AMENDMENT NO. 4 TO SUBLEASE AGREEMENT

THIS AMENDMENT NO. 4 TO SUBLEASE AGREEMENT (this "Amendment") dated as of November 26, 2019, by and between the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 1 West Street, 4th Floor, Mineola, NY 11501 (the "Agency"), and NASSAU CANDY DISTRIBUTORS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 530 West John Street, Hicksville, NY 11801 (the "Company").

WITNESSETH:

WHEREAS, the Company submitted an application for financial assistance (as amended to date, the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Original Project") consisting of the following: (A)(1) the acquisition of an interest in a parcel of land located at 300 Duffy Avenue, Hicksville, Town of Oyster Bay, Nassau County, New York (Section: 11; Block: 327; Lots: 406, 408, 412 and 422) (the "Land"), (2) the renovation of the existing approximately 153,216 square foot building (collectively, the "Building") on the Land, together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Equipment"), all of the foregoing for use by the Company as a manufacturing, warehouse and distribution facility in connection with its wholesale confectionery business (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes; and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, on or about December 9, 2015, pursuant to an application for financial assistance dated September 28, 2015 (as amended, the "2015 Amendment Request"), the Applicant presented an application to amend the Original Project to permit: (A) the construction, installation and equipping of an approximately 26,216 square foot addition to the Original Building; (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, in the form of a potential exemption or partial exemption from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the "2015 Financial Assistance"); and (C) the amendment of certain Transaction Documents (as defined in the Lease Agreement) in connection therewith (collectively, the "2015 Project"); and

WHEREAS, on or about December 19, 2017, pursuant to an application for financial assistance dated October 17, 2017 (as amended, the "2017 Amendment Request"), the Applicant presented an application to amend the Original Project to permit: (A) the construction, installation and equipping of an approximately 7,210 square foot addition to the Original Building on Lot 424 (together with the Original Land, the “Land”); (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, in the form of a potential exemption or partial exemption from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the "2017 Financial Assistance"); and (C) the amendment of certain Transaction Documents (as defined in the Lease Agreement) in connection therewith (collectively, the "2017 Project"); and

WHEREAS, in connection with the Original Project Facility the Agency entered into a straight-lease with the Company and granted the Original Financial Assistance; and

WHEREAS, in connection with the 2015 Amended Request the Agency entered into certain amendments of the straight-lease and granted the 2015 Financial Assistance; and

WHEREAS, in connection with the 2017 Amended Request the Agency entered into certain amendments of the straight-lease and granted the 2017 Financial Assistance; and

WHEREAS, the Applicant presented an application for additional financial assistance (the "Expansion Project" and together with the original Project, collectively, the "Project") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") consisting, inter alia, of the following: (A)(1) retention of an interest in the Land, (2) renovations to the Original Building and the construction of an approximately 20,000 square foot addition to the building (the "Expansion Space" and together with the Original Building, collectively, the "Building), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Equipment"), all of the foregoing for use by the Applicant as its headquarters and main manufacturing, warehouse and distribution facility for the Applicant's wholesale confectionary business (collectively, the "Project Facility"); (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes, mortgage recording taxes, and real property taxes (but not including special assessments and ad valorem levies) (the "Financial Assistance"); and (C) the amendment of certain Transaction Documents (as defined in the Lease Agreement) in connection therewith; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") to hear all persons interested in the Expansion Project and the Additional Financial Assistance contemplated by the Agency with respect to the Expansion Project, to be mailed on September 30, 2019 to the chief executive officer of Nassau County, New York and of each other affected tax jurisdiction within which the Expansion Space is or is to be located, (B) caused notice of the Public Hearing to be published on September 30, 2019 in the Nassau edition of Newsday, a newspaper of general circulation available to residents of the Town of Oyster Bay and the County of Nassau, New York, (C) conducted the Public Hearing on October 15, 2019, at 1:00 pm., local time, at Town of Oyster Bay Community Center, 59 Church Street, Oyster Bay, Town of Oyster Bay, Nassau County, New York, and (D) prepared a report of the Public Hearing (the "Report") which fairly summarizes the views presented at the Public Hearing and distributed the Report to the members of the Agency; and

WHEREAS, (A) the Executive Director of the Agency caused notice of a meeting of the Agency (the "IDA Meeting") with respect to the proposed deviation from the Agency's uniform tax exemption policy and guidelines to be mailed on September 30, 2019 to the chief executive officer of each affected tax jurisdiction, and (B) the members of the Agency conducted the IDA Meeting on the October 17, 2019, reviewed any written comments or correspondence received at or before the IDA Meeting regarding the proposed deviation from the Agency's uniform tax exemption policy, and approved the proposed deviation by resolution of the members of the Agency adopted on October 17, 2019; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the appropriate personnel of the Agency reviewed the materials submitted by the Company and made any necessary comments to members of the Agency, and by resolution of the members of the Agency adopted on October 17, 2019, the Agency decided to conduct an uncoordinated review of the Expansion Project and determined that the Expansion Project will not have a significant adverse environmental impact and that an environmental impact statement will not be prepared; and

WHEREAS, by resolution adopted by the members of the Agency on October 17, 2019 (the "Authorizing Resolution"), the Agency, following a review of the Report, determined to proceed with the Expansion Project, to grant the Additional Financial Assistance and to enter into the transaction contemplated by this Amendment;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

SECTION 1.1 Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Transaction Documents (as defined in the Lease).

SECTION 2. AMENDMENTS.

SECTION 2.1 The definition of "PILOT Agreement" in Section 1.1 of the Lease is amended and restated in its entirety to read as follows:

"'PILOT Agreement' means the Payment in Lieu of Taxes Agreement of even date herewith among the Company, the Overlandlord and the Agency, as amended and restated by the Amended and Restated Payment in Lieu of Taxes Agreement dated as of December 1, 2015 among the Company, the Overlandlord and the Agency, and as further amended and restated by the Second Amended and Restated Payment in Lieu of Taxes Agreement dated as of December 29, 2017 among the Company, the Overlandlord and the Agency, and as further amended and restated by the Third Amended and Restated Payment in Lieu of Taxes Agreement dated as of November 26, 2019 among the Company, the Overlandlord and the Agency, pursuant to which the Company and the Overlandlord shall make certain payments in lieu of real property taxes with respect to the Premises."

SECTION 2.1 The parties agree that the Recapture of Benefits schedule in Section 11.4(A) of the Lease is modified solely with respect to such portion of the Benefits that consists of the positive difference between the PILOT Payments shown in Section 2(B)(1) of the Third Amended and Restated Payment in Lieu of Taxes Agreement dated as of the date hereof, by and between the Agency and the Company and the Second Amended and Restated Payment in Lieu of Taxes Agreement dated as of December 29, 2017, by and between the Agency and the Company ("Incremental Benefits"), as follows:

(1) one hundred per cent (100%) of the Incremental Benefits (as defined below) if the Recapture Event occurs on or before the thirteenth (13th) anniversary of the PILOT Commencement Date;

(2) eighty per cent (80%) of the Incremental Benefits if the Recapture Event occurs after the thirteenth (13th) anniversary of the PILOT Commencement Date but on or before the fifteenth (15th) anniversary of the PILOT Commencement Date;

(3) sixty per cent (60%) of the Incremental Benefits if the Recapture Event occurs after the fifteenth (15th) anniversary of the PILOT Commencement Date but on or before the seventeenth (17th) anniversary of the PILOT Commencement Date;

(4) forty per cent (40%) of the Incremental Benefits if the Recapture Event occurs after the seventeenth (17th) anniversary of the PILOT Commencement Date but on or before the eighteenth (18th) anniversary of the PILOT Commencement Date;

(5) twenty per cent (20%) of the Incremental Benefits if the Recapture Event occurs after the eighteenth (18th) anniversary of the PILOT Commencement Date but on or before the eighteenth (19th) anniversary of the PILOT Commencement Date;

(6) ten per cent (10%) of the Incremental Benefits if the Recapture Event occurs after the nineteenth (19th) anniversary of the PILOT Commencement Date but on or before the twentieth (20th) anniversary of the PILOT Commencement Date; or

SECTION 2.2 The definition of "Benefits" in Section 11.4(B) of the Lease is amended and restated in its entirety to read as follows:

"(1) all real estate tax benefits which have accrued to the benefit of the Company during such time as the Agency held an interest in the Project Facility by reason of such interest, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under the PILOT Agreement (through the date that the Project Facility is returned to the tax rolls as taxable property) from those payments which the Company would have been required to pay through such date had the Company been the owner of the Project Facility and the Agency not been involved in the Project and based on the records of the Nassau County Tax Assessor and any applicable village tax assessor, and treating any negative result as $0; and

(2) all miscellaneous benefits derived from the Agency's participation in the transactions contemplated by this Lease, including, but not limited to, any exemption from mortgage recording taxes and any exemption from applicable sales and use taxes; provided, however, that the recapture of the value of any exemption granted from sales and/or use taxes

pursuant to the Uniform Project Agreement (Sales Tax Exemption Only), dated as of the date herof, by and between the Agency and the Company, shall be in the full amount of any such exemption taken and shall not be subject to the scheduled percentage reduction set forth in Subsection (A) above."

SECTION 2.3 The parties acknowledge and agree that, effective as of the date of this Amendment, the Expansion Space constitutes a part of the Building and the Project Facility and such terms shall be deemed amended to include the Expansion Space.

SECTION 3. CONDITIONS.

SECTION 3.1 Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

(A) the execution and delivery by the Company and the Agency of an original or counterpart originals of this Amendment;

(B) the Company, the Overlandlord and the Guarantor shall deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment; and

(C) the Company shall pay all fees and expenses (including attorneys' fees and expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated herein.

SECTION 4. MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Company contained in the Transaction Documents, except as expressly modified hereby, are ratified, confirmed and reaffirmed by the Company as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Company represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

SECTION 4.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Lease as amended by this Amendment shall be satisfactory in form and substance to the Agency.

SECTION 4.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 4.4 Reference to Lease. The Lease, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Lease, as amended hereby, are hereby amended so that any reference to the "Lease" in the Lease, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Lease shall mean a reference to the Lease, as amended hereby.

SECTION 4.5 Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 4.6 Successors and Assigns. The Company and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 4.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Company and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

SECTION 4.8 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 4.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern.

SECTION 4.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Amendment No. 4 to Sublease Agreement]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

NASSAU CANDY DISTRIBUTORS, INC.

By: ______________________________
Lesley Stier
President

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Harry Coghlan
Chief Executive Officer / Executive Director

[Acknowledgement Page to Amendment No. 4 to Sublease Agreement]

STATE OF NEW YORK)
)SS..
COUNTY OF NASSAU)

On the 26 day of November, 2019, before me, the undersigned, personally appeared **Lesley Stier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAVID FLEISCHMAN
Notary Public, State of New York
No. 01FL6025477
Qualified in Nassau County
Commission Expires May 24, 2023

STATE OF NEW YORK)
)SS..
COUNTY OF NASSAU)

On the 26 day of November, 2019, before me, the undersigned, personally appeared **Harry Coghlan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAVID FLEISCHMAN
Notary Public, State of New York
No. 01FL6025477
Qualified in Nassau County
Commission Expires May 24, 2023

TP-584 (7/19)

Department of Taxation and Finance

NEW YORK STATE

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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor		
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)* Nassau County Industrial Development Agency	Social Security number
	Mailing address One West Street, 4th Floor	Social Security number
	City: Mineola State: NY ZIP code: 11501	EIN 11-2559657
	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN

Grantee/Transferee		
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)* Nassau Candy Distributors, Inc.	Social Security number
	Mailing address 530 West John Street	Social Security number
	City: Hicksville State: NY ZIP code: 11801	EIN 13-3203250
	Single member's name if grantee is a single member LLC *(see instructions)*	Single member EIN or SSN

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
Section: 11 Block: 327 Lots: 406, 408, 412, 422 & 424	282489	300 Duffy Avenue	T. of Oyster Bay	Nassau

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

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other ______________

Date of conveyance

month	day	year
11	26	2019

Percentage of real property conveyed which is residential real property 0 % *(see instructions)*

Condition of conveyance *(mark all that apply)*

a. ☐ Conveyance of fee interest

b. ☐ Acquisition of a controlling interest (state percentage acquired ____________%)

c. ☐ Transfer of a controlling interest (state percentage transferred ________%)

d. ☐ Conveyance to cooperative housing corporation

e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*

f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*

g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*

h. ☐ Conveyance of cooperative apartment(s)

i. ☐ Syndication

j. ☐ Conveyance of air rights or development rights

k. ☐ Contract assignment

l. ☐ Option assignment or surrender

m. ☐ Leasehold assignment or surrender

n. ☐ Leasehold grant

o. ☐ Conveyance of an easement

p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*

q. ☐ Conveyance of property partly within and partly outside the state

r. ☐ Conveyance pursuant to divorce or separation

s. ☒ Other *(describe)* Amend. of Sublease

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 the exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	1	00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0	00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0	00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0	00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	0	00
6	Total tax due* *(subtract line 5 from line 4)*	6.	0	00

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)*	1.	1	00
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	0	00
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	0	00

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark any 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.
I (we) 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 $3,000,000 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 $3,000,000 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 his 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 grantor(s) and grantee(s) 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 his/her 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.

Nassau County Industrial Development Agency By: [signature]	CEO/Executive Director	Nassau Candy Distributors, Inc. By: [signature]	President
Grantor signature	Title	Grantee signature	Title
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 the second box under *Exemptions for nonresident transferor(s)/seller(s),* and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers 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 transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) 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 the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) 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 transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (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 ________ (Date) to ________ (Date) *(see instructions).*
- ☐ 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 the state of New York, 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