion Costs), and any Garage Enhancements approved and begun by or on behalf of Spyder Station (or an Approved Affiliate) shall be timely completed, at the sole cost of Spyder Station, and upon that completion Spyder Station shall certify that the applicable work has been completed (including all punch-list items) and that all costs related to that work have been paid (including all associated retainages) in a manner reasonably satisfactory to the Authorized Authority Representative, including provision of unconditional lien waivers with respect to all such work;

And provided, further, that it is understood and agreed by all of the parties hereto that any actions taken by the Owner with respect to the construction, improvement, operation, maintenance and repair of the Project Facilities (prior to execution and delivery of an applicable New Project Agreement) are taken pursuant to this Agreement and the temporary license granted in this Section 4 and not pursuant to any of the Prior Project Agreements (as hereinafter defined), or any rights it may have or have had thereunder. Spyder Station shall, with respect to all such work, be solely responsible for the means, methods, sequences and procedures for that work.

It is further agreed by the parties hereto that Project Completion, consistent with the terms of and standards contained in the KTP Construction Agreement as required by this Agreement, will occur when Spyder Station shall have provided to the Port Authority and the Trustee, and the Port Authority shall have approved, a completed Completion Certificate, prepared and signed by Spyder Station, which certificate shall: (i) describe all items of personal property included in the Project Facilities, (ii) state the total costs incurred and paid by Spyder Station in completing the construction of the Project Facilities, and (iii) state: (A) the date of substantial completion of the Project Facilities and that all other facilities necessary for the proper functioning of such Project Facilities have been acquired, constructed, installed, equipped and otherwise improved and developed, including completion of punch-list items; (B) that the construction of the Project Facilities has been completed in accordance with the Project Plans and Specifications in all material respects, and that all obligations, costs and expenses in connection with such Project Facilities have been paid or discharged, including all associated retainages; (C) that all other facilities necessary for the proper functioning of the Project Facilities have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all associated retainages; (D) that the construction and completion of the Project Facilities and any other facilities described in clause (C) have been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental and other regulations of each Governmental Authority having jurisdiction over the Project Facilities or such other facilities; (E) that all licenses and approvals for the use and operation of the Project Facilities then required by any Governmental Authority, including the Final C/O from the County and any required approvals of that term and any other capitalized term used, but not defined in this Joinder, being used with the meaning given in this Agreement) the Township have been obtained; and (F) that the construction of the Project Facilities has been accomplished in a manner that permits the Port Authority to use and operate the Project Facilities for the Project Purposes in accordance with the Cooperative Agreement. Notwithstanding the foregoing, that Completion Certificate shall state that it is given without prejudice to any rights against third parties that then exist or that may come into being subsequently. Spyder Station shall also deliver a final cost certification, in form reasonably satisfactory to the Authorized Authority Representative, detailing all costs paid by or at the request of Spyder Station with respect to the Project Facilities to the Port Authority and the Trustee with that certificate. Spyder Station shall provide the Completion Certificate and all related documentation required hereby not later than the Project Completion Deadline (extended as required to offset the effects of Force Majeure).

In addition to and notwithstanding the foregoing, not later than Project Occupancy Deadline (extended as required to offset the effects of Force Majeure), Spyder Station (or an Approved Affiliate) shall: (i) obtain and deliver to the Port Authority (with copies to the Township and the Trustee) a Final C/O from the County, permitting use of all or substantially all of the parking spaces in the Garage, and (ii) substantially complete or cause the substantial completion of

the Project Facilities consistent with the Project Plans and Specifications (as revised, if at all, with the approval of the Authorized Authority Representative) and the terms of and standards contained in the KTP Construction Agreement; provided, that, so long as Spyder Station shall have obtained a Final C/O from the County (and any necessary approvals of the Township) and complied with the requirements of this Agreement and any other reasonable requirements of the Port Authority, Township or County intended to address life, health and safety concerns, Spyder Station shall not be required to complete the Project Facilities and other facilities identified in Exhibit A hereto prior to the Project Occupancy Deadline (collectively “**Permitted Project Occupancy Completion Exceptions**”). On delivery of the Final C/O to the Port Authority, Spyder Station shall also deliver to the Port Authority (with copies to the Trustee) any necessary approvals of the Township and a certification, in form acceptable to the Authorized Authority Representative, to the effect that, with the exception of the Permitted Project Occupancy Completion Exceptions, the Project Facilities and all other facilities necessary for the proper functioning of the Project Facilities are substantially complete and paid for consistent with the requirements of this Agreement and the terms of and standards contained in the KTP Construction Agreement, which certification shall state that it is given without prejudice to any rights against third parties that then exist or that may come into being subsequently.

Any Event of Default by Spyder Station, as Owner, Ground Lessor or otherwise, under the Cooperative Agreement, the Ground Lease or a New Project Agreement shall constitute an Event of Default under this Agreement. In addition, unless and until the Port Authority and Spyder Station (or an acceptable affiliate) have executed and delivered a New Project Agreement relating to the applicable subject matter and terminating the related obligations of Spyder Station under this Agreement, any breach of or failure to observe or perform any agreement, term, condition, covenant or obligation of Spyder Station under this Agreement, and the continuation of such breach or failure for a period of thirty (30) days after written notice thereof is given to Spyder Station by the Port Authority (a “**Port Authority Notice**”), or for such longer period as may be reasonably necessary to diligently cure such breach or failure (if Spyder Station has commenced and is diligently pursuing such cure) or as the Port Authority may agree to in writing, shall constitute an Event of Default hereunder. Upon the occurrence of an Event of Default, by notice to Spyder Station given hereunder, in addition to any rights and remedies it or others may have under the Cooperative Agreement, the Ground Lease or the New Project Agreements, the Port Authority may terminate all rights of Spyder Station under this Section 4, may seek performance by the Sole Member or any guarantor without waiving the Event of Default, and may pursue all remedies now or hereafter existing at law or in equity to compel the observance and performance of the agreements, terms, conditions, covenants and obligations of Spyder Station hereunder or to collect amounts due or damages incurred.

So long as the Port Authority and Spyder Station shall not have executed and delivered a separate New Project Agreement relating to the completion of the Project Facilities, in the absence of the occurrence of an Event of Default or the delivery of a Port Authority Notice, both as described in the next preceding paragraph of this Section 4, the Port Authority agrees to reimburse Spyder Station for Project Completion Costs, in an amount up to but not exceeding the Setoff Amount available to the Port Authority, upon submission of documentary evidence to the Port Authority of Project Completion (including payment of the Project Completion Costs), consistent with the requirements for documentation supporting disbursements to pay or reimburse Project Costs under the KTP Construction Agreement, including submission of unconditional lien waivers

relating to all Project Completion Costs and work for which reimbursement is sought hereunder. In the event that Spyder Station shall have submitted, and the Authorized Authority Representative shall have approved, a budget of the Project Completion Costs (“**Project Completion Budget**”), upon the reasonable request of Spyder Station (not more frequently than monthly and with required supporting documentation), the Port Authority will, from time to time and solely from and to the extent of the Setoff Amount, reimburse Spyder Station for a portion (based on the ratio of the Setoff Amount to the Project Completion Budget) of the Project Completion Costs paid. Concurrently with or prior to requesting any reimbursement that would reduce the remainder of the Setoff Amount available to the Port Authority to less than \$100,000, Spyder Station shall have provided the Final C/O and all other documentation required hereunder at or prior to the Project Occupancy Deadline. Prior to requesting the final reimbursement available under this paragraph, Spyder Station shall have provided all certifications as to Project Completion required under this Agreement.

Section 5. Economic Inclusion. Spyder Station acknowledges that it is familiar with the policy of the Port Authority pertaining to the inclusion of minority-owned, women-owned and small business enterprises (“**Inclusion Policy**”), a copy of which is attached hereto as Exhibit B, and that it is familiar with the goals and procedures implemented by the Port Authority to promote the Inclusion Policy and of the commitment of the Port Authority to the Inclusion Policy. Spyder Station, for itself and each Approved Affiliate, agrees that: (i) it (including for all purposes of this Section 5, any Approved Affiliate) will provide a copy of the Inclusion Policy to each contractor and subcontractor with which it contracts (in any capacity) with respect to the construction and completion of the Project Facilities or the Developer Private Improvements; (ii) it will consult and cooperate with the Port Authority and the Port Authority’s Director of Community Revitalization and Inclusion (“**Inclusion Director**”), including providing contact information for an appropriate person to the Port Authority for the Inclusion Director to directly follow-up with regarding those economic inclusion efforts and otherwise exercise its reasonable best efforts; (iii) it will require each contractor and subcontractor with respect to the construction and completion of the Project Facilities or the Developer Private Improvements to consult and cooperate with the Port Authority and the Inclusion Director, including providing contact information for an appropriate person to the Port Authority for the Inclusion Director to directly follow-up with regarding the contractors’ and subcontractors’ economic inclusion efforts, and otherwise require that they use their reasonable best efforts to comply with the Port Authority’s procedures and promote the policy goals of the Inclusion Policy in connection with the construction and completion of the Project Facilities and the Developer Private Improvements; and (iv) monthly during the construction and completion of the Project Facilities and the Developer Private Improvements, and at such other times as the Port Authority reasonably requests, it will provide the Port Authority with evidence, reasonably satisfactory to the Port Authority with respect to its efforts, and the efforts of its contractors and subcontractors pursuant to this Section 5, including such data, reports and analyses as the Port Authority shall reasonably request.

Section 6. Prior Project Agreements. The parties acknowledge and agree that, upon execution and delivery of this Agreement, the KTP Construction Agreement, the BC Management Agreement and the KTP/BC Completion Guaranty (“**Prior Project Agreements**”) shall no longer be considered the Construction Agency Agreement, the Management Agreement or the Completion Guaranty, as applicable, or any part of the Transaction Documents for purposes of the Ground Lease, the Cooperative Agreement or the Indenture, including without limitation all

cross-references therein, and that any defaults or events of default hereafter occurring under the Prior Project Agreements shall not be and shall not be considered, with or without notice, the lapse of time or both, a Default or Event of Default under the Ground Lease, the Cooperative Agreement or the Indenture; provided, that nothing herein shall constitute a waiver of: (i) any failure or default, whether of commission or omission, under or with respect to any obligation of the Developer Parties under the Prior Project Agreements, (ii) any Event of Default under any of the Prior Project Agreements, or (iii) any remedies available to any party now or hereafter under any of the Prior Project Agreements, it being understood and agreed that none of the Phillips Edison Affiliates shall have any liability whatsoever for the matters identified in such sub-clauses (i), (ii) and (iii). It is further agreed that the Sole Member Joinder is provided in lieu of any other guaranty, of completion or otherwise, at this time pertaining to the Project Facilities or the Developer Private Improvements, and satisfies any requirement for, and replaces the KTP/BC Completion Guaranty as, the Completion Guaranty referred to in the Cooperative Agreement, and none of the Phillips Edison Affiliates has assumed or shall have any liability or obligations whatsoever under the KTP/BC Completion Guaranty.

The Assignee (as and on behalf of the Letter of Credit Banks) and the Port Authority hereby agree, and each of the other parties hereto acknowledges, that the Assignment of Garage Management Agreement and Assignment of TIF Financing Documents, each made and delivered effective as of the Closing Date from the Developer Parties to and for the benefit of the Original LOC Bank, are hereby terminated and are and shall be of no further force and effect. Each of the parties hereto acknowledges that the Port Authority has duly given notice of certain defaults and Events of Default by the Developer Parties under the Prior Project Agreements, that more than thirty (30) days have passed since the giving and receipt of that notice, that it has not given or received notice of an intent to cure any of the Events of Default described in that notice (“**Noticed Events**”), and that it is not aware of any attempt to cure, or of any actions taken that would or reasonably could lead to the cure, of any of the Noticed Events.

Section 7. Payment Defaults Cured; Waiver of Defaults and Events of Default under Indenture, Cooperative Agreement and Ground Lease; No Other Waivers or Implied Waivers. The parties hereto acknowledge and agree that, at and prior to the date of execution of this Agreement, each and every Payment Default under the Indenture has been cured, all payments due and payable under the Indenture with respect to Bond Service Charges have been paid, all Events of Default with respect thereto have been cured, and each such Event of Default is hereby waived by the Trustee, with the consent and at the direction of the Assignee (as and on behalf of the Holders and the Letter of Credit Banks), consistent with Section 7.09 of the Indenture; provided, that nothing herein is intended to or shall prevent the parties hereto from: (i) paying or reimbursing any Administrative Expenses heretofore submitted for payment or reimbursement and not yet paid or reimbursed, or (ii) submitting for payment or reimbursement any Administrative Expenses heretofore incurred and not previously submitted for payment or reimbursement.

Each of the parties hereto also acknowledges and agrees that other defaults and Events of Default have occurred and may be continuing under the Transaction Documents including, without limitation, the following: (i) the Bank Notice Defaults, (ii) other defaults or Events of Default by KTP, as the initial Ground Lessor, under the Ground Lease, (iii) other defaults or Events of Default under the Cooperative Agreement by, or resulting from actions or omissions of, one or more of the Developer Parties, including without limitation the failure by KTP to provide insurance or evidence thereof, and to pay taxes and other impositions, including Service Payments

and Supplemental Payments, and the appointment by the Court of a receiver for certain property of KTP (if that property constituted all or substantially all of the assets of KTP), and (iv) Events of Default under Section 7.01(e) and Section 7.01(f) of the Indenture resulting from Noticed Events or other Events of Default referred to herein (collectively, “**Existing Defaults**”); provided, however, that it is understood and agreed that none of the Phillips Edison Affiliates shall have any liability whatsoever for the matters identified in such sub-clauses (i) through (iv).

Each of the parties to this Agreement, to the extent if any that it is a party (including by assignment, collateral or otherwise) to the Cooperative Agreement, the Ground Lease or the Indenture, or otherwise has rights to exercise remedies, to consent or withhold consent to or direct remedies, to give (or direct the giving or withholding of) notice, to waive or direct waiver, or to consent or withhold consent to waiver, hereby: (x) waives, consents to the waiver of, or directs the waiver or consent to the waiver of, the Existing Defaults under the Cooperative Agreement, the Ground Lease and the Indenture (collectively, with the Payment Defaults cured as described above, “**Prior Bond Document Defaults**”), (y) agrees not to give notice of, or to exercise or enforce its rights and remedies with respect to, the Prior Bond Document Defaults under the Cooperative Agreement, the Indenture and the Ground Lease, and (z) consents to (or directs) the withholding of each such notice and directs (or consents) that such rights and remedies not be exercised or enforced.

To the extent that the Trustee or any other party has posted notices of default with respect to any Prior Bond Document Default to any public information repository, including to the Municipal Securities Rulemaking Board (“MSRB”) established by the Securities and Exchange Commission through the Electronic Municipal Market Access system of the MSRB, such party shall, within fifteen (15) days after execution and delivery of this Agreement, post a notice of the cure and/or waiver of such Prior Bond Document Defaults. The Trustee acknowledges that it is the expectation of the parties to this Agreement, based on the cure and/or waiver herein of all such Prior Bond Document Defaults, that the Trustee will, as promptly as is practicable, return the Bond issue to non-default status and return administration of the Bonds and the Indenture to the Cincinnati, Ohio corporate trust office of the Trustee.

Nothing herein is or shall be construed as a waiver of any rights or remedies that have accrued prior to the date hereof against the Developer Parties under the Transaction Documents including, without limitation, as a result of the Existing Defaults. Further, nothing herein shall be construed as a waiver of any defaults or Events of Default by the Developer Parties under the Prior Project Agreement, the Reimbursement Agreements or any instrument or agreement securing the obligations of the Developer Parties under any of the Transaction Documents.

The waivers herein shall be effective only with respect to the Prior Bond Document Defaults and shall not extend to or affect any subsequent or other default or Event of Default hereunder or under the Cooperative Agreement, the Indenture, the Ground Lease or any New Project Agreement, or impair any right consequent thereon.

Section 8. Direction to Trustee by Assignee. Spyder Station represents and warrants to the other parties hereto that it is, as Assignee, the sole beneficial owner of 100% of the outstanding Bonds and the sole Person authorized to act as, or to give direction or consent on behalf of, each of the Letter of Credit Banks and the Holders of all of the Bonds under the Indenture. The Assignee (as and on behalf of the Holders and the Letter of Credit Banks) hereby authorizes and directs, or

acknowledges and represents that it has previously authorized and directed, the Trustee, pursuant to applicable provisions of the Indenture (including, without limitation, Articles VI, VII and XI thereof) to: (i) accept and agree to the terms of this Agreement, (ii) to execute and deliver this Agreement as Trustee, (iii) to take each of the actions required of the Trustee, or contemplated to be taken or to have been taken by the Trustee, pursuant to this Agreement including, without limitation, approving the amendments of and supplemental agreements with respect to the Transaction Documents included herein and waiving the Prior Bond Document Defaults and its rights and remedies consequent thereto, and (iv) to take and do or cause to be taken and done any and all such actions and things as are necessary, appropriate, convenient, proper or advisable to consummate the matters and transactions contemplated by this Agreement. Spyder Station represents and warrants that the directions and authorizations contained in this Section have been duly authorized, executed, and delivered on its behalf and constitute its legal, valid, and binding obligation, enforceable in accordance with its terms, and binding on the Holders and the Letter of Credit Banks under the Indenture. This Section may be modified only by a written agreement between the Trustee and Spyder Station, as Assignee (for and on behalf of the Holders of 100% of the Bonds and each of the Letter of Credit Banks), together with the Port Authority and the Township. The Trustee expressly reserves all of its rights, indemnities, and protections under the Indenture and all related documents. Nothing in this Section or in this Agreement shall be construed to require the Trustee to take any action in conflict with applicable law, the Indenture or any related documents, or which the Trustee reasonably believes would expose it to personal liability. The direction given in this Section, and all agreements made in this Section by Spyder Station, as Assignee, shall be binding on its successors and assigns, including all future owners of any or all of the Bonds or of any of the rights of the Letter of Credit Banks.

Section 9. Bank Rate and Remarketing; Request and Direction to Amend Interest Rate on Series 2008B Bonds. Each of the parties hereto acknowledges and agrees that (i) notwithstanding the assignment of the beneficial interests in the Bonds by the Original LOC Bank to the Assignee, the Bonds constitute Pledged Bonds under the Indenture, bearing interest at the Bank Rate to be paid from time to time on each Interest Payment Date (based on a 365 or 366 day year, as applicable, and the actual number of days elapsed) and that, so long as the beneficial interests in any of the Bonds of either series (the Series 2008A Bonds or the Series 2008B Bonds) are held by the Assignee (or any Phillips Edison Affiliate), the Prime Rate referred to in the definition of Bank Rate for the applicable series shall be the Prime Rate of Bank of America, N.A. or its successor bank, as assignor to the Assignee; (ii) pursuant to Section 2.02 of the Indenture, in the event that the Remarketing Agent and the Administrator fail to determine the Bank Rate when required, the Assignee may determine such rate and certify it to the Trustee, the Port Authority, the Remarketing Agent, the Registrar and the Administrator; and (iii) pursuant to applicable provisions of Article IV of the Indenture, particularly Sections 4.06 and 4.08 thereof, and previous direction given pursuant thereto: (A) the Remarketing Agent has been directed to suspend all activities under the Indenture and to not remarket any of the Bonds until and unless a subsequent direction is given by the applicable Letter of Credit Bank consistent with the Indenture, and (B) any such subsequent direction may be given, and can only be given, by the Assignee, but no such direction to remarket can be given by the Assignee consistent with the Indenture unless one of the following events occurs (and it is acknowledged and agreed that no such event has yet occurred): (I) the applicable Letter of Credit is reinstated in full, (II) an appropriate Alternate Letter of Credit is issued to the Trustee resulting in a mandatory tender of the applicable series of Bonds, or (III) a notice of conversion is given by the Port

Authority (with the consent of the Assignee) resulting in a mandatory tender of the applicable series of Bonds.

In addition to and notwithstanding the foregoing, on the request (to the Port Authority) of, at the direction (to the Trustee) of, and with the consent and agreement of Spyder Station, as Assignee and beneficial owner of 100% of the Series 2008B Bonds (given as and on behalf of the Holders of the Series 2008B Bonds), all evidenced by the signature of Spyder Station hereto: (x) the Trustee and Port Authority agree to amend the interest rate applicable to the Series 2008B Bonds during the period when Spyder Station (or any Phillips Edison Affiliate) is the beneficial owner of any of the Series 2008B Bonds to an annual interest rate equal to 0.01% (one basis point) per year, effective in accordance with a Supplemental Indenture to be executed and delivered to effect such amendment, (y) as soon as reasonably practicable hereafter, the Port Authority will prepare, and the Port Authority and the Trustee will execute and deliver, a Supplemental Indenture with provisions reasonably necessary or appropriate to so amend the Series 2008B Bonds and will, as applicable, execute, authenticate and deliver amended and restated Series 2008B Bonds bearing such interest rate in exchange for the outstanding Series 2008B Bonds, and (z) if the Series 2008B Bonds are to remain in the book-entry system of DTC, the Trustee will apply for and obtain a replacement CUSIP number for the amended and restated Series 2008B Bonds; and Spyder Station hereby further agrees, upon notice from or request of the Trustee, to take all actions necessary to effect such amendment and such exchange, including any and all actions required by DTC to effect such amendment and exchange.

Section 10. Concerning the Trustee. Except as otherwise expressly set forth herein, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Agreement. Each of the other parties hereto acknowledges and agrees that, in entering into this Agreement, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 11. Limitation on Obligations of Port Authority and Township. Anything herein or in the Transaction Documents (including, for purposes of this Section 11, the Ground Lease, the Cooperative Agreement, the Indenture and both the Prior Project Documents and any New Project Agreements) to the contrary notwithstanding, each of the parties to this Agreement acknowledges and agrees that all obligations of the Port Authority under or with respect to the Project, the Development, the Developer Private Improvements, the Transaction Documents, this Agreement or the Bonds are limited special obligations of the Port Authority payable only from the Pledged Revenues and Special Funds in accordance with the Indenture and any other applicable Transaction Documents and the Setoff Amount in accordance with this Agreement and the New Project Agreements to the extent, if any, applicable. Anything herein or in the Transaction Documents to the contrary notwithstanding, each of the parties to this Agreement acknowledges and agrees that all obligations of the Township under or with respect to the Project, the Development, the Developer Private Improvements, the Transaction Documents, this Agreement or the Bonds are limited special obligations of the Township payable only from the Township Project Revenues in accordance with the Cooperative Agreement, the Indenture and any other applicable Transaction Documents.

Section 12. Notice Addresses. The Port Authority hereby notifies each of the other parties, and each such other party hereby acknowledges, that the "Notice Address" of the Port Authority

under the Transaction Documents has been changed to (and its address for notices hereunder is) the following address: *“Port of Greater Cincinnati Development Authority, 299 East Sixth Street, Suite 2A, Cincinnati, OH 45202, Attention: President/CEO, with an additional copy, at the same address, to the attention of the Vice President – Public Finance”*. Spyder Station, as successor Owner, Ground Lessor and Assignee (as and on behalf of the Holders and the Letter of Credit Banks), and in any capacities herein or hereafter assumed under the Transaction Documents, hereby notifies each of the other parties, and each such other party hereby acknowledges, that its “Notice Address” under the Transaction Documents (and its address for notices hereunder) shall be the following address: *“Spyder Station LLC, c/o Phillips Edison & Company Ltd., 11501 Northlake Drive, Cincinnati, Ohio 45249, Attention: David T. Birdsall, Senior Vice President, with an additional copy, at the same address, to the attention of Vivian M. Knight, Esq., Director of Legal Services, and Francine Glandt, CFA, Senior Vice President of Finance”*.

Section 13. Miscellaneous. Each of the parties represents to the others that it is duly organized under the laws of the jurisdiction in which it is formed and possesses all requisite authority, permits and power to enter into this Agreement; that the execution and delivery of this Agreement and the performance by it of its obligations hereunder are within its organizational powers and have been duly authorized by all necessary action and do not violate any provision of its formation, organizational or foundational documents; and that this Agreement will, upon execution and delivery by all parties hereto, constitute a legal and binding obligation of such party, enforceable according to its terms. Each of the parties hereto further acknowledges that it has received adequate notice of all matters contained herein and waives any further notice with respect thereto. This Agreement shall inure to the benefit of and be binding on each such party and their respective successors and permitted assigns.

Spyder Station is and is intended to be a single-asset limited liability company and shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Development, become a shareholder of or a member or partner in any entity that acquires any such property during the term of this Agreement, or take any actions inconsistent with its status as a separate company (and shall, without limitation, maintain separate assets, accounts, books and records of its activities and property, conduct its business in its own name and not guarantee or become obligated for, or pledge its assets to secure, the debts of others including, directly or indirectly, debts of its members, managers or any other owners or affiliates).

For the avoidance of doubt, it is acknowledged that any and all costs reasonably incurred by the Port Authority, the Trustee or the Township in connection with this Agreement, and in connection with any of the actions or transactions contemplated by this Agreement, constitute Administrative Expenses that may be paid or reimbursed under the Indenture.

This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

This Agreement may be signed in counterpart and in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Nothing herein is intended to or shall make any party hereto a party to any instrument or agreement to which it is not otherwise a party.

[Balance of Page Intentionally Left Blank; Signatures on Next Page]

IN WITNESS WHEREOF, the Township, the Port Authority, the Trustee and Spyder Station, as Assignee (for and on behalf of the Holders and the Letter of Credit Banks) and Owner, have each caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

Approved as to form

SYCAMORE TOWNSHIP, OHIO

By: _____
Sycamore Township Law Director

By: _____
President, Board of Township Trustees

Approved as to form

And by: _____
Township Administrator

By: _____
Port Authority Counsel

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY

SPYDER STATION LLC, as Assignee
and Owner

By: _____
President/CEO

By: _____
Vice President

U.S. BANK NATIONAL ASSOCIATION, as Trustee

And By: _____
Name:
Title:

By: _____
Vice President

FISCAL OFFICER'S CERTIFICATE

The undersigned, Secretary and Fiscal Officer of the Port of Greater Cincinnati Development Authority, hereby certifies that the moneys required to meet any obligations of the Port Authority under the foregoing Deadline Extension and Default Waiver Agreement have been lawfully appropriated by the Board of Directors of the Port Authority for such purposes and are in the treasury of the Port Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41, Ohio Revised Code.

Dated: September __, 2013

Secretary and Fiscal Officer, Board of Directors
Port of Greater Cincinnati Development Authority

**JOINDER
(DEADLINE EXTENSION AND DEFAULT WAIVER AGREEMENT)**

In consideration of the benefits accruing and expected to accrue to it in connection with the construction, completion, management and operation of the “Project Facilities” and the “Developer Private Improvements” under, and to induce the Port of Greater Cincinnati Development Authority (“Port Authority”), Sycamore Township, Ohio (“Township”), and U.S. Bank National Association, as “Trustee”, to execute, the Deadline Extension and Default Waiver Agreement to which this Joinder is attached (collectively herewith, “this Agreement”) among the Port Authority, the Township, the Trustee, and Spyder Station LLC, a Delaware limited liability company (“Spyder Station”), the undersigned, Phillips Edison Strategic Investment Fund II LLC, a Delaware limited liability company and the sole member of Spyder Station (“SIF II”), hereby joins with Spyder Station in each and every acknowledgment, representation, warranty, direction, consent, waiver, covenant and agreement of Spyder Station (in any capacity), under or referred to in this Agreement, including any undertaken by another Phillips Edison Affiliate instead of or on behalf of Spyder Station and including, without limitation, each covenant and agreement binding on Spyder Station (or another Phillips Edison Affiliate) under the Ground Lease, the Cooperative Agreement, and any New Project Agreement executed by Spyder Station or any Phillips Edison Affiliate (each such capitalized term used and not defined, and any other capitalized terms used in this Joinder but not defined herein, being used with the meaning given in this Agreement).

SIF II hereby acknowledges, represents and warrants that it is the sole member of Spyder Station, that this Agreement has been duly authorized, executed and delivered by, and is valid and binding on Spyder Station and through this Joinder on SIF II, that it will not permit any changes to the operations of Spyder Station that are inconsistent with this Agreement, that SIF II currently has total equity consistent with the current financial statements provided to the Port Authority (“Financial Statements”), that the Financial Statements are true, correct and complete in all material respects and disclose all material liabilities of SIF II (and its consolidated entities including Spyder Station), and that it has available to it (including borrowed funds available subject only to customary and commercially reasonable real estate construction conditions), and will make available to Spyder Station or an Approved Affiliate, funds sufficient, together with any amounts available to Spyder Station from other committed sources (including the Setoff Amount available under this Agreement) to timely complete the Project Facilities (meeting both the Project Occupancy Deadline and the Project Completion Deadline) and the Developer Private Improvements (meeting both the Development Completion Deadline and the Additional Investment Requirement) under this Agreement.

It is understood, acknowledged and agreed that the obligations of SIF II herein are direct covenants and agreements of SIF II, are not in the nature of a guaranty, and may be enforced first and directly against SIF II under this Joinder without proceeding against or exhausting any other remedies or resorting to any other security, and SIF II agrees to pay all expenses and charges (including court costs and reasonable attorneys’ fees) paid or incurred by the Port Authority, the Township or the Trustee (collectively “Obligees”) in enforcing this Agreement, whether the same shall be enforced by suit or otherwise.

The obligations of SIF II under this Joinder shall be binding upon it and its successors and assigns, shall be absolute and unconditional, shall remain in full force and effect until the satisfaction of its obligations hereunder or until released by the Obligees in writing, and shall survive the

termination of this Agreement, the Cooperative Agreement and the Ground Lease; provided, that, the Obligees agree, by signing this Agreement, that they will release this Joinder upon execution and delivery of a guaranty agreement from an Approved Affiliate relating to the payment, indemnity and performance obligations of Spyder Station (in any capacity) under the Transaction Documents, including the Cooperative Agreement, the Ground Lease, any New Project Agreements and this Agreement, in form and substance (including with respect to the identity of the guarantor) satisfactory to the Port Authority in its sole discretion (“Substitute Guaranty”).

In addition, if and so long as any of the Bonds or any other obligations under the Transaction Documents remain outstanding and this Joinder remains in effect, SIF II covenants that it will not dissolve except in accordance with this paragraph and, by its signature below, the manager of SIF II acknowledges and approves that covenant and, subject to that condition (that all or a portion of the Bonds, or obligations of Spyder Station under the Transaction Documents, remain outstanding and, no Substitute Guaranty having been provided, this Joinder remains in effect), irrevocably agrees to and does thereby exercise, effective as of October 1 in the year 2018 (as to the first such exercise) and in the year 2023 (as to the second such exercise), its rights under Section 1.5(b) of the Operating Agreement of SIF II to extend the date for the intended dissolution of SIF II two successive times, for two successive five-year periods, beyond the initial ten-year period referred to therein. Notwithstanding the foregoing, SIF II may be dissolved pursuant to the terms of that Section 1.5(b), but only if, prior to such dissolution: (i) a Substitute Guaranty is provided to the Obligees consistent with the requirements of the preceding paragraph, or (ii) cash collateral, or other collateral acceptable to the Port Authority in its sole discretion, for all (or such portion as is approved by the Port Authority in its reasonable discretion) of the payment obligations with respect to the Bonds (and of any other then-existing or ongoing obligations of Spyder Station under the Transaction Documents) is provided to the Obligees and deposited with the Trustee (“Other Collateral”); and SIF II hereby covenants and agrees to provide Other Collateral to the Obligees consistent with this paragraph in the event that a Substitute Guaranty is not provided to the Obligees prior to dissolution of SIF II.

IN WITNESS WHEREOF, Phillips Edison Strategic Investment Fund II LLC has caused this Joinder to be executed and delivered in its name, by its duly authorized representative, as of the date of this Agreement.

PHILLIPS EDISON STRATEGIC INVESTMENT FUND II LLC

By: _____
_____, Authorized Agent

Joinder, including covenant not to dissolve, acknowledged, authorized and approved and, as to present exercise of extension rights with conditional prospective effect, agreed (and exercised as indicated) by the undersigned manager of SIF II.

PECO STRATEGIC INVESTMENT FUND MANAGER II LLC

By: _____
David T. Birdsall, Vice President

Joinder Signed this ____ day of September, 2013

Exhibit A

Permitted Project Occupancy Completion Exceptions

I. Project Facilities. The following Project Facilities need not be completed prior to the Project Occupancy Deadline so long as Spyder Station obtains a Final C/O from the County (and any necessary approvals of the Township) permitting use of all or substantially all of the parking spaces in the Garage not later than Project Occupancy Deadline:

A. Elevator Lobbies/Vestibules for the elevators serving the commercial office tower and located in the central “core” area of the Garage on Levels P1, P2, P4 and P5, all such areas to be fully enclosed and locked (or otherwise effectively closed off to public access) until completed.

B. Escalators Serving, and Escalator Lobbies on, Garage Levels P4 and P5, all such areas (and areas in Developer Private Improvements where such escalators are or are to be located or where they end/stop), to be fully enclosed and locked (or otherwise effectively closed off to public access) until installation of the escalators (and related lobby areas) is complete.

C. CMU Shaft Wall South of Tower Elevator Lobbies. To the extent not enclosed and locked, all affected areas are to be effectively closed off to public access until the shaft wall is completed (after installation of MEP services in that wall for the commercial office tower, and installation of any affected elevators, are complete).

D. Easterly Garage Entrances, including driveways from Service Drive to two easterly entrances onto P3 level of Garage, with entranceways to be blocked to vehicular traffic and otherwise effectively closed off to public access until the Service Drive (as defined in the Ground Lease) and the applicable entrance[s] are completed.

E. P3 Lobby, being the main lobby (including elevator lobby) for the commercial office tower, to be fully enclosed and locked (or otherwise effectively closed off to public access) until completed.

F. Garage Sign.

II. Facilities Necessary for the Proper Functioning of the Project Facilities. The following facilities may be necessary for the proper functioning of some portion of the Project Facilities, but need not be completed and operational prior to the Project Occupancy Deadline so long as Spyder Station obtains a Final C/O from the County (and any necessary approvals of the Township) permitting use of all or substantially all of the parking spaces in the Garage not later than Project Occupancy Deadline:

A. Elevators 1 - 5 for the elevators serving the commercial office tower and located in the central “core” area of the Garage with stops on all five Garage levels (P1 - P5) except that Elevator #__ is the freight elevator serving the commercial office facilities with one Garage stop on Level P__. All affected elevator shaft openings are to be fully enclosed and locked (or otherwise effectively closed off to public access) until installation of the elevators is complete.

B. MEP Utility Services in Shaft Wall South of Tower Elevator Lobbies. To be effectively closed off to public access until shaft wall and all related items completed as described above.

C. Service Drive (Galbraith Road south to the Crate & Barrel), except that roadway access to the Level 4 Loading Dock Area (as defined in the Ground Lease) shall be maintained at all

times, the Service Drive to be blocked to public vehicular traffic and otherwise effectively closed off to public access until the Service Drive is completed.

D. Landscaping, Hard-scaping, Site Lighting, Green Screens and Stone Planters. To be effectively closed off to public access until completed.

E. East Façade of Garage below Commercial Office Tower, being a glazed aluminum curtain wall system/finish consistent with the exterior of the commercial office tower, such façade to be the sole property of the Owner and, subject to the reasonable approval of the Authorized Authority Representative, permitted to be suspended or hung by, and at the sole cost of, the Owner on the exterior of the east side of the Garage, to the extent beneath the commercial office build, and to be maintained, cleaned, repaired and kept in condition suitable for the façade of a Class A commercial office building, by and at the sole cost of the Owner.

F. East Transformer Enclosures, with all affected areas to be fully enclosed and locked (or otherwise effectively blocked off to public access) until transformer[s] and all related equipment are fully installed and final enclosures are completed (and locked).

Exhibit B

Port Authority Economic Inclusion Policy



Port of Greater Cincinnati
Development Authority

ECONOMIC INCLUSION POLICY

Supporting and empowering minority-owned, women-owned, and small businesses is a priority for the Port of Greater Cincinnati Development Authority (“Port Authority”). The adoption of policies by the Port Authority during its first year of operation demonstrated the depth of that commitment. After nearly a decade of experience, we believe even more strongly that great potential exists for a meaningful increase in the inclusion of minority-owned, women-owned, and small businesses in all Port Authority-related projects.

The plan that is outlined below has been developed with the specific intent of creating a new way of approaching economic inclusion in Cincinnati and Hamilton County. It has been developed by the Port Authority and is based on principles first put forth by the Riverfront Advisors Commission in its 1999 report. Inherent in those principles is the realization that we must fully utilize the resources of, and provide equal opportunity for, all of our citizens. By doing so, we create a welcoming environment that is conducive to inclusive economic development.

***Board of Directors
Port of Greater Cincinnati Development Authority***

The Vision

The Port of Greater Cincinnati Development Authority (“Port Authority”) strives to continually have meaningful and substantial levels of participation by Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Small Business Enterprises (SBEs) in the services for which it contracts, and in its various contracts for development projects. Further, the Port Authority strives to increase the equity participation and/or ownership by MBEs and WBEs within those development projects.

The Port Authority is committed to helping build and sustain strong MBEs, WBEs, and SBEs within the Greater Cincinnati community. The Port Authority is further committed to empowering entrepreneurs, generating jobs, building tax base, and providing opportunities for wealth creation in every segment of society.

All contractors, subcontractors, suppliers, and service providers should have an equal opportunity to compete on contracts for services issued by the Port Authority regardless of race, color, sex or national origin. It is also the aspiration that a fair share of contracts be awarded to small, minority, and women business enterprises. This will be promoted through the provision of educational

opportunities, training, and a good faith effort by all involved to promote inclusion through locating and engaging qualified MBEs, WBEs, and SBEs. It is the Port Authority's expectation that this aspiration can be achieved.

The Plan

In order to implement and work toward the achievement of the aspirational goals outlined under "Vision" above, the Port Authority shall:

- I. Strive to be viewed by the business community and the community-at-large as an organization that maximizes participation by MBEs, WBEs, and SBEs by building equity participation, contracting for services, and developing programs that improve the ability of MBEs, WBEs, and SBEs to participate in Port Authority-related projects.
- II. Strive to be a proactive partner with local, state, and federal governments, businesses and community organizations in providing equal opportunities in the utilization of the services of MBEs, WBEs, and SBEs; and thereby create a positive economic development environment.
- III. Be diligent in its efforts to include MBEs, WBEs and SBEs in all phases of its operations in order to play an important role in creating opportunities for increased participation by those who have been historically excluded.
- IV. Support and encourage, where economically feasible, the participation of MBEs, WBEs and SBEs through tenant/ownership in Port Authority-related projects through active recruitment, facilitation of relationships, and aggressive information-sharing.
- V. Utilize programs such as (including but not limited to) the Minority Business Accelerator (MBA) at the Cincinnati USA Chamber, the South Central Ohio Minority Supplier Development Council (SCOMSDC), the Greater Cincinnati/Northern Kentucky African American Chamber of Commerce, the Urban League of Greater Cincinnati, the Hispanic Chamber of Commerce, as well as the Cincinnati Business Incubator to assist in fostering partnership agreements between majority businesses and MBEs, WBEs and SBEs and other small/women/minority businesses.

In addition, the Port Authority will establish a management structure that will promote accountability for the efforts to promote the aspirational goals of the Port Authority, will participate in the contracting process in a way that will assist businesses in understanding the benefits of economic inclusion and assist them in their efforts to promote those aspirational goals, and establish a program of continuing outreach to governmental, non-profit, and business communities in order to further promote those goals.

Management Accountability

In order to assist in realizing the commitment of the Port Authority, a process for clear accountability within the Port Authority, persistent follow-up, and accurate measurement and reporting of results will be established.

- I. The Port Authority will manage its Economic Inclusion efforts through the Director of Economic Inclusion, and will provide the resources necessary to implement this Plan. The Director will report directly to the President of the Port Authority.

- II. The primary objectives for the Director of Economic Inclusion are to:
 - a. Encourage and facilitate a dramatic increase in the number, magnitude, and success of MBEs, WBEs, and SBEs in all development work which is within the scope of the Port Authority.
 - b. Encourage and facilitate a dramatic increase in the proportion of procurement dollars which are spent for professional services, goods, and materials from MBEs, WBEs, and SBEs relating to Port Authority operations.
- III. The Director of Economic Inclusion shall provide the President and the Board of Directors monthly report summarizing, on an annual basis, progress in meeting the established goals.
- IV. The President and Vice President of the Port Authority and individual members of the Board of Directors will assist the Director of Economic Inclusion in communicating the importance of this Plan if and when the Director identifies a perceived lack of effort by contractors, subcontractors, suppliers, providers or developers in promoting the aspirational goals of this Plan on Port Authority -related projects.

Contracting Process

While there are no set-asides or preferences for suppliers, providers or developers, the Port Authority is committed to empowering MBEs, WBEs, and SBEs; and to that end the Port Authority will be vigilant in monitoring encouraging, and facilitating the satisfaction of its goals in relation to the participation by MBEs, WBEs, and SBEs in all Port Authority-related work. The goals of the Port Authority in this regard are:

- I. To aspire to achieve a total target goal of 25% Minority Business Enterprise (MBEs), 7% Women Business Enterprise (WBEs), and 30% Small Business Enterprise (SBEs) for:
 - Construction
 - Supplies
 - Services
 - Professional Services
- II. To require that all respondents to RFPs, RFQs, and other such solicitations for proposals, qualifications, or services commit and demonstrate, in writing, what best efforts they will make in order to meet these goals. (See attached Good Faith Efforts Form).
- III. To work with the majority/prime contractors to track and support the sub-contractors they use on Port Authority-related projects. The anticipated outcome is that they establish and maintain an Economic Inclusion Program for themselves, and for their future projects. The Port Authority will assist them in finding sub-contractors to support Port Authority-related project needs.
- IV. To use the criteria for certification in identifying minority and women owned businesses as defined by the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC).

- V. To accept certifications from the NMSDC, or the local affiliate council; the WBENC; the Small Business Administration (SBA); and local, state, and federal certifying organizations.
- VI. To encourage partnering relationships between majority owned firms and small, women-owned and minority-owned firms among professional service providers to the Port Authority. The Port Authority also encourages, where economically feasible, establishment of joint ventures and contracting partnerships by businesses of different race ownership, different gender ownership, or both, in all phases of contracting (to include, but not limited to, developer agreements, architectural and engineering design services, construction, retail-hospitality-entertainment tenant/ownership , supplies, and professional services) as a means to achieve greater levels of prime contracting opportunities for all businesses.
- VII. To require that all proposers or bidders submit an economic inclusion subcontractor utilization plan with their proposals, qualifications or bids. Failure to submit an economic inclusion subcontractor utilization plan with the proposals, qualifications or bids and other documentation that may be requested may deem the proposals, qualifications or bids as non-responsive and may result in rejection of the proposals, qualifications or bids. (See Attached Economic Inclusion Subcontractor Utilization Plan)

Continuing Outreach

The Port Authority will help MBEs, WBEs, and SBEs take advantage of economic development initiatives that are currently in place, as well as future initiatives, by providing a user-friendly point of contact for information and facilitation of access to relevant agencies. The Port Authority will:

- I. Reach out to established minority and women business organizations in the community for assistance in building capacity, so that minority and women entrepreneurs can take advantage of opportunities as opportunities arise.
- II. Sponsor forums to provide information on business opportunities, as well as networking opportunities for minority, women, and small business investors, developers, and contractors to interact with their majority counterparts.
- III. Work with other organizations (including but not limited to, the South Central Ohio Minority Supplier Development Council, the Greater Cincinnati/Northern Kentucky African American Chamber of Commerce, the Urban League of Greater Cincinnati, the Hispanic Chamber of Commerce, and Cincinnati USA Chamber Minority Business Accelerator) in order to provide technical assistance.
- IV. Develop relationships with community organizations/associations to ensure effective programs that promote business diversity and local involvement; and
- V. Hold meetings and provide other resources to acquaint businesses with the requirements and scope of procurement activities, and coordinate such efforts with organizations familiar with and willing to reduce the problems bidders may experience on contracts.