

**APPLE INDUSTRIAL DEVELOPMENT CORP.**

Unanimous Written Consent of Directors without a Meeting

Amendment to the Economic Project Solutions, Inc. and to the KM Associates of New York, Inc. General Expediting 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 expediting services (the "Expediting Services") for the Sites; and

WHEREAS, in 2011, using the competitive sealed proposals method of procurement permitted under the Apple Contract, Apple issued a Requests for Proposals ("RFP") for a consultant to provide Expediting Services for the Sites designated by Apple from time to time and based on the responses to the RFP, Apple selected Economic Project Solutions, Inc. ("EPS") and KM Associates of New York, Inc. ("KM") to provide the Expediting Services; and

WHEREAS, by unanimous written consent dated as of December 20, 2011, the Directors of Apple authorized Apple to enter into a contract with each of EPS (the "EPS Contract") and KM (the "KM Contract"; together with the EPS Contract, the "Expediting Contracts") each for an approximate term of three years and each for a total amount not to exceed \$50,000; and


WHEREAS, Apple requires increased Expediting Services for the Sites; and

WHEREAS, Apple wishes to amend the Expediting Contracts on a sole source basis to increase the maximum contract amount by an additional \$50,000 each to provide funds for the increased Expediting Services to be performed by EPS (the "EPS Amendment") and KM (the "KM Amendment"), respectively.


NOW, THEREFORE, be it

RESOLVED, that the President or any Vice President of Apple is authorized, on behalf of Apple, to enter into the EPS Amendment and the KM Amendment to provide additional funds for increased Expediting Services to be performed by EPS and KM, respectively. The total amount of the EPS Amendment shall not exceed \$50,000; the total amount of the KM Amendment shall not exceed \$50,000. The Expediting Contracts will be cancellable upon notice by Apple.

Dated as of March 12, 2014

  
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William Candelaria

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Alan Friedberg

Victor Ganzi  
  
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Dmitri Konon

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James McSpirtt

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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 McSpirtt

RESOLVED, that the President or any Vice President of Apple is authorized, on behalf of Apple, to enter into the EPS Amendment and the KM Amendment to provide additional funds for increased Expediting Services to be performed by EPS and KM, respectively. The total amount of the EPS Amendment shall not exceed \$50,000; the total amount of the KM Amendment shall not exceed \$50,000. The Expediting Contracts will be cancellable upon notice by Apple.

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William Candelaria

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Alan Friedberg

*Victor F. Ganzl*

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*James M. Spiritt*

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James McSpiritt