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

CLERK'S CERTIFICATE

I, PATRICK E. REA, the duly elected, qualified and acting 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-033

RESOLUTION APPROVING ESCROW AGREEMENT FOR TINLEY PARK CORPORATE CENTER

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 15th day of October, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 15th day of October, 2015.

I further certify that the vote on the question of the adoption 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: Grady, Vandenberg, Pannitto, Brady

NAYS: None

ABSENT: Maher

ABSTAIN: Younker

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 6th day of October, 2015.

[Signature]
Village Clerk
RESOLUTION NO. 2015-R-033

RESOLUTION APPROVING ESCROW AGREEMENT FOR TINLEY PARK CORPORATE CENTER

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a certain Escrow Agreement (the "Agreement") between the Village of Tinley Park ("Village"), and FR/CAL I-80 Tinley Park, LLC, a Delaware Limited Liability Company (the "Developer"), a true and correct copy of which is 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 behalf of said Village of Tinley Park the aforesaid Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 6th day of October, 2015, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Grady, Vandenberg, Pannitto, Brady

NAYS: None

ABSENT: Maher

ABSTAIN: Younker

APPROVED this 6th day of October, 2015, by the President of the Village of Tinley Park.

[Signatures]

Village President

Village Clerk
ESCROW AGREEMENT
TINLEY PARK CORPORATE CENTER

This Agreement, made this 6th day of October, 2015, by and between FR/Cal I-80 Tinley Park, LLC, a Delaware limited liability company (hereinafter referred to as “Owner”), and the Village of Tinley Park, a municipal corporation in Cook and Will Counties, Illinois) hereinafter referred to as “Village”).

WITNESSETH:

WHEREAS, Owner owns the property described on Exhibit A (the “Property”) attached hereto, as well as on the final plat for a planned unit development entitled, “Final Plat of Subdivision of Tinley Park Corporate Center”, prepared by Manhard Consulting and dated August 8, 2015 (the “PUD Plat”), and made a part hereof.

WHEREAS, Owner has caused said Property to be subdivided and has filed for final approval by Village, a subdivision plat (the “Subdivision Plat”) entitled, “Final Plat of Subdivision of Tinley Park Corporate Center”, prepared by Manhard Consulting and dated August 8, 2015.

WHEREAS, Village’s ordinances require the installation and completion at Owner’s expense of certain public and/or private improvements (hereinafter referred to as “Land Improvements”) in any such subdivision/PUD and the maintenance and repair of said Improvements for one year (the “Maintenance Period”) after completion and acceptance by the Village.

WHEREAS, the required Land Improvements have been installed and the Maintenance Period is to commence upon the deposit being made by Owner as required herein.

NOW, THEREFORE, in consideration of the Village’s approval of the Subdivision Plat and the PUD hereinabove described and other good and valuable consideration, Owner hereby agrees as follows:

1. That at Owner’s expense, Owner shall maintain and repair said Land Improvements for a period of one year after completion of and acceptance by Village of said Land Improvements and execution of this Escrow Agreement and the making of the deposit required under Paragraph 2 below.

2. That in order to guaranty the maintenance and repairs of the Land Improvements during the Maintenance Period, the Owner shall make a cash deposit to the Village in the amount of $337,247.33 (the “Deposit”), such Deposit to be held in escrow by the Village as escrow agent for the mutual benefit of the parties and to be held and disbursed as follows. In the event that the Village determines, in its sole and absolute discretion, that any of the Land Improvements require any maintenance or repairs during the Maintenance Period (a “Deficiency”), then the Village shall notify the Owner in writing (“Notice to Correct”) of such Deficiency(ies) indicating what action must be taken by Owner to correct the
Deficiency(ies) and the time within which the Owner must cure the Deficiency(ies). If the Notice to Correct does not specify a specific deadline to complete the work specified, the deadline for such work shall automatically be thirty (30) days from the day of the Notice to Correct. If the Deficiency(ies) is not corrected before the deadline, as determined by the Village in its sole and absolute discretion, the Village may perform or cause to be performed all work necessary, again as determined by the Village in its sole and absolute discretion, to correct any such Deficiencies and pay for the same out of the Deposit. In addition to paying for any such corrective work, the Village may also reimburse itself out of the Deposit for all expenses it incurs relating to any Deficiency and the correction thereof specifically including but not limited to any engineering and legal costs. Upon the expiration of the Maintenance Period, Village as escrow holder, shall release to Owner any amounts remaining of the Deposit within thirty (30) days of expiration of the Maintenance Period.

3. Intentionally Omitted.

4. (a) Village agrees to use its best efforts to ensure the security of the Deposit, and agrees to perform its duties hereunder with the same degree of care exercised by Village in connection with its own property.

(b) Village has possession of the Deposit only as escrow holder in accordance with the terms of this Escrow Agreement.

(c) In performing hereunder, Village shall be entitled to rely upon (i) the service, accuracy and authenticity of any order, judgment, certification, demand or judicial or administrative notice and (ii) any written notice or other document delivered to it in connection herewith believed by it to be genuine and correct and executed and delivered by the appropriate party. Village may conclusively presume that the representative of any entity other than a natural person which is a party hereto has full power and authority to execute any such written notice or other document and to issue instructions to Village on behalf of such party unless written notice to the contrary is delivered to Village.

(d) Village shall not be liable for any claim, loss or other damage resulting from (i) the performance of the respective obligations hereunder or breach of any covenant, representation, warranty or any other promise or obligation under this Escrow Agreement, by any of the parties hereto and/or (ii) compliance by Village with any legal process, subpoena, writs, orders, judgments and decree of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(e) The Owner agrees to indemnify and hold harmless Village, solely in its capacity as escrow agent hereunder, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable expenses (including those of its outside counsel) or disbursements of any kind whatsoever which may at any time be imposed upon, incurred by or asserted
against Village, in its capacity as escrow agent hereunder, in any way relating to or arising out of this Escrow Agreement, except to the extent resulting from the gross negligence or willful misconduct of Village.

(f) In the event of disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations of the parties or the propriety of any action contemplated by Village thereunder, the interpretation of the Village shall be final and conclusive upon both parties.

5. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to Village: Village President
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

With a copy to: Village Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

And: Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive – Suite 1660
Chicago, IL 60606-2903
Attn: Terrence M. Barnicle

If to Owner: FR/Cal I-80 Tinley Park, LLC
c/o California State Teachers’ Retirement System
100 Waterfront Place, 15th Floor
West Sacramento, California 95605-2807
Attention: CalSTRS – Lamont T. King, Jr., Legal Office
Phone: (916) 414-1730
Fax: (916) 414-1723
E-mail: lking@calstrs.com

And

Attention: Henry J. Thomas Jr.
Phone: (916) 414-7975
Fax: (916) 414-7984
E-mail: hthomas@calstrs.com
With a copy to:

CBRE Global Investors, LLC
515 S. Flower Street, Suite 3100
Los Angeles, California 90071
Attention: Christopher Bailey
Phone: (213) 683-4314
Fax: (213) 683-4301
E-mail: chris.bailey@cbreglobalinvestors.com

And a copy to:

Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Amy H. Wells, Esq.
Phone: (310) 284-2233
Fax: (310) 284-2100
E-mail: awells@coxcastle.com

And

Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Stephen D. Li, Esq.
Phone: (310) 284-2232
Fax: (310) 284-2100
E-mail: sli@coxcastle.com

6. This Escrow Agreement shall be binding upon the Owner and its heirs, executors, successors and assigns.

7. That if any portion of this Escrow Agreement shall be declared void or unenforceable, such adjudication shall not affect the validity or enforceability of any remaining part of this Agreement.

8. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Illinois notwithstanding the conflict of laws principles thereof.

9. No waiver of any of the obligations or provisions of this Escrow Agreement shall be enforceable against any of the parties unless such waiver is (a) executed by each of the parties hereto and (b) acknowledged in writing by Village. Any waiver effected hereby shall not constitute a waiver of any other obligations or provisions of this Escrow Agreement.
10. This Escrow Agreement may be amended, modified or terminated only by written instrument or written instruments signed by the parties hereto. No act, omission or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

11. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

12. This Escrow Agreement sets forth the entire agreement among the parties with respect to the subject matter hereof (that is, the escrow), and this Agreement supersedes and replaces any agreement or understanding that may have existed between the parties prior to or contemporaneously with the date hereof in respect of such subject matter expressly set forth herein.

13. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

“Village”

VILLAGE OF TINLEY PARK

By: ____________________________

[Signature]

Village President

Attest:

[Signature]

Village Clerk
“Owner”

FR/CAL I-80 Tinley Park, LLC,
a Delaware limited liability company

By: FirstCal Industrial, LLC, a Delaware limited
liability company, its sole member

By: California State Teachers’
Retirement System, a public entity,
its member

By: [Signature]

Michelle Cunningham, CFA
Deputy Chief Investment Officer
(Print Name and Title)
ACKNOWLEDGMENTS

State of Illinois  
)  
) SS  
Counties of Cook and Will  
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman, personally known to me to be the Village President of the Village of Tinley Park, and Patrick Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6th day of October, 2015

[Signature]
Notary Public

[Seal Image]
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Yolo

On September 9, 2015 before me, Mary Ann Avansino, Notary Public personally appeared Michelle Cunningham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

[Seal]
Exhibit A

LEGAL DESCRIPTION

PARCEL 1:

That part of the Northeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying South of the Indian Boundary Line described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence South 44 degrees 40 minutes 37 seconds West 180.60 feet along the Indian Boundary Line to a place of beginning, being the West line of Ridgeland Avenue; thence South 05 degrees 50 minutes 09 seconds West 24.23 feet; thence South 00 degrees 12 minutes 34 seconds East 142.00 feet along last said West line to the North right of way line of Moline Expressway; thence South 63 degrees 07 minutes 26 seconds West 364.71 feet along last said right of way line to the Indian Boundary Line; thence North 44 degrees 40 minutes 37 seconds East 465.45 feet along the Indian Boundary Line of the place of beginning, all in Cook County, Illinois.

PARCEL 2:

That part of Section 6, Township 35 North, Range 13 lying North and South of the Indian Boundary Line, described as follows: Beginning at the intersection of the Indian Boundary Line and the West line of the Northwest 1/4 of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, lying South of the Indian Boundary Line; thence South 44 degrees 42 seconds 08 minutes West 698.80 feet along the Indian Boundary Line to the West line of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying North of the Indian Boundary Line; thence North 00 degrees 48 minutes 26 seconds West 813.61 feet along last said West line; thence South 88 degrees 55 minutes 05 seconds West 140.10 feet to the East line of Oak Park Avenue as dedicated; thence North 01 degrees 23 minutes 33 seconds West 466.70 feet; thence North 09 degrees 11 minutes and 35 seconds East 604.16 feet along last said avenue to the South right of way line of the Moline Expressway (1-80); thence North 89 degrees 34 minutes 28 seconds East 200.06 feet along last said South right of way; thence continuing North 89 degrees 00 minutes 24 seconds East 214.15 feet to a point of curve; thence Easterly on a curve convex to the South having a radius of 5879.59 feet, an arc distance of 806.42 feet, and a chord bearing of North 85 degrees 04 Minutes 39 seconds East to a point of tangent; thence North 74 degrees 04 minutes 10 seconds East 308.49 feet to a point on curve; thence Easterly on a curve convex to the South having a radius of 5849.58 feet, an arc distance of 530.78 feet, and a chord bearing of North 75 degrees 33 minutes 02 seconds East to the North line of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying North of the Indian Boundary Line: thence North 89 degrees 03 minutes 38 seconds East 192.01 feet along last said South line to the Indian Boundary Line; thence North 44 degrees 42 minutes 08 seconds East 121.72 feet along said Indian Boundary Line, thence North 67 degrees 15 minutes 51 seconds East 507.87 feet; thence North 63 degrees 31 minutes 14 seconds East 349.22 feet all along said South right of way line of the Moline Expressway to the Westerly line of Ridgeland Avenue; thence South 05 degrees 08 minutes 18 seconds East 698.58
feet along last said Westerly line; thence South 04 degrees 52 minutes 01 seconds East 332.25 feet along last said Westerly line to the North line of the Northeast 1/4 of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying South of the Indian Boundary Line, thence South 89 degrees 54 minutes 35 seconds West 1294.84 feet along last said North line to the West line of the Northeast 1/4 of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying South of the Indian Boundary Line; thence South 00 degrees 12 minutes 34 seconds East 1329.67 feet along last said West line to the South line of the Northeast 1/4 of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying South of the Indian Boundary Line; thence South 89 degrees 54 minutes 35 seconds West 1327.84 feet along last said South line to West line of the Northwest 1/4 of the Southeast 1/4 of last said Fractional Section 6 to the West line of the Northwest 1/4 of the Southeast 1/4 of said Fractional Section 6; thence North 00 degrees 12 minutes 34 seconds West 243.40 feet along said last said West line to the place of beginning all in Cook County, Illinois.

Excepting that part of the Fractional Southeast 1/4 of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line described as follows: Beginning at a point, said point being the intersection of the Westerly prolongation of the South line of the Northwest 1/4 of the Fractional Southeast 1/4 of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, South of the Indian Boundary Line and the West line of the Fractional Southeast 1/4 of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian North of the Indian Boundary Line; thence North 00 degrees 00 minutes 00 seconds East on said West line, a distance of 258.80 feet; thence South 89 degrees 53 minutes 46 seconds East, a distance of 402.77 feet to a point of curve; thence Northeasterly along a curve convex to the South, having a central angle of 12 degrees 52 minutes 43 seconds, a radius of 440.00 feet, a length of 98.90 feet and subtended by a long chord having a bearing of the North 83 degrees 39 minutes 53 seconds East to the Northerly prolongation of West line of the Northwest 1/4 of the Fractional Southeast 1/4 of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, South of the Indian Boundary Line; thence South 00 degrees 56 minutes 26 seconds West along said Northerly prolongation, a distance of 34.62 feet to the Indian Boundary Line; thence South 45 degrees 49 minutes 38 seconds West along said Indian Boundary Line a distance of 343.05 feet to Westerly prolongation of the South line of the Northwest 1/4 of the Fractional Southeast 1/4 of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian South of the Indian Boundary Line; thence North 88 degrees 56 minutes 25 seconds West on said Westerly prolongation, a distance of 254.28 feet to the point of beginning, and

Excepting that part of the Southeast 1/4 of Fractional Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line, described as follows: Beginning at a point, said point being the intersection of the Westerly prolongation of the South line of the Northwest 1/4 of the Southeast 1/4 of said Fractional Section 6 with the West line of the Southeast 1/4 of said Fractional Section 6; thence North 89 degrees 54 minutes 35 seconds East 254.28 feet along the said Westerly prolongation to the Indian Boundary Line; thence South 44 degrees 42 minutes 08 seconds West 355.82 feet along said Indian Boundary Line to the West line of the Southeast 1/4 of said Fractional Section 6;
thence North 00 degrees 48 minutes 26 seconds West 252.53 feet along last said line to the point of beginning; and

Excepting that part dedicated for Prosperi Drive per Document No. 09188692, all in Cook County, Illinois.

PIN:

(Commonly known as:
ACTION by WRITTEN CONSENT
of the
SOLE MEMBER
of
FR/CAL I-80 TINLEY PARK, LLC

The undersigned, FirstCal Industrial, LLC, a Delaware limited liability company, being the sole member ("Sole Member") of FR/CAL I-80 Tinley Park, LLC, a Delaware limited liability company ("Company"), hereby adopts the following resolutions by written consent, without a meeting, effective as of September __, 2015:

APPROVAL of ESCROW AGREEMENT

WHEREAS, Company is the owner of that certain improved real property located in the County of Cook, State of Illinois, (the "Property"), upon which Company intends to redevelop a planned unit development, commonly known as the Tinley Park Corporate Center (the "Project"); and

WHEREAS, Company has caused the Property to be subdivided and has filed a subdivision plat (the "Subdivision Plat") for final approval by the Village of Tinley Park, a municipal corporation in Cook and Will Counties, Illinois ("Village"); and

WHEREAS, in connection with the redevelopment of the Project and the filing of the Subdivision Plat, Village’s ordinances require the installation and completion at Company’s expense of certain public and/or private improvements (the "Land Improvements") in the Project and the Subdivision Plat and the maintenance and repair of said Land Improvements for one (1) year (the "Maintenance Period") after completion and acceptance by Village; and

WHEREAS, Company has completed the installation of the required Land Improvements, and the Maintenance Period is to commence pursuant to the terms and conditions of that certain Escrow Agreement (the "Escrow Agreement") by and between Company and Village; and

WHEREAS, as a condition to the foregoing, Village requires Company to execute various documents including, but not limited to, the Escrow Agreement, and any and all such other agreements, instruments and documents required by Village, or otherwise relating to the rehabilitation of the Project and/or the filing of the Subdivision Plat (collectively, the "Documents"); and

WHEREAS, Sole Member has reviewed the Documents, agrees that Company will obtain a substantial benefit from the transaction, and deems it to be in the best interests of Company to execute, deliver and perform the Documents, implement the rehabilitation of the Property and the filing of the Subdivision Plat, and consummate the other transactions contemplated therein.
NOW, THEREFORE, BE IT RESOLVED, that all of the Documents, and the consummation of the transactions contemplated therein, are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that Company is hereby authorized, directed and empowered to (i) enter into, execute, acknowledge and deliver the Documents, in the name of and on behalf of Company, (ii) take such actions as shall be necessary, convenient, desirable or appropriate to perform the obligations of Company under the Documents, if any, and (iii) take such further actions as shall be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted hereby and each of them;

RESOLVED FURTHER, that Sole Member, acting alone, is hereby authorized, directed and empowered to (i) negotiate, amend, supplement, modify, execute, acknowledge and deliver the Documents, in the name and on behalf of Company, (ii) take such actions as shall be necessary, convenient, desirable or appropriate to perform the obligations of Company under the Documents, if any, (iii) perform all acts, and execute and deliver all documents, required from time to time to carry out the purposes of this authorization or to perfect or continue the rights and interests to be granted in connection with the transactions described herein, (iv) execute and deliver notes, drafts, guaranties, applications for letters of credit, deeds of trust, mortgages, pledge agreements, security agreements, subordination agreements, estoppel agreements, other evidences of indebtedness, other security documents and other documents from time to time in connection with any of the foregoing transactions, including without limitation the execution and delivery of the Documents, and including subsequent amendments and supplements to any of the foregoing documents, and (v) take such further actions as in Sole Member’s judgment shall be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of these authorizing resolutions adopted hereby and each of them;

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any actions authorized herein and performed prior to the passage of these authorizing resolutions is hereby ratified, confirmed and approved in all respects; and

RESOLVED FURTHER, that these authorizing resolutions may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Any executed copy of these authorizing resolutions that is delivered by a facsimile transmission or in PDF format by electronic mail shall be deemed as effective as an authorizing resolution with original signatures for all purposes.

[THE REMAINDER of this PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the undersigned, being the sole member of FR/Cal I-80 Tinley Park, LLC, has caused this written consent to be executed as of the date first written above.

SOLE MEMBER:    FIRSTCAL INDUSTRIAL, LLC,
a Delaware limited liability company

By: California State Teachers' Retirement System,
a public entity,
    its Member

By: [Signature]
Name: Michelle Cunningham, CFA
Title: Deputy Chief Investment Officer