


**DEED**

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, <sup>as of 23rd</sup> made the ~~20th~~ day of May, 2003 

**BETWEEN**

**NORTHROP GRUMMAN SYSTEMS CORPORATION**, a Delaware corporation, with offices located at 1840 Century Park East, Los Angeles, California 90067-2199

party of the first part, and

**DISTRIBUTION TRAFFIC SERVICES, INC.**, a New York corporation, with offices located at 100 West Industry Court, Deer Park, New York 11729

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the improvements located thereon, situate, lying and being at Bethpage, in the Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described on Schedule "A", attached hereto and made part hereof (the "Premises"),

The conveyance made herein is made in the ordinary course of business of the party of the first part.

Party of the first part is same as grantee in deed dated July 2, 1969, recorded on January 19, 1970 at Liber 8080, Page 136, and deed dated July 2, 1969, recorded on January 20, 1970 at Liber 8080, Page 310, covering the Premises and more.

The Premises herein are conveyed subject to that certain Declaration of Easement, Declaration of Recharge Basin Easement, Declaration of Covenants and Restrictions and Declaration of Environmental Easement, all dated of even date herewith and to be recorded immediately after the recording of this instrument with the Nassau County Clerk.

The Premises herein are conveyed subject to the following:

- (1) Laws or governmental regulations that affect the use and/or development of the Property;
- (2) Any state of facts an accurate land survey would show, provided same does not render title unmarketable. Minor variations of fences or other ancillary structures with record lines shall not be deemed to render title unmarketable;
- (3) Survey prepared by Albert A. Bianco, L.S., last dated April 11, 2002;
- (4) Covenants, agreements, easements or restrictions of record;
- (5) Variations between tax lot lines and lines of record title;
- (6) The state of facts as shown on the plan entitled "Building No. 1 Parcel Composite Utility/Easement Plan", dated July 10, 2002; and
- (7) The state of facts as shown on the subdivision map entitled "Map of Property of Grumman Industrial Park (a planned industrial commercial subdivision) at Bethpage, Town of Oyster Bay, Town of Hempstead, Nassau County, New York" prepared by Albert A. Bianco, L.S. filed in the Nassau County Clerk's Office on September 28, 1999 under Map No. 009515.

The Premises herein are also conveyed subject to the following covenants and restrictions:

1. **Notice:** A release of hazardous substances has occurred at the Premises. Remedial activities were performed and the New York State Department of Environmental Conservation ("DEC") has issued a "no further action" letter. At the conclusion of the remedial activities, some hazardous substances remained at the site at concentrations that are above the recommended soil cleanup guidelines for unrestricted use. A report prepared by Dvirka & Bartilucci entitled Deed Restriction Information, Plant 1 Facility, dated November 20, 2002, identifies the substances, the locations and the concentrations of the hazardous substances.

2. **Use Restriction:** The Premises shall not be used for uses that: (i) are or may be construed to be residential, or (ii) include persons other than employees staying over night, including, without limitation, a hotel, nursing home or congregate care facility, or (iii) involve children, including, without limitation, a school, day care facility or an outdoor recreational facility, unless otherwise approved by DEC in conjunction with the New York State and Nassau County Departments of Health. These restrictions may be removed upon the recording of certification from DEC (or its successor, if any) that there are no hazardous substances or constituents of concern at the Premises at concentrations that exceed then applicable DEC recommended cleanup levels.

DEED

3. Subsurface Activities: The hazardous substances referred to in paragraph "1", above, shall be covered with either topsoil, pavement or a building. Excavation or other subsurface activities at the site that may affect or involve the hazardous substances at the site should not be performed without reviewing the reports that describe the location of the hazardous substances, in consultation with DEC and, if necessary, taking appropriate precautions to prevent worker exposure to said hazardous substances. In the case of any soil removal, the soil should be sampled and disposed of in accordance with applicable law, based on the sampling results. Party of the second part shall provide notice to Regional Solid and Hazardous Materials Engineer, New York State Department of Environmental Conservation, Region One, SUNY - Building 40, Stony Brook, NY 11790, annually certifying that the institutional and/or engineering controls specified herein are being complied with.

4. Covenant Regarding Hazardous Substances: Party of the second part covenants on behalf of itself and all successors, assigns and grantees that it shall indemnify and hold party of the first part, its parent, their successors and assigns and the affiliates, directors, officers, managers, shareholders, employees and agents of each of them harmless from and against all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, judgments, costs and expenses (including, without limitation, attorney's fees and court costs) arising out of or related to the condition of the Premises or any hazardous substances present at the Premises (whether direct or indirect, known or unknown, foreseen or unforeseen, latent or patent), the breach of any covenant set forth in this Deed or any act or omission that is contrary to any restriction imposed on the Premises by the DEC. This covenant shall run with the land and be binding on all future owners of the Premises.

5. Covenant Regarding Environmental Claims: Party of the second part covenants on behalf of itself and all successors, assigns and grantees that they shall waive their right to recover from, and forever release and discharge party of the first part, its parent, their successors and assigns, and the affiliates, directors, officers, managers, shareholders, employees and agents of each of them, for, from and against any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and court costs), whether direct or indirect, known or unknown, foreseen or unforeseen, latent or patent, that may arise on account of or in any way be connected with the Premises, the condition of the Premises, or any law, regulation, order, decree or directive applicable thereto, including, without limitation, environmental laws. Without limiting the generality of the foregoing, party of the first part shall have no liability to party of the second part with respect to property conditions under common law, or any federal, state, or local law or regulation, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251 et seq., as amended, and party of the second part hereby releases and waives any and all claims which party of the second part has or may have against party of the first part, its subsidiaries, parent, affiliates, officers, directors, managers, shareholders, employees and agents with respect to the condition of the Premises. This covenant shall run with the land and be binding on all future owners of the Premises.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any publicly opened and dedicated streets and roads abutting the above described Premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises, except as otherwise provided herein; TO HAVE AND TO HOLD the Premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this Deed the day and year first above written.

IN PRESENCE OF:

  
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NORTHROP GRUMMAN SYSTEMS CORPORATION

BY:

  
A. J. Paz, Director of Real Estate

DEED

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of

ss:

State of New York, County of

ss:

On the day of in the year before me, the undersigned, personally appeared

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

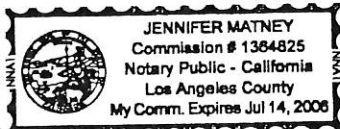
State of California

ss:

On the 16th day of May in the year 2003 before me, the undersigned, personally appeared A.J. Paz personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

City of Los Angeles (insert the City or other political subdivision)

in the State of California. (and insert the State or County or other place the acknowledgment was taken)



(Signature of Notary Public) NOTARY PUBLIC (signature and office of individual taking acknowledgment)

QUITCLAIM DEED

SECTION 46
BLOCK 323
LOTS 248 & 249
COUNTY - NASSAU

Title No.

Recorded at Request of COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

Gary M. Meltzer, Esq.
Meltzer, Lippe, Goldstein, LLP
190 Willis Avenue
Mineola, New York 11501



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**SCHEDULE A - DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being at Bethpage, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots 14 and 15 on a certain map entitled, "Map of Grumman Industrial Park, surveyed and compiled by Albert A. Bianco, Professional Land Surveyor," which map was filed in the Nassau County Clerk's Office on September 28, 1999 under Map No. 9515, and being bounded and described as follows:

BEGINNING at a point on the northeasterly side of Grumman Road distant 828.10 feet northerly from the corner formed by the intersection of the easterly side of Grumman Road with the northerly side of Central Avenue;

Running thence along the northerly and northeasterly side of Grumman Road the following three (3) courses and distances:

- 1). South 89 degrees 49 minutes 04 seconds West 48.11 feet;
- 2). Northwesterly along the arc of a curve bearing to the left having a radius of 308.79 feet a distance of 104.04 feet;
- 3). North 49 degrees 43 minutes 41 seconds West 1577.29 feet;

Thence North 40 degrees 16minutes 19 seconds East 569.06 feet;

Thence South 49 degrees 43minutes 41 seconds East 19.00 feet;

Thence North 40 degrees 16minutes 19 seconds East 146.85 feet to lands now or formerly of the Long Island Railroad;

Thence along said last mentioned land South 49 degrees 42minutes 13 seconds East 1454.75 feet;

Thence South 40 degrees 17minutes 05 seconds West 238.09 feet;

Thence North 53 degrees 03minutes 17 seconds West 41.87 feet;

Thence North 59 degrees 49minutes 07 seconds West 16.23 feet;

Thence Southwesterly and southerly along the arc of a curve bearing to the left having a radius of 34.95 feet a distance of 73.41 feet;

Thence South 00 degrees 10minutes 56 seconds East 554.18 feet to the northeasterly side of Grumman Road at the point or place of BEGINNING.