

APPLE INDUSTRIAL DEVELOPMENT CORP.

Unanimous Written Consent of Directors without a Meeting

**Amendment to the J.E.S. Plumbing & Heating Corp.,
Economy Plumbing & Heating Co., Inc. and Par Plumbing Co., Inc. Plumbing 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 plumbing installation, repair and emergency services (the "Plumbing 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 Plumbing Services for the Sites designated by Apple from time to time and based on the responses to the RFP, Apple selected J.E.S. Plumbing & Heating Corp. ("J.E.S."); Economy Plumbing and Heating Co., Inc. ("Economy"); and Par Plumbing Co., Inc. ("Par") to provide the Plumbing Services; and

WHEREAS, by unanimous written consent dated as of June 7, 2011, the Directors of Apple authorized Apple to enter into a separate contract for a term of five-years for the Plumbing Services with each of J.E.S (the "J.E.S Contract"), Economy (the "Economy Contract"), and Par (the "Par Contract"; together with the J.E.S. Contract and the Economy Contract, the "Plumbing Contracts"). The J.E.S. Contract was authorized for an amount not exceed \$597,380.31; the Economy Contract was authorized for an amount not to exceed \$563,595.30; and the Par Contract was authorized for an amount not to exceed \$539,024.39; and

WHEREAS, Apple proposes to amend the Par Contract to reduce the Plumbing Services to be provided by Par and reduce the total amount of the Par Contract by \$300,000 (the "Par Amendment"); and

WHEREAS, Apple proposes that the Plumbing Services no longer performed by Par be undertaken by J.E.S. and Economy, respectively; and

WHEREAS, Apple wishes to enter into a sole source amendment to the J.E.S. Contract (the "J.E.S. Amendment") and to the Economy Contract (the "Economy Amendment") to increase the maximum contract price by an additional \$150,000 each as a result of the additional Plumbing Services to be provided thereunder until the end of the J.E.S. Contract and the Economy Contract on June 14, 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 J.E.S. Amendment and the Economy Amendment to provide additional funds for increased Plumbing Services to be undertaken by J.E.S. and Economy, respectively and to enter into the Par Amendment to reduce the total amount of the Par Contract by \$300,000 for Plumbing Services no longer to be performed by Par. The total amount of the J.E.S. Amendment shall not exceed \$150,000; the total amount of the Economy Amendment shall not exceed \$150,000. The total amount of the J.E.S. Contract shall not exceed \$747,380.31 and the total amount of the Economy Contract shall not exceed \$713,595.30. The total amount of the Par Contract shall not exceed \$239,024.39. The Plumbing Contracts are cancellable upon notice by Apple.

Dated as of March 12, 2014



William Candelaria

Alan Friedberg

~~Victor Ganzi~~

~~Victor Ganzi~~

Dmitry Konon

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James McSpirtt

WHEREAS, Apple proposes that the Plumbing Services no longer performed by Par be undertaken by J.E.S. and Economy, respectively; and

WHEREAS, Apple wishes to enter into a sole source amendment to the J.E.S. Contract (the "J.E.S. Amendment") and to the Economy Contract (the "Economy Amendment") to increase the maximum contract price by an additional \$150,000 each as a result of the additional Plumbing Services to be provided thereunder until the end of the J.E.S. Contract and the Economy Contract on June 14, 2016.

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WHEREAS, Apple wishes to enter into a sole source amendment to the J.E.S. Contract (the "J.E.S. Amendment") and to the Economy Contract (the "Economy Amendment") to increase the maximum contract price by an additional \$150,000 each as a result of the additional Plumbing Services to be provided thereunder until the end of the J.E.S. Contract and the Economy Contract on June 14, 2016.

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