STATE OF ILLINOIS  
COUNTY OF COOK  ) SS.
COUNTY OF WILL  )

CLERK'S CERTIFICATE

I, PATRICK E. REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2015-R-024

RESOLUTION AUTHORIZING AN AGREEMENT ESTABLISHING AND REGULATING FIRELANES AND NO PARKING ZONES IN THE VILLAGE OF TINLEY PARK COOK AND WILL COUNTIES, ILLINOIS
(BRIXMOR/IA TINLEY PARK PLAZA SHOPPING CENTER, LLC)

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 7th day of July, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 7th day of July, 2015.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Seaman, Maher, Grady, Pannitto, Vandenber, Younker

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 7th day of July, 2015.

[Signature]

Village Clerk
RESOLUTION NO. 2015-R-024

RESOLUTION AUTHORIZING AN AGREEMENT ESTABLISHING AND REGULATING FIRE LANES AND NO PARKING ZONES IN THE VILLAGE OF TINLEY PARK COOK AND WILL COUNTIES, ILLINOIS (BRIXMOR/IA TINLEY PARK PLAZA SHOPPING CENTER, LLC)

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Agreement with the Brixmor/IA Tinley Park Plaza, LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 7th day of July, 2015, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Seaman, Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None

ABSENT: None

APPROVED this 7th day of July, 2015, by the President of the Village of Tinley Park.

[Signature]
Village Acting Mayor

ATTEST:
[Signature]
Village Clerk
AGREEMENT ESTABLISHING AND REGULATING FIRE LANES AND NO PARKING ZONES IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

(Tinley Park Plaza Shopping Center)

THIS AGREEMENT is made and entered into by and between the VILLAGE OF TINLEY PARK, a municipal corporation of the State of Illinois (hereinafter referred to as the "VILLAGE") and Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company, its duly authorized owners, agents and representatives, (hereinafter referred to as "OWNERS"), relative to the Tinley Park Plaza Parking Lot situated at 15917-16205 South Harlem Avenue, VILLAGE OF TINLEY PARK, ILLINOIS.

WITNESSETH:

WHEREAS, Chapter 625, Section 5/11-209 of the Illinois Compiled Statutes authorizes and empowers a municipality to enter into Agreements to regulate and control motor vehicle traffic and parking in, and the use of, parking areas of shopping centers, hospitals, schools and apartment complexes within a municipality; and

WHEREAS, the President and Board of Trustees of the VILLAGE deem it necessary for the health, welfare and safety of persons and its citizens to regulate motor vehicle traffic and parking in, and the use of, the Tinley Park Plaza Shopping Center Parking Lot (hereinafter referred to as the "PARKING LOT") in the Village of Tinley Park, said PARKING LOT
being the property identified by the following permanent property index numbers:

P.I.N.
29-19-100-057-0000
29-19-100-058-0000

and

WHEREAS, the OWNERS are the owners of/managing agents for the PARKING LOT;
and

WHEREAS, the OWNERS are in agreement and desire the VILLAGE and its Police Department to enforce certain regulations regarding motor vehicle traffic and parking in, the use of, said PARKING LOT.

1. The VILLAGE hereby agrees to establish by ordinance and enforce the following regulations regarding motor vehicle movement, parking and control within, and the use of, the PARKING LOT.
   a. The stopping, standing or parking of a motor vehicle within, or otherwise obstructing, a designated posted fire lane shall be prohibited, and no motor vehicle shall be left standing, stopped, or parked within twenty feet in any direction from a fire hydrant, wall hydrant, water standpipes, fire department connections or fire exit doors.

2. The “OWNERS” do hereby agree to erect and post all necessary signs, and provide for all necessary pavement markings, at their/its own cost and expense for the regulation of the use of the parking area of, and motor vehicle parking within, said PARKING LOT as depicted on Exhibit “A” attached hereto and made a part hereof, and do hereby agree to bear the costs and expense of maintenance thereof. A copy of a map of the PARKING LOT, indicating the location of the pavement markings and signs in regard to the parking lot
regulations set forth in Section 1(a) above, is attached hereto as an Exhibit “A”.

3. The VILLAGE hereby agrees to regulate the use of, and the parking of motor vehicles and motor vehicle traffic in, the PARKING LOT in accordance with the aforesaid regulations.

4. At least once each calendar year, the VILLAGE shall inspect said PARKING LOT to verify that all required signs and pavement markings are in place and properly maintained. If the VILLAGE reasonably determines, after said inspection, that additional signs and/or pavement marking are required, or existing signs and/or pavement markings need to be repaired or replaced, the VILLAGE shall so notify the OWNERS in writing. If the OWNERS fail to take the action required by the VILLAGE in said notice within thirty (30) days of the date of said notice, the VILLAGE may take the necessary actions and bill the OWNERS for the VILLAGES actual, direct, out-of-pocket costs in relation to correcting such situation, and the OWNERS shall be responsible for the payment of said costs.

5. At least once each calendar year, the VILLAGE shall verify that the OWNERS are in fact still the owners of and/or managing agents for the PARKING LOT. It shall be the responsibility of the OWNERS to notify the VILLAGE of any change of owners or managing agents relative to the PARKING LOT. Said notice shall be given to the VILLAGE within thirty (30) days of any change in the owners or managing agents of the PARKING LOT.

6. It is further agreed that this Agreement shall cover a period of one (1) year from the date hereof and shall be self-renewing for periods of one year each year thereafter, not to exceed a period of twenty (20) years, unless and until cancelled by not less than thirty (30) days written notice by either party to the other of its intention to cancel the same, in which case the agreement shall terminate on the
thirtieth (30th) day after said notice has been given.

7. Whenever notice is required to be sent to the VILLAGE, it shall be addressed to the Village Clerk of the VILLAGE, 16250 South Oak Park Avenue, Tinley Park, Illinois, 60477, and whenever notice is required to be sent to OWNERS, it shall be addressed as follows:

Brixmor/IA Tinley Park Plaza, LLC
c/o Brixmor Property Group
40 Skokie Boulevard, Suite 600
Northbrook, IL 60062

Attn: Legal Department

Brixmor/IA Tinley Park Plaza, LLC
420 Lexington Ave, 7th Floor
New York, NY 10170

Attn: Legal Department

All notices shall be sent by certified mail, return receipt requested.

8. The OWNERS hereby agree to indemnify, defend and save whole and harmless the VILLAGE and its officers, employees and agents from any and all loss or liability and related expenses (including attorney's fees) of any kind which arise out of, or as a consequence, of the performance of this Agreement and the enforcement thereof, excepting all such loss or liability and related expenses which arise out of, or as a consequence of, the negligence or willful acts or omissions of the VILLAGE, and its officers, employees and agents.

9. Upon the execution of this Agreement, it shall be recorded with the Recorder of Deeds of the County in which the PARKING LOT is located.
IN WITNESS WHEREOF, the parties hereto have set their hands and seal(s) this 7th day of July, 2015.

VILLAGE OF TINLEY PARK

A Municipal Corporation

By: [Signature]
Acting President

Owners:

Brixmor/IA Tinley Park Plaza, LLC.
a Delaware limited liability company

By: Brixmor/IA JV Pool B, LLC,
a Delaware limited liability company,
its sole mentor

By: Brixmor/IA JV, LLC,
a Delaware limited liability company,
its sole mentor

By: Brixmor/IA JV Manager, LLC,
a Delaware limited liability company,
its manager

By: [Signature] 7/11/15
Name: Thomas W. Litzler
Its: Executive Vice President
     President West Region
Exhibit A - North

X Fire Lane Signage Required

Yellow Fire Lane Pavement Marking

Match Line
Exhibit A - South

X Fire Lane Signage Required

Fire Lane Pavement Marking

Match Line