

APPLE INDUSTRIAL DEVELOPMENT CORP.

Unanimous Written Consent of Directors without a Meeting

Commercial Cleaning Services at Various Sites

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 commercial cleaning services (the "Cleaning Services") for certain of the Sites; and

WHEREAS, using the competitive sealed proposals method of procurement permitted under the Apple Contract, Apple issued a Request for Proposals ("RFP") for the Cleaning Services at Sites designated by Apple from time to time; and

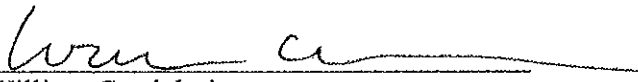
WHEREAS, based on its evaluation of the responses to the RFP, Apple selected C&W Cleaning Services Inc. ("C&W") for the Cleaning Services.

NOW, THEREFORE, be it

RESOLVED, that the President or any Vice President of Apple is authorized, on behalf of Apple, to enter into a contract for an approximate term of five years with C&W (the "C&W Contract") to provide the Cleaning Services for the Sites designated by Apple from time to time, with the C&W Contract commencing approximately as of May 15,

2013. The total amount of the C&W Contract shall not exceed \$200,000.00. The C&W Contract will be cancellable upon notice by Apple. It is anticipated that funds for the C&W Contract will be available under the Apple Contract.

Dated as of April 26, 2013



William Candelaria

Alan Friedberg

Victor Ganzi

Dmitri Konon

James McSpiritt

2013. The total amount of the C&W Contract shall not exceed \$200,000.00. The C&W Contract will be cancellable upon notice by Apple. It is anticipated that funds for the C&W Contract will be available under the Apple Contract.

Dated as of April 26, 2013

William Candelaria



Alan Friedberg

Victor Ganzi

Dmitri Konon

James McSpritt

2013. The total amount of the C&W Contract shall not exceed \$200,000.00. The C&W Contract will be cancellable upon notice by Apple. It is anticipated that funds for the C&W Contract will be available under the Apple Contract.

Dated as of April 26, 2013

William Candelaria

Alan Friedberg

Victor F. Ganzi
Victor Ganzi

Dmitri Konon

James McSpirtt


2013. The total amount of the C&W Contract shall not exceed \$200,000.00. The C&W Contract will be cancellable upon notice by Apple. It is anticipated that funds for the C&W Contract will be available under the Apple Contract.

Dated as of April 26, 2013

William Candelaria

Alan Friedberg

Victor Ganzi



Dmitri Konon

James McSpirtt

2013. The total amount of the C&W Contract shall not exceed \$200,000.00. The C&W Contract will be cancellable upon notice by Apple. It is anticipated that funds for the C&W Contract will be available under the Apple Contract.

Dated as of April 26, 2013

William Candelaria

Alan Friedberg

Victor Ganzi

Dmitri Konon



James McSpirtt