

**APPLE INDUSTRIAL DEVELOPMENT CORP.**

Unanimous Written Consent of Directors without a Meeting

**CCTV and Security Systems Maintenance, Repair and Emergency Services**

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 needs to enter into a contract for maintenance, repairs and emergency services for closed circuit television and/or other security systems (the "CCTV Services") for the Brooklyn Army Terminal, the Brooklyn Cruise Terminal, the South Brooklyn Marine Terminal and Bush Terminal in the Borough of Brooklyn, the Julia De Burgos Cultural Center in the Borough of Manhattan, 600 Food Center Drive in the Borough of the Bronx, and the Staten Island 9/11 Memorial (the "Specific Sites"), and possibly for other of the Sites; and

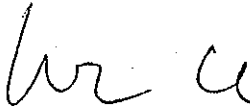
WHEREAS, using the facilities/construction manager method of procurement permitted under the Apple Contract, a Request for Proposals ("RFP") was issued for the CCTV Services at the Specific Sites and possibly for other of the Sites to potential contractors recommended by Turner Construction Company and approved by NYCEDC; and

WHEREAS, based on its evaluation of the responses to the RFP, Apple selected Diebold, Incorporated ("Diebold") for the above described CCTV 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 Diebold (the "Diebold Contract") for the CCTV Services at the Specific Sites and possibly for other of the Sites, with the Diebold Contract commencing approximately October 15, 2012. The total amount of the Diebold Contract shall not exceed \$1,325,000. The Diebold Contract is cancellable upon notice by Apple. Funds for the Diebold Contract are anticipated to be available under the Apple Contract.

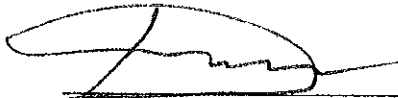
Dated as of September 25, 2012



William Candelaria

Alan Friedberg

Victor Ganzi



Dmitri Konon

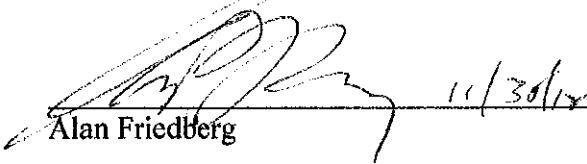
James McSpiritt

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 Diebold (the "Diebold Contract") for the CCTV Services at the Specific Sites and possibly for other of the Sites, with the Diebold Contract commencing approximately October 15, 2012. The total amount of the Diebold Contract shall not exceed \$1,325,000. The Diebold Contract is cancellable upon notice by Apple. Funds for the Diebold Contract are anticipated to be available under the Apple Contract.

Dated as of September 25, 2012

\_\_\_\_\_  
William Candelaria

  
\_\_\_\_\_  
Alan Friedberg

\_\_\_\_\_  
Victor Ganzi

\_\_\_\_\_  
Dmitri Konon

\_\_\_\_\_  
James McSpirtt

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 Diebold (the "Diebold Contract") for the CCTV Services at the Specific Sites and possibly for other of the Sites, with the Diebold Contract commencing approximately October 15, 2012. The total amount of the Diebold Contract shall not exceed \$1,325,000. The Diebold Contract is cancellable upon notice by Apple. Funds for the Diebold Contract are anticipated to be available under the Apple Contract.

Dated as of September 25, 2012

---

William Candelaria

---

Alan Friedberg

*Victor F. Ganzi*

---

Victor Ganzi

---

Dmitri Konon

---

James McSpirtt

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 Diebold (the "Diebold Contract") for the CCTV Services at the Specific Sites and possibly for other of the Sites, with the Diebold Contract commencing approximately October 15, 2012. The total amount of the Diebold Contract shall not exceed \$1,325,000. The Diebold Contract is cancellable upon notice by Apple. Funds for the Diebold Contract are anticipated to be available under the Apple Contract.

Dated as of September 25, 2012

---

William Candelaria

---

Alan Friedberg

---

Victor Ganzi

---

Dmitri Konon

---

  
James McSpiritt