

**RESOLUTION
OF THE MEMBERS OF THE
MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY**

CONCERNING APPROVAL OF A CARETAKER SERVICES CONTRACT

A meeting of the Members (the "Members of the Authority") of the McPherson Implementing Local Redevelopment Authority (the "Authority") was held on the 11th day of May, 2015, at which meeting a quorum was present and voting throughout. Upon motion duly made and seconded, the following resolutions were adopted by the Members of the Authority at such meeting: For all purposes hereof, this resolution, as a whole, shall be referred to as the "Resolution."

WHEREAS, after substantial discussion concerning the hiring of a firm to provide caretaker and security services for approximately 475 acres of Ft. McPherson (the "Acquired Ft. McPherson Property") for a period of up to one (1) year after the closing on the transfer of Acquired Ft. McPherson Property by the Authority (the "Transition Period"), the allocation of said caretaker and security services (the "Caretaker Services") before and after the Transition Period, the provision of such Caretaker Services on the portion of the Acquired Ft. McPherson Property expected to be retained by the Authority after conveyance by the United States Department of the Army (the "Army") and related matters, and upon the recommendation of the senior staff of the Authority, the Members of the Authority have determined that it is in the best interest of the Authority to approve the execution of a contract with Tikigaq Construction, LLC ("TCL") in an amount not to exceed \$3,500,000; provided that the terms of said contract are consistent with the parameters set forth in **Exhibit A** attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Members of the Authority hereby confirm and approve in all respects, the execution of a Caretaker Services Contract with TCL by the Chair, the Vice Chair or the Executive Director of the Authority, and taking of any and all other official actions deemed necessary or appropriate by the proper officers in connection therewith; provided, however, that the terms of such contract are consistent with the parameters set forth in **Exhibit A** attached hereto.

FURTHER RESOLVED, that all acts and doings of the officers, employees, attorneys or agents of the Authority whether done before, on or after the date of adoption of this Resolution, to the extent not inconsistent with this Resolution, which are in furtherance of the performance of the matters contemplated herein shall be, and the same hereby are, in all respects approved, ratified and confirmed.

FURTHER RESOLVED, that if any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be

deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

FURTHER RESOLVED, that the Secretary of the Authority is hereby directed to file a copy of this Resolution with the minutes of the proceedings of the Authority.

This Resolution shall take effect immediately upon its adoption by the Members of the Authority and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded or repealed (as and to the extent of any such conflict).

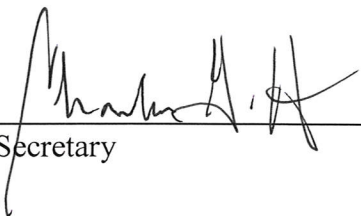
Adopted and approved this 11th day of May, 2015.

**MCPHERSON IMPLEMENTING LOCAL
REDEVELOPMENT AUTHORITY**

By:  _____
Chair

(SEAL)

ATTEST

By:  _____
Secretary

CERTIFICATE SECRETARY

The undersigned Secretary of the MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY ("MILRA") DOES HEREBY CERTIFY (i) that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution of the MILRA (the "Resolution") adopted on the 11th day of May, 2015 by the Members of the MILRA in Regular Session, as part of a meeting duly called and held, at which a quorum was present and acting throughout, and (ii) that the original of the Resolution appears of record in the Minute Book of the MILRA, which is in my custody and control and will be made available for public inspection.

Given under my hand and the corporate seal of the MILRA, this 11th day of May, 2015.

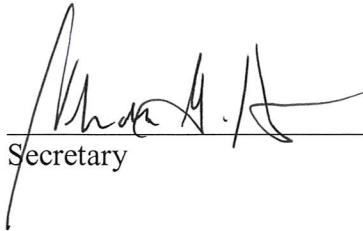

Secretary

EXHIBIT A – MATERIAL TERMS OF THE CARETAKER SERVICES
CONTRACT

1. Contract Counterparty/Most Responsive Proposer: Tikigaq Construction, LLC.
2. Contract Term of one (1) year with a contract price not to exceed \$3,500,000 for such period of time.
3. Contract shall provide for termination with thirty (30) days notice
4. Contract price shall not include the cost of utilities which are in addition to the Caretaker Services.
5. Contract shall provide for the performance of, but not limited to, the following services:
 - Security for the property 24/7, including secured entrances to the property
 - Daily inspection, maintenance and required repairs of all facilities and infrastructure
 - Manage accounting and billing of utilities for all users on the property
 - Landscaping maintenance for the grounds