

**APPLE INDUSTRIAL DEVELOPMENT CORP.**

Unanimous Written Consent of Directors without a Meeting

Amendment to the D'Onofrio General Contractors Corp., the Gem-Quality Corporation and the Girandola & Shutkind Construction Corp. General Repairs, Construction and Emergency Services Contracts

The undersigned, being all of the Directors of Apple Industrial Development Corp. ("Apple"), do hereby adopt the following resolution and authorize the actions contemplated therein by unanimous written consent of the Directors of Apple.

WHEREAS, on June 29, 1993, Apple's Board of Directors authorized an agreement commencing on approximately July 1, 1993 between New York City Economic Development Corporation ("NYCEDC") and Apple (the "Apple Contract") to enable Apple to provide broad property management services for all properties for which NYCEDC is responsible; and

WHEREAS, Apple's Board of Directors and Members from time to time have authorized extensions, renewals and/or increases of the Apple Contract; and

WHEREAS, pursuant to the Apple Contract, Apple, on behalf of NYCEDC, is responsible for undertaking certain management and maintenance services for various properties throughout the City of New York as may be designated by NYCEDC from time to time on an as needed basis (collectively, the "Sites"); and

WHEREAS, as part of its management duties, Apple requires general repairs, construction and emergency services (the "GC Services") for various Sites; and

WHEREAS, in 2011, using the facilities/construction manager method of procurement permitted under the Apple Contract, a Requests for Proposals ("RFP") was issued for contractors to provide the GC Services for the Sites designated by Apple from time to time and based on the responses to the RFP, Apple selected D'Onofrio General Contractors Corp. ("D'Onofrio"); Gem-Quality Corporation ("Gem"); and Girandola & Shutkind Construction Corp. ("G&S") to provide the GC Services; and

WHEREAS, by unanimous written consent dated as of August 22, 2011, the Directors of Apple authorized Apple to enter into a separate contract for an approximate term of five-years for the GC Services with each of D'Onofrio (the "D'Onofrio Contract"), Gem (the "Gem Contract"), and G&S (the "G&S Contract"; together with the D'Onofrio Contract and the Gem Contract, the "GC Contracts"). The GC Contracts were authorized each for an amount not to exceed \$1,000,000; and

WHEREAS, Apple proposes to amend the Gem Contract to reduce the GC Services to be provided by Gem and reduce the total amount of the Gem Contract by \$400,000 (the "Gem Amendment"); and


WHEREAS, Apple proposes that the GC Services no longer performed by Gem be undertaken by D'Onofrio and G&S, respectively; and

WHEREAS, Apple wishes to enter into a sole source amendment to the D'Onofrio Contract (the "D'Onofrio Amendment") and to the G&S Contract (the "G&S Amendment") to increase the maximum contract amount by an additional \$200,000 each as a result of the additional GC Services to be provided thereunder until the end of the GC Contracts' term on August 31, 2016.

NOW, THEREFORE, be it

RESOLVED, that the President or any Vice President of Apple is authorized, on behalf of Apple, to enter into the D'Onofrio Amendment and the G&S Amendment to provide additional funds for increased GC Services to be undertaken by D'Onofrio and G&S, respectively, and to enter into the Gem Amendment to reduce the total amount of the Gem Contract by \$400,000 for GC Services no longer to be performed by Gem. The total amount of the D'Onofrio Amendment shall not exceed \$200,000; the total amount of the G&S Amendment shall not exceed \$200,000. The total amount of the D'Onofrio Contract shall not exceed \$1,200,000 and the total amount of the G&S Contract shall not exceed \$1,200,000. The total amount of the Gem Contract shall not exceed \$600,000. The GC Contracts are cancellable upon notice by Apple.

Dated as of March 12, 2014

  
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William Candelaria

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Alan Friedberg

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Victor Ganzi

  
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Dmitri Konon

  
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James McSpiritt

WHEREAS, Apple proposes that the GC Services no longer performed by Gem be undertaken by D'Onofrio and G&S, respectively; and

WHEREAS, Apple wishes to enter into a sole source amendment to the D'Onofrio Contract (the "D'Onofrio Amendment") and to the G&S Contract (the "G&S Amendment") to increase the maximum contract amount by an additional \$200,000 each as a result of the additional GC Services to be provided thereunder until the end of the GC Contracts' term on August 31, 2016.

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Alan Friedberg

3/18/14

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Victor Ganzi

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Dmitri Konon

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James McSpiritt

WHEREAS, Apple proposes that the GC Services no longer performed by Gem, be undertaken by D'Onofrio and G&S, respectively; and

WHEREAS, Apple wishes to enter into a sole source amendment to the D'Onofrio Contract (the "D'Onofrio Amendment") and to the G&S Contract (the "G&S Amendment") to increase the maximum contract amount by an additional \$200,000 each as a result of the additional GC Services to be provided thereunder until the end of the GC Contracts' term on August 31, 2016.

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