



MASTER DEVELOPER DESIGNATION AGREEMENT

This Agreement ("Agreement" or "MDDA") dated as of ~~August~~ ^{September 10}, 2012 is by and between the **TOWN OF BROOKHAVEN**, a municipal corporation, having its principal office at Town Hall 1 Independence Hill, Farmingville, New York 11738 (the "Town"), and **TREC RONK HUB, LLC**, a Delaware limited liability company having an office at Stony Brook Technology Center 45 Research Way, Suite 100, Setauket, New York 11733 (the "Company").

RECITALS:

WHEREAS, in 2007, the Town of Brookhaven ("Town") embarked upon a two-phased planning study known as the "Ronkonkoma Hub Transit-Oriented Planning Study" aimed at revitalizing a multi-block area around the "Ronkonkoma Hub," which surrounds the Ronkonkoma Railroad Station; and

WHEREAS, the "Ronkonkoma Hub Transit-Oriented Planning Study," which was completed in 2009, resulted in a long-term vision and implementation strategy establishing guidance for revitalization of a "TOD District area"; and

WHEREAS, to implement the findings of the "Ronkonkoma Hub Transit-Oriented Planning Study," the Town determined to prepare and adopt a "Land Use and Implementation Plan for the proposed Ronkonkoma Hub Transit-Oriented Development ('TOD')," to adopt a TOD zoning district, to rezone the project area to the TOD zoning district, and to have the "TOD" area redeveloped in accordance with the TOD zoning district (the foregoing planning, zoning, and redevelopment steps are hereinafter referred to as the "Proposed Action"); and

WHEREAS, the Town Board, by Resolution 2010-860, dated August 17, 2010, adopted a positive declaration under the State Environmental Quality Review Act ("SEQRA" -- Article 8 of the New York State Environmental Conservation Law) and its implementing regulations at 6 NYCRR Part 617 for the adoption and implementation of the aforesaid "Land Use and Implementation Plan for the proposed Ronkonkoma Hub Transit-Oriented Development ('TOD')," which positive declaration required preparation of a Generic Environmental Impact Statement ("GEIS") for the Proposed Action; and

WHEREAS, the Town Board, by Resolution 2010-989, dated September 21, 2010, accepted a "Draft Generic Environmental Impact Statement ["DGEIS"] for Proposed Adoption of the Land Use and Implementation Plan for the Ronkonkoma Hub Transit-Oriented Development (TOD), TOD Code and Associated Rezoning to the TOD," prepared by VHB Engineering, Surveying and Landscape Architecture, P.C., and dated September 2010, as satisfactory with respect to its scope and content, directed that such DGEIS be circulated for public and agency consideration, directed that a SEQRA hearing be held on such DGEIS on October 19, 2010, and directed that notice of such hearing be published by the Town Clerk; and

WHEREAS, the Town Board, by Resolution 2010-990, also dated September 21, 2010, accepted the "Draft Ronkonkoma Hub Transit-Oriented Development Land Use Plan" as satisfactory with respect to its scope and content, directed that such plan be circulated for public

and agency consideration, directed that a public hearing on such plan be held on October 19, 2010, and directed that notice of such hearing be published by the Town Clerk; and

WHEREAS, public hearings were duly held and closed on the aforesaid DGEIS and "Draft Ronkonkoma Hub Transit-Oriented Development Land Use Plan"; and

WHEREAS, the Town Board is in the process of preparing a comprehensive plan for adoption of the aforesaid TOD zoning district, which will facilitate the aforesaid redevelopment; and

WHEREAS, the Town shall undertake a study to facilitate the undertaking of the Project by utilizing the structure and tools available to it and in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York, as amended (the "GML"), and based upon the findings therefrom, may undertake a program for the acquisition, clearance, building, demolition, replanning, reconstruction and neighborhood rehabilitation of certain areas in the Town and may engage in carrying out a neighborhood development program and urban renewal program of certain areas in the Town, resulting in the creation and possible adoption by the Town Board of a Town Comprehensive Development Plan ("Comprehensive Plan") and Urban Renewal Plan ("Urban Renewal Plan"); and

WHEREAS, the Town the Town Board anticipates that, prior to adoption of the aforesaid comprehensive plan, adoption of the aforesaid TOD zoning district, the aforesaid rezoning the project area to the TOD zoning district, and redevelopment of the TOD area in accordance with the TOD zoning district, the Town Board will prepare, accept, and hold a public hearing on "Draft Supplemental Generic Environmental Impact Statement" ("DSGEIS") for the said comprehensive plan, TOD zoning district, rezonings of property, and TOD redevelopment, prepare and accept a "Final Supplemental Generic Environmental Impact Statement" ("FSGEIS") for the said comprehensive plan, TOD zoning district, rezonings of property, and TOD redevelopment, and adopt SEQRA findings for the said comprehensive plan, TOD zoning district, rezonings of property, and TOD redevelopment and shall endeavor to adhere to the following schedule to accomplish same:

- September, 2012 – Accept Blight Study and Authorize Hearing on Urban Renewal Plan
- October, 2012 – Hold Hearing on Urban Renewal Plan
- March 2013 – Hold Hearings on SEQRA Supplemental DGEIS and Form-Based Code and zone change for TOD area
- August 2013 – Make Final SEQR and Urban Renewal Determinations, issue a Findings Statement, and adopt Form-Based Code and Rezone TOD area and modification of Comprehensive Plan; and

WHEREAS, Tritec Real Estate Company, Inc. (the "Responder") was among the group of pre-qualified developers/development teams to whom the Town issued a Request for Expression of Interest on or about March 7, 2011 ("RFEI"); and

WHEREAS, in furtherance of GML and the Comprehensive Plan, the Responder may undertake the Project on and around the properties designated by the Town as the Ronkonkoma Urban Renewal Area ("URA") which area is coterminous with the TOD, and which area is more fully described and delineated in the map attached hereto as Exhibit A (the "Project Site"); and

WHEREAS, on or about September 19, 2011 the Town issued a Request for Qualifications ("RFQ") for a developer to serve as master developer for the TOD which responses were due October 28, 2011; and

WHEREAS, as part of the RFQ, the Town has indicated that it will consider the adoption of zoning provisions applicable to the TOD site ("Form-Based Code"), and anticipates that it would consider adoption of the Form-Based Code provisions substantially similar to those outlined in the RFQ, with such changes or modifications as the Town determines necessary; and

WHEREAS, the Responder submitted a Response to the RFQ dated October 2011 ("Responder's Response") which has been accepted by the Town as the preferred developer plan; and

WHEREAS, Company is an affiliate of Responder and has been designated by Responder to serve as master developer; and

WHEREAS, the Town has approved, by resolution dated February 7, 2012 a resolution designating the Company as the Preferred Developer; and

WHEREAS, the Town and the Company entered into a Memorandum of Agreement ("MOA") dated February 17, 2012 which outlined certain understandings and intentions of the Company and the Town with respect to the terms and conditions by which the Company was designated as the "preferred developer", for the Project as approved by the Town Board; and

WHEREAS, in addition to the understandings and intentions outlined herein, it is contemplated that the Company may seek to enter into agreements with an industrial development agency ("IDA") to effectuate certain sales tax and mortgage recording tax exemptions, and property tax abatements on terms and conditions agreed to between IDA and the Company; and

WHEREAS, the Town, in compliance with SEQRA for this MDDA has designated itself as lead agency and notified the other parties to this agreement of such designation as involved agencies in accordance with SEQRA regulations; and

WHEREAS, the Town Board has prepared a Short Form Environmental Assessment Form for the proposed execution of this MDDA, which the Town Board has determined to be an unlisted action under SEQRA; and

WHEREAS, the Town Board has adopted a negative declaration under SEQRA for the execution of this MDDA.

IN ORDER TO ACCOMPLISH THE FOREGOING PURPOSES, THE PARTIES HEREBY DESIGNATE PAUL PONTIERI TO BE THE "TOWN CONSULTANT" FOR PURPOSES RELATED TO THIS AGREEMENT WHO SHALL ACT AS A REPRESENTATIVE OF THE TOWN AND AS A LIAISON TO THE TOWN AGENCIES AND OTHER MUNICIPAL AUTHORITIES WITH RESPECT TO THE PROJECT, WITH RESPONSIBILITIES MORE FULLY SET FORTH IN A CONSULTANT AGREEMENT TO BE ENTERED BETWEEN THE TOWN CONSULTANT AND THE TOWN AND AGREE AS FOLLOWS:

TERMS OF AGREEMENT

ARTICLE I

The Proposed Project

1.1. The Proposed Project. The "Proposed Project" shall be described in detail in connection with the preparation of the DFGEIS. The Project may be developed in two or more phases, with phase one comprised of those acres delineated on the map attached hereto as Exhibit B ("Phase I"), and phase two or additional subsequent phases comprised of the balance of Project Site parcels ("Phase II" or "Subsequent Phases").

1.2. Project Materials. Upon execution of this Agreement, to the extent available, the Company shall deliver to the Town Representative copies of its development plans and program for the Proposed Project prepared by or for the Company prior to the date hereof. After the date hereof, the Company shall deliver to the Town Representative copies of all other development plans and program materials prepared by or for the Company during the term hereof relating to the Proposed Project, as they become available.

Upon the execution of this Agreement, the Town agrees to provide the Company with copies of urban renewal plans and studies that have been prepared by or on behalf of the Town with respect to any areas contained within the Proposed Project Phases.

1.3. Acquisition of Property. The Town shall endeavor to designate the TOD as an Urban Renewal Project and/or shall use good faith efforts to effectuate a comprehensive plan which plan may include the Town's acquisition of parcel(s) necessary to complete the Project through the Town's governmental powers, including by eminent domain, as provided under Article 2 of the Eminent Domain Procedures Law ("EDPL"). Notwithstanding the foregoing, a condition precedent to the Town's acquisition of parcels by eminent domain shall be the Company's satisfaction of one of the following alternative conditions:

a) Company shall have entered into exercisable purchase options for not less than either: i) twenty-five percent (25%) of all parcels within the Project Site; or ii) parcels

valued in the aggregate at not less than twenty-five percent (25%) of the total appraised value of all parcels within the Project Site, or, alternatively,

b) Company shall have entered into exercisable purchase options for not less than twenty-five percent (25%) of all parcels in Phase I of the Project. The Company shall keep the Town apprised, pursuant to monthly status reports, of its acquisition efforts. The Town agrees that it shall, upon Developer's having satisfied either of the conditions precedent described hereinabove, acquire any remaining privately-held parcels through eminent domain, upon request from the Company subject to the prior completion of an Urban Renewal Plan and SEQRA for the TOD, and in accordance with the terms of a condemnation agreement to be entered into between the Town and the Company ("Condemnation Agreement").

Condemnation Agreement shall provide, among other terms, the following essential terms, subject to the terms of this Agreement: that Company shall have input in the condemnation process; that the Town shall acquire title at such time(s) as the Company desires; and that the Company shall pay or provide credit facilities to the Town in the total amount of not less than 110% of acquisition damages as determined by the appraisers for those parcels that the Company determines to acquire. The Condemnation Agreement shall provide that Company shall be consulted in the selection of attorneys, appraiser attorneys and other experts and consultants and shall be consulted on all settlement negotiations; but Company shall acknowledge that the selection of attorneys, appraiser attorneys and other experts and consultants and decisions on settlement negotiations shall be in Town's sole discretion.

Notwithstanding the foregoing, the Town may, in its discretion, and subject to completion of an Urban Renewal Plan and SEQRA for the TOD, acquire any privately-owned parcels within the TOD at any time subsequent to the Company's having demonstrated, to the Town's satisfaction, that it has made bona fide offers to purchase such parcel(s), which offers have been rejected by the owners thereof.

1.4. Development Strategy for the Proposed Project.

The Town and the Company shall work together to create a development strategy (the "Development Strategy") which is consistent with the goals of the Urban Renewal Plan. It is expected that the Development Strategy shall address development and redevelopment of the Proposed Project pursuant to principles and goals (collectively, the "Project Goals"), which Project Goals may be modified, from time to time, upon mutual agreement of the Town and the Company:

- (i) to create economic value for the Proposed Project area; and
 - (ii) to create jobs and career opportunities for Town residents and to attract additional residents; and
 - (iii) to enhance the vibrancy of the TOD and create a diversity of uses;
- and

(iv) to benefit from the proximity and accessibility of the Long Island Rail Road station; and

(v) to provide a mixed-use downtown setting which may include residential, commercial, retail, office, educational, cultural and civic uses, if appropriate.

1.5. Infrastructure Required for the Proposed Project. In furtherance of the Proposed Project, the Town will work with Suffolk County to undertake the creation of a new sanitary sewer district which will include the real property within the boundaries of the TOD. Suffolk County has authorized the issuance of \$21 million in county bonds in its 2013 capital budget for a 500,000 gallon per day sewer plant for the TOD ("Sewer Bonds"). The Town will continue to actively work with Company to identify creative financing mechanisms to fund the cost of infrastructure for the Proposed Project including, but not limited to the following: sewer plant, sanitary collection system, roads, sidewalks, curbs, public hardscape and landscape, gas lines, water mains, electric distribution, storm water runoff, collection system, street and walkway lighting and public parking areas, including pursuing government grants (i.e. federal TIGER grants, and state grant programs), and Environmental Facilities Corporation and other financing programs to write-down interest costs. To date, the Town has received a \$4 million grant from New York State for design of the sewer district, and is working with the Department of Public Works to send the map and plan for the sewer district to be scored and rated by EFC for funding consideration.

The Town and the Company shall each use their best efforts to reach agreement on the allocation of infrastructure costs for infrastructure required for the Project, including but not limited to the identification of grants, provided by Suffolk County, the State of New York or the federal government for the planning, design and/or construction of infrastructure required for the Project, as well as other sources of private funding ("Other Funding Sources"), and/or grants. The Town shall request from the County and its consultants a "Milestones Chart" schedule for the creation of the sanitary sewer district, for provision to the Company. In addition, the parties will work together to identify and utilize any and all available Federal, state and other grants and/or subsidies (which, together with the general obligations bonds are collectively referred to herein as the "Public Funding"). The Town and Company agree to use continuous best efforts to pursue all available Public Funding in connection with the Project.

The Town shall use continuous best efforts to pursue all Other Funding Sources available in connection with the Proposed Project to fund infrastructure the cost of which has not yet been allocated between Company and the Town.

The Town shall take all commercially reasonable steps to obtain title, easements, or rights of way to, in, on, or under all lands reasonably deemed necessary by the Town, in its reasonable discretion, to construct all infrastructure for the Project.

The Town shall use continuous best efforts to pursue all necessary agreements with the Metropolitan Transportation Authority, Suffolk County and any other necessary governmental entity to acquire parcels necessary for development of the Proposed Project.

1.6. Financial Commitments of the Company / Project Entity. During the term of this Agreement, and in addition to other undertakings set forth elsewhere herein, the Company shall undertake certain tasks described below, subject in each case to the other provisions of this Agreement:

(a) Company shall work with the Town and Town Representative to acquire the parcels necessary from private parties to develop the Proposed Project. Company shall, during the term of this Agreement, strive to develop the Proposed Project as an urban renewal project, including taking action to acquire the properties necessary for development of the Project, and assisting the Town in its acquisition and land disposition activities related to the Project as applicable.

(b) The Company may at any time during the term of this Agreement, identify a financial partner(s) and/or co-venturer(s). The Town acknowledges that Company may form a joint venture with a strategic development partner for the Project, and further acknowledges that Company may bring in other developer participants in connection with the acquisition, construction and/or development of one or more portions of the Project. The Company represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of at least 50% of the improvements intended for the Project, neither the Company, nor any members or managers of the Company, shall assign, transfer or convey, 51% or more of their respective right, title or interest in this Agreement to a joint venture strategic development partner without the express prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned. In determining said reasonableness standards, the Municipality shall consider the financial capabilities, reputation, experience and expertise of the proposed assignee, transferee or grantee, as the case may be; including determining that said proposed assignee, transferee or grantee is not a Prohibited Party ("**Reasonableness Standards**"). For purposes of this Agreement, a Prohibited Party shall mean any person or related entity that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or has substantial business or other affiliations with an organized crime figure. Notwithstanding the above, the Company may bring in other reputable developer participants to acquire, construct and/or develop one or more portions of the Project conditioned upon said developer participants being subject to the same Reasonableness Standards as defined above, without consent, but upon notice to the Town. Said notice shall contain the developer participants' capabilities, reputation, experience and expertise. Any approved assignee of this Agreement shall assume the applicable obligations of the Company under this Agreement in writing, and any approved assignee of a portion of the Project shall assume the applicable Town's obligations as to such portion of the Project in writing, and an original of any such assignment and assumption agreement shall be delivered to the Town.

1.7. Construction and Operational Commitments of the Company

(a) The Town shall, at the Company's sole cost and expense (in accordance with a budget and scope of work approved by Company), undertake all studies and applications required for the Town to comply with SEQRA and any other applicable land use proceedings with respect to the Proposed Project. The Company shall cooperate fully with the Town in its efforts to comply with SEQRA and any other applicable land use proceedings or requirements, and shall provide all necessary materials and reports in a timely manner so as to allow the Town to evaluate the Proposed Project for SEQRA purposes or as otherwise required by law.

(b) The Company, as the case may be, may, if applicable, and if permitted by the New York State Department of Environmental Conservation ("DEC"), submit an application to the DEC to undertake environmental remediation of any of the Proposed Projects as a "volunteer" under the New York State Brownfield Cleanup Program ("BCP"). It is agreed that the Company and any entity in which it retains a beneficial ownership interest shall be deemed to be "qualified and eligible sponsors" in connection with the Proposed Project. Any related environmental investigation and remediation undertaken in the sole discretion of the Company, shall be at the sole cost and expense of the Company or Project Entity, as the case may be.

(c) The Company shall work with the Town in an effort to identify Others Funding Sources, including the use of public funding techniques to pay for the Proposed Project, including Tax Increment Financing under the GML.

(d) The Company shall, as soon as practicable and so as to be timely concluded for financing purposes, at its sole cost and expense, make necessary and proper application to the Town for the urban renewal project, and make any changes to its development plans which are consistent with the terms of this Agreement and are reasonably required by the Town.

(e) Subject to the SEQRA process, the Project Entity shall work with the Town Representative to develop a "Milestones Chart" schedule for pre-construction activities, construction start dates, and a preliminary construction timetable for the construction activities related to the Proposed Project, which Milestone Chart shall be completed no later than October 15, 2012. Such Milestone Chart shall specify, among other milestones, at least two (2) _ dates for the holding of meetings between the Company and civic and community groups to present details of the Proposed Project.

(f) The Company shall reimburse and/or pay any expenses of the Town and its agencies incurred by such agencies to date and not yet paid by Company in connection with the Proposed Project (the "Reimbursement"), which expenses are required to be reimbursed pursuant to the terms of an escrow agreement between the Company and the Town dated February 17, 2012 ("Escrow Agreement"). The Reimbursement shall be paid upon the execution of this agreement. Additionally, the Company shall provide for the payment of expenses in connection with the Project to be incurred by the Town and its agencies from the date of this Agreement through the Term of this Agreement, as such Term may be modified, by amending the Escrow Agreement to provide for same, as of the date of this Agreement. The amended

Escrow Agreement shall provide that prior to payment of any expense Company shall be given opportunity to review itemized bills and object to inappropriate expenses outside the scope of the approved budget. All consultants and professionals shall be paid at standard municipal rates or as otherwise approved by Company.

ARTICLE II

[Intentionally Deleted]

ARTICLE III

Consultation/Term

3.1 Consultation. During the term of this Agreement, representatives of the Company and the Town, including the Town Representative, representatives of the Town designated by the Town, shall meet regularly to confer about the progress of the parties' activities under this Agreement. Such meetings shall occur at approximately two week intervals.

3.2 Term.

If the Company fails to commence construction of the Proposed Project within ten (10) years from the date hereof, the rights and obligations of the parties under this Agreement shall expire.

ARTICLE IV

Default

4.1 Default by Town.

(a) If the Town fails to comply with any provision of this Agreement, or is otherwise in breach of this Agreement, and such failure continues for more than thirty (30) days after written notice from the Company is given to the Town that specifies the failure and requires it to be remedied, such failure shall constitute an event of default (a "Town Default").

(b) In the event of a Town Default, the Company, in its reasonable discretion, may:

(i) Waive strict compliance with the pertinent provision of this Agreement and provide the Town, with an additional time period

within which to rectify, or "cure" the Town Default (the "Town Cure Period"); or

- (ii) Due to the fact that there would not be an adequate remedy at law, in addition to any other rights and remedies available at law or in equity and without the necessity of proving actual damages or posting bond or similar security, be entitled to seek equitable relief including, but not limited to, specific performance, with respect to the Town Default.

4.2 Default by Company.

- (a) If the Company fails to comply with any provision of this Agreement.
- (b) If the Company fails to comply with any provision of this Agreement, or is otherwise in breach of this Agreement, and such failure continues for more than thirty (30) days after written notice from the Town is given to the Company that specifies the failure and requires it to be remedied, such failure shall constitute an event of default (a "Company Default").

(c) In the event of a Company Default, the Town in its reasonable discretion may:

- (i) Waive strict compliance with the pertinent provision of this Agreement and provide the Company with an additional time period to rectify, or "cure" the Company Default (the "Company Cure Period");
- (ii) In addition to any other rights and remedies available at law or in equity and without the necessity of proving actual damages or posting bond or similar security, be entitled to seek injunctive relief including, but not limited to, specific performance, with respect to the Company Default; provided, however, the Company shall in no case be liable for money damages or consequential damages.

ARTICLE V

Exclusivity

5.1 Exclusivity. During the term of this Agreement, the Town will not: (i) designate any person, firm or entity, other than the Company, as a qualified and eligible sponsor or master developer for the redevelopment of any of the Proposed Projects; (ii) enter into any agreement with any other firm, person or other entity with respect to any of the Proposed Projects; (iii) authorize or direct, by written resolution or other formal act voted on by the Town, any representative to act on their behalf in connection with any such agreement; or (iv) enter into

any negotiation or discussions (or solicit or accept any offers) with respect to or related to any of the foregoing.

ARTICLE VI

Miscellaneous

6.1 Negotiated Document. The parties acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against any party by reason of such party having drafted such provision of this Agreement.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

6.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

6.4 Captions. The captions of this Agreement are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

6.5 Recitals. The recitals at the preamble of this Agreement are incorporated herein by reference.

6.6 Gender, Etc. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

6.7 No Third Party Beneficiaries. Except as may be expressly provided to the contrary in this Agreement, nothing contained in this Agreement shall or shall not be construed to confer upon any person other than the parties hereto, any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

6.8 Successors and Assigns. The agreements, terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective successors and permitted assigns.

6.9 Further Assurances. Each party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

6.10 No Amendment. Neither this Agreement nor any provisions hereof may be changed, modified, amended, supplemented, altered, waived, discharged or terminated orally,

but only by an instrument in writing signed by the party against who enforcement of the change, modification, amendment, supplement, alteration, waiver, discharge or termination is sought, and, if required by any mortgage document, the applicable lender has consented thereto.

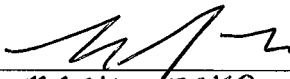
6.11 Inconsistent Provisions. The terms and provisions of this Agreement shall prevail over any inconsistent terms and provisions of the MOA between the Company and the Town.

6.12 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, contain all of the promises, agreements, conditions, inducements and understandings between and amongst the parties hereto concerning the Proposed Projects and there are no promises, agreements, conditions, inducements or understandings, oral or written, expressed or implied, between them other than as expressly set forth herein and therein.

6.13 Arbitration. If there is any disagreement between the parties with respect to the interpretation of this Agreement, then such disagreement shall be determined by the American Arbitration Association, for matters in Brookhaven, New York with the venue for any dispute resolution in Brookhaven, New York. The then current rules of the American Arbitration Association shall govern the arbitration provided for herein.

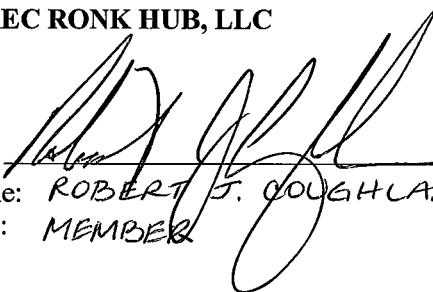
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF BROOKHAVEN

By: 
Name: MARK VESKO
Title: SUPERVISOR

:

TREC RONK HUB, LLC

By: 
Name: ROBERT J. COUGHLAN
Title: MEMBER

ACKNOWLEDGEMENTS

STATE OF NEW YORK,

SS.;

COUNTY OF

On the 10th day of September in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark Lesko, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



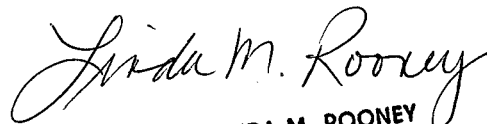
NOTARY PUBLIC

STATE OF NEW YORK,

SS.;

COUNTY OF SUFFOLK

On the 30th day of August in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert J. Coughlan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



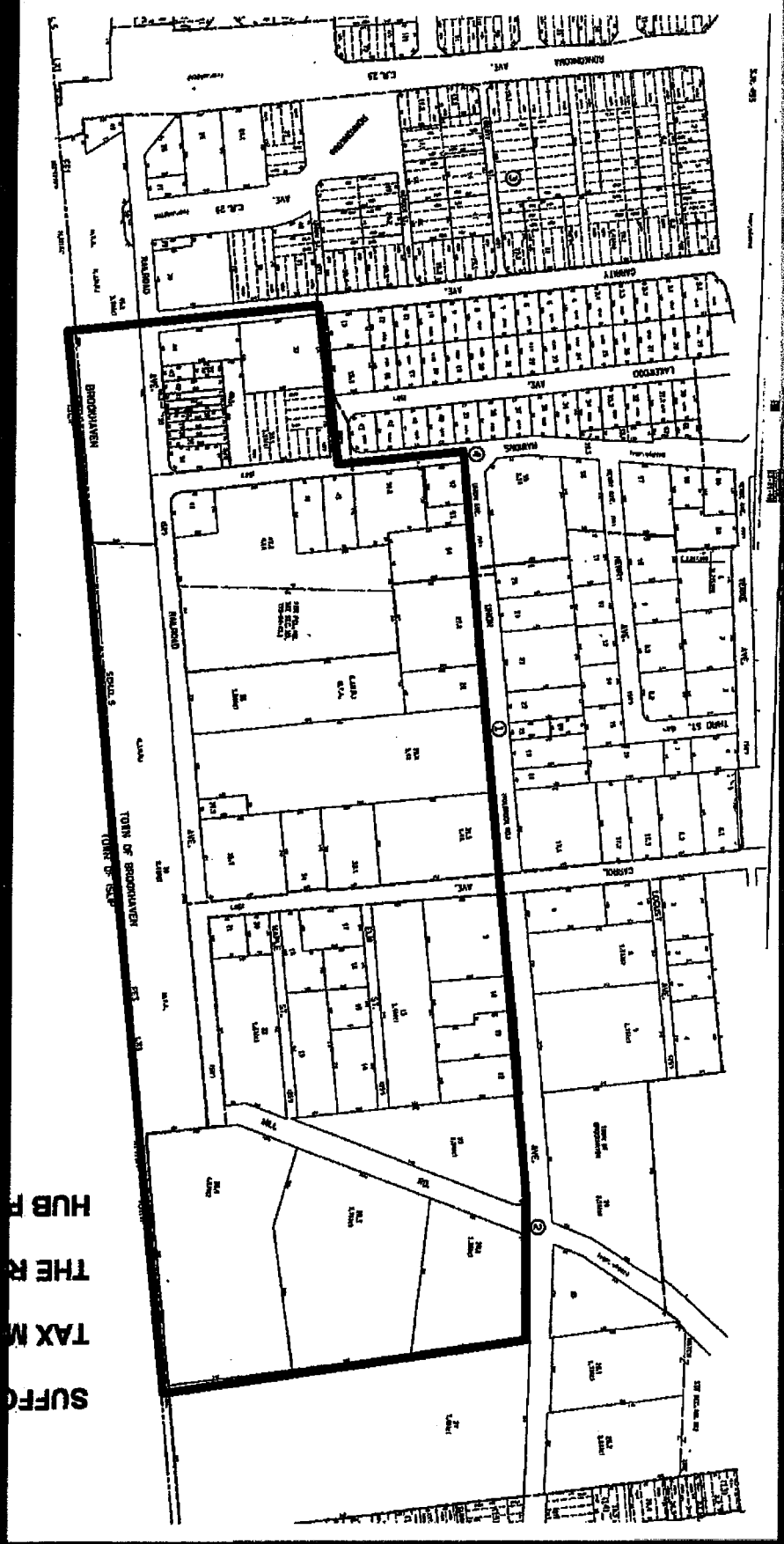
LINDA M. ROONEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6187648
Qualified in Suffolk County
My Commission Expires May 27, 2016

Eileen McCallion
No. 01MC5032411
Notary Public, State of New York
Qualified in Suffolk County
Commission Expires in 08/29/2014

Exhibit A

Site Map

EASTERN LONG ISLAND TERMINAL DEVELOPMENT AREA - PARCEL TAX MAP



SUFFOLK
TAX MAP
THE R
HUB R

Exhibit B

Phase I

