



VIA ELECTRONIC MAIL

September 9, 2022

Ms. Tara L. Rutland
Project Manager, Bureau of Eastern Remedial Action
Division of Environmental Remediation, 11th Floor
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7015

**Subject: Executed Environmental Easement
Former TransTechnology Corporation Facility, Glen Head, New York #1-30-101**

Dear Tara:

WSP USA, on behalf of our client Breeze-Eastern LLC, is submitting a copy of the environmental easement for the 1 Robert Lane property (i.e., the former TransTechnology Corporation facility site) in Glen Head, New York (Site #1-30-101). The easement was executed on June 2, 2022, and later recorded with the Nassau County Clerk on July 21, 2022. The environmental easement, including the site survey, legal descriptions, and the receipt obtained during the county filing, is presented in Enclosure A.

Please feel free to contact me at (315) 374-8494 if you have questions concerning the environmental easement or any other aspect of this project.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'David P. Bouchard', written over a light blue horizontal line.

David P. Bouchard
Senior Project Director

DPB:rl0

\\\\uscaz1ser01\\es\\clients\\breeze-eastern\\transtechnology\\investigation & remediation\\ou-1 investigation & remediation\\easement submission 2022

cc: Mr. Anthony C. Perretta, New York State Department of Health
Ms. Charlotte Bethoney, New York State Department of Health
Mr. Carlos Pareja, Nassau County Department of Health
Mr. John A. Simon, Gnarus Advisors LLC

WSP USA
13th Floor
100 Summer Street
Boston, MA 02110

Tel.: +1 617 426-7330
wsp.com

ENCLOSURE A – ENVIRONMENTAL EASEMENT

**** Electronically Filed Document ****

Instrument Number: 2022-76763

Recorded As: EX-D06 - DEED AGREEM

Recorded On: July 21, 2022

Recorded At: 11:16:47 am

Receipt Number: 2656287

Number of Pages: 12

Processed By: 001 JP

Book-VI/Pg: Bk-D VI-14273 Pg-53

Total Rec Fee(s): \$400.00

** Examined and Charged as Follows **

06 - DEED AGREEMENT \$ 100.00 EX-Blocks - Deeds - \$300 \$ 300.00

	Tax Amount	Consid Amt	RE#CS#		
Tax-Transfer	\$ 0	\$ 0	RE 29035	Basic	\$ 0.00
OYSTER BAY				Local NY CITY	\$ 0.00
				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name
21	N-03	21		OYSTER BAY
21	N-03	599		OYSTER BAY
21	N-03	600		OYSTER BAY
21	N-03	601		OYSTER BAY

*****THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 2nd day of June, 2022, between Owner(s) Breeze-Eastern LLC, having an office at 35 Melanie Lane, Whippany, NJ 07981 County of Morris, State of New Jersey (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 1 Robert Lane Glen Head, New York 11545 in the Town of Oyster Bay of County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau as tax map parcel numbers: Section 21. Block N-3 Lot 21, 599-601, being the same as that property conveyed to Grantor by deed dated April 30, 1982 and recorded in the Nassau County Clerk's Office in Liber and Page: Liber 9404, Page 403. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 7.75 +/- acres and is hereinafter more fully described in the Land Title Survey dated September 9, 2021, prepared by Jerry P. LaRue, Professional Land Surveyor, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

S: 21
B: N-3
L: 21
599
600
601

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Residential use, as defined under 6 NYCRR 375-1.8(g)(2)(i), for the part of the Controlled Property identified as Parcel "A" on the survey attached as part of Schedule A, and Restricted-Residential use, as defined under 6 NYCRR 375-1.8(g)(2)(ii), for the part of the Controlled Property identified as Parcel "B" on the survey attached as part of Schedule A. The entire Controlled Property identified in Schedule A may be used for Commercial use, as defined under 6 NYCRR 375-1.8(g)(2)(iii) and Industrial use, as defined under 6 NYCRR 375-1.8(g)(2)(iv).

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Nassau County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for raising livestock or producing animal products for human consumption, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

H. [REDACTED]

[REDACTED]

[Text Intentionally Omitted]

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 130101
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.


9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Breeze-Eastern LLC:

By:  _____

Print Name: Nancy Piperato _____

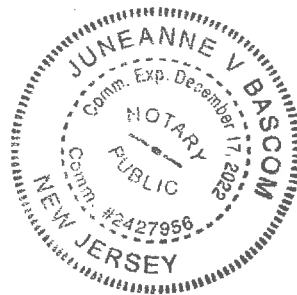
Title: VP Finance Date: 4/21/2022

Grantor's Acknowledgment

STATE OF NEW JERSEY)
) ss:
COUNTY OF MORRIS)

On the 21st day of April, in the year 2022, before me, the undersigned, personally appeared Nancy Piperato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.


Notary Public - State of New Jersey



THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: Andrew Guglielmi
Division of Environmental Remediation
Andrew Guglielmi, Director

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

Andrew
Guglielmi

On the 2nd day of June, in the year 2022 before me, the undersigned, personally appeared ~~Susan M. Cornick~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Amanda J. Kukle

Notary Public - State of New York

Amanda Judith Kukle

AMANDA JUDITH KUKLE
NOTARY PUBLIC, State of New York
Reg. No. 02KU6328588
Qualified in Greene County
Commission Expires August 3, 2023

SCHEDULE "A" PROPERTY DESCRIPTION

PARCEL A – LAND AREA ORDAINED TO BE "R1-7"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT GLEN HEAD, TOWN OF OYSTER BAY, COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF ROBERT LANE AND THE EASTRLY END OF ROBERT LANE AS SHOWN ON A CERTAIN MAP ENTITLED "MAP OF TODD ESTATES, SECTION 2", FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF NASSAU ON FEBRUARY 19, 1953 AS MAP NUMBER 5716;

RUNNING THENCE THE FOLLOWING COURSE AND DISTANCE TO THE POINT OR PLACE OF BEGINNING;

NORTH 07 DEGREES 18 MINUTES 17 SECONDS EAST, 40.30 FEET; TO THE ACTUAL OR TRUE POINT OF BEGINNING, AND FROM SAID POINT, RUNNING THENCE THE FOLLOWING 7 COURSES AND DISTANCES:

NORTH 07 DEGREES 18 MINUTES 17 SECONDS EAST, 1014.52 FEET;

SOUTH 82 DEGREES 41 MINUTES 43 SECONDS EAST, 250.45 FEET;

SOUTH 07 DEGREES 09 MINUTES 00 SECONDS WEST, 150.85 FEET;

NORTH 82 DEGREES 41 MINUTES 43 SECONDS WEST, 153.81 FEET;

SOUTH 07 DEGREES 18 MINUTES 17 SECONDS WEST, 812.69 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, FOR A DISTANCE OF 34.38 FEET TO A POINT;

RUNNING THENCE THE FOLLOWING COURSE AND DISTANCE:

SOUTH 86 DEGREES 06 MINUTES 03 SECONDS WEST, 6.74 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 97.00 FEET, FOR A DISTANCE OF 32.23 FEET TO A POINT;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 97.00 FEET, FOR A DISTANCE OF 29.08 FEET TO A POINT;

RUNNING THENCE THE FOLLOWING COURSE AND DISTANCE BACK TO THE POINT OR PLACE OF BEGINNING;

SOUTH 84 DEGREES 14 MINUTES 29 SECONDS WEST, 13.71 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING A LAND AREA OF: 2.75 acres

SCHEDULE "A" PROPERTY DESCRIPTION

PARCEL B – LAND AREA ORDAINED TO BE "RMF-16"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT GLEN HEAD, TOWN OF OYSTER BAY, COUNTY OF NASSAU, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, WHICH IS FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF ROBERT LANE AND THE EASTERLY END OF ROBERT LANE AS SHOWN ON A CERTAIN MAP ENTITLED "MAP OF TODD ESTATES, SECTION 2", FILED IN THE OFFICE OF THE COUNTY OF NASSAU ON FEBRUARY 19, 1953 AS MAP NUMBER 5716;

RUNNING THENCE THE FOLLOWING 2 COURSES AND DISTANCES:

NORTH 07 DEGREES 18 MINUTES 17 SECONDS EAST, 40.30 FEET;

NORTH 84 DEGREES 14 MINUTES 29 SECONDS EAST, 13.71 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 97.00 FEET, FOR A DISTANCE OF 29.08 FEET TO A POINT;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 97.00 FEET, FOR A DISTANCE OF 32.23 FEET TO A POINT;

RUNNING THENCE THE FOLLOWING COURSE AND DISTANCE:

NORTH 86 DEGREES 06 MINUTES 03 SECONDS EAST, 6.74 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, FOR A DISTANCE OF 34.38 FEET TO A POINT;

RUNNING THENCE THE FOLLOWING 4 COURSES AND DISTANCES TO A POINT ON THE EASTERLY SIDE OF DUMOND PLACE:

NORTH 07 DEGREES 18 MINUTES 17 SECONDS EAST, 812.69 FEET;

SOUTH 82 DEGREES 41 MINUTES 43 SECONDS EAST, 153.81 FEET;

SOUTH 07 DEGREES 09 MINUTES 00 SECONDS WEST, 1270.33 FEET;

SOUTH 82 DEGREES 06 MINUTES 30 SECONDS WEST, 195.90 FEET;

RUNNING THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE EASTERLY SIDE OF DUMOND PLACE;

NORTH 07 DEGREES 11 MINUTES 00 SECONDS WEST, 50.00 FEET;

RUNNING THENCE THE FOLLOWING 4 COURSES AND DISTANCES BACK TO THE SAID POINT OR PLACE OF BEGINNING:

NORTH 82 DEGREES 49 MINUTES 00 SECONDS EAST, 100.17 FEET (ACTUAL)

NORTH 82 DEGREES 49 MINUTES 00 SECONDS EAST, 100.00 FEET (DEED)

NORTH 07 DEGREES 11 MINUTES 00 SECONDS WEST, 164.57 FEET (ACTUAL)

NORTH 07 DEGREES 11 MINUTES 00 SECONDS WEST, 164.64 FEET (DEED);

SOUTH 86 DEGREES 03 MINUTES 00 SECONDS WEST, 68.49 FEET (ACTUAL)

SOUTH 86 DEGREES 03 MINUTES 00 SECONDS WEST, 68.17 FEET (DEED);

NORTH 04 DEGREES 29 MINUTES 00 SECONDS WEST, 202.54 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING A LAND AREA OF: 5.00 acres



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-1, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	Breeze-Eastern LLC	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	35 Melanie Lane	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	Whippany NJ 07981	95-4062211
<input checked="" type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other	TRANS-Digm INC.	34-1750032
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)	SSN
<input type="checkbox"/> Individual	People of the State of New York / Department of Environmental Conservation	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	625 Broadway	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	Albany NY 12233	14-6013200
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input checked="" type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
21/N-3, Lots 21, Block 599, 600, 601	282419	1 Robert Lane	Glen Head	Nassau

Type of property conveyed (mark an X in applicable box)

1 <input checked="" type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance 06 02 2022 month day year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling		
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____		
5 <input type="checkbox"/> Commercial/industrial			

**Condition of conveyance
(mark an X in all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	-	0	-
2.	-	0	-
3.	-	0	-
4.	-	0	-
5.	-	0	-
6.	-	0	-

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	-	0	-
2.	-	0	-
3.	-	0	-

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

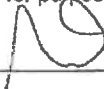



Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

	VP of Finance		Director of DEP
Grantor signature	Title	Grantee signature	Title
	VP of Finance		Dir of DEP
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under **Exemption for nonresident transferors/sellers**, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

