Transcript Document No. 3

CROSS-SOUND CABLE COMPANY, LLC

and

CROSS-SOUND CABLE COMPANY (NEW YORK), LLC

and

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY (TOWN OF BROOKHAVEN, NEW YORK)

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Town of Brookhaven Industrial Development Agency (Cross-Sound Cable Company, LLC/Cross-Sound Cable Company (New York), LLC 2013 Facility

Dated as of September 1, 2013

Town of Brookhaven, Suffolk County, Shoreham Wading River Central School District

Property Address:

Tax Account Numbers: 0200-299.01-90.00-003.062, 0200-299.01-90.00-003.063,

0200-299.01-90.00-003.064, 0200-299.01-90.00-003.065, 0200-299.01-90.00-003.067, and 0200-039.00-02.00-

002.000)

ATTACHMENT TO PROPERTY ADDRESS

Location and Description of Property Conveyed:

Physical Address	Tax Map No.	
Cable Parcels		
Riverhead Calverton 11933	0200-299.01-90.00-003.062	
Riverhead Calverton 11933	0200-299.01-90.00-003.063	
Riverhead Calverton 11933	0200-299.01-90.00-003.064	
Riverhead Calverton 11933	0200-299.01-90.00-003.065	
Riverhead Calverton 11933	0200-299.01-90.00-003.067	
Converter Station		
1 Lilco Road, Shoreham, NY 11786	0200-039.00-02.00-002.000	

all in Shoreham, Town of Brookhaven

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of September 1, 2013 (this "PILOT Agreement"), is by and among CROSS-SOUND CABLE COMPANY (NEW YORK), LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office at 200 Donald Lynch Boulevard, Suite 300, Marlborough, Massachusetts 01752-4707 ("CSC NY"), and CROSS-SOUND CABLE COMPANY, LLC, a limited liability company duly organized and validly existing under the laws of the State of Connecticut and authorized to do business in the State of New York, having an office at 200 Donald Lynch Boulevard, Suite 300, Marlborough, Massachusetts 01752-4707 ("CSC"; and together with CSC NY, collectively, the "Company") and the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency and a public benefit corporation duly organized and validly existing under the laws of the State of New York, having its principal office at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738 (the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1970 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the "Act"); and

WHEREAS, the Agency has agreed to acquire a leasehold interest in an approximately 3.2 acre parcel of land and one or more easements in the Town of Brookhaven (the "Town"), Suffolk County, New York (further identified as portions of Tax Map. Nos. 0200-299.01-90.00-003.062, 0200-299.01-90.00-003.063, 0200-299.01-90.00-003.064, 0200-299.01-90.00-003.065, 0200-299.01-90.00-003.067, and 0200-039.00-02.00-002.000) more particularly described in Exhibit B attached hereto (the "Land"), and to maintain a converter station and underwater power cable (the "Improvements" and the "Equipment"; and together with the Land, the "Facility"), more particularly described in the Lease Agreement, dated as of September 1, 2013 (the "Lease Agreement"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the underwater power cable Improvements and Equipment are located on Tax Map Nos. 0200-299.01-90.00-003.062, 0200-299.01-90.00-003.063, 0200-299.01-90.00-003.064, 0200-299.01-90.00-003.065, 0200-299.01-90.00-003.067, and the converter station Improvements and Equipment are currently located on Tax Map. No. 0200-039.00-02.00-002.000 along with other land and other improvements not owned or leased by the Company; and

WHEREAS, the Agency has agreed to lease the Facility to the Company pursuant to the Lease Agreement such that a leasehold estate will remain in the Agency throughout the Lease Term (as such term is defined in the Lease Agreement); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned or leased by it, other than special ad valorem levies, special assessments and service charges against real property

located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes and such assessments by the Company to the Town of Brookhaven, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, Shoreham Wading River Central School District and appropriate special districts (hereinafter the "Taxing Authorities") in which any part of the Facility is or is to be located;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

- 1. (a) As long as the Lease Agreement is in effect, the Company agrees to make payments in lieu of all real estate taxes and assessments ("PILOT Payments") (in addition to paying all special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to the Facility if the Facility were owned by the Company and not by the Agency (the "Taxes on the Facility"). The amounts of such payments and method for calculation are set forth herein.
- (b) After the effective date of this PILOT Agreement and until the provisions of paragraph 1(c) become effective, the Company shall pay one hundred percent (100%) of the taxes and assessments which would be levied upon the Facility by the respective Taxing Authorities.
- (c) Commencing with the fiscal tax years of the Taxing Authorities following the March 1, 2014 taxable status date of the Town of Brookhaven ("Town") and continuing through the term of the Lease Agreement, the Company shall pay, as PILOT Payments, the amounts set forth on Exhibit A attached hereto and made a part hereof.
- (d) The Company shall pay, or cause to be paid, on or before the due date, the amounts set forth in paragraphs 1(b) and (c) above, as applicable, after receipt of tax or PILOT Payment bills from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax or PILOT Payment bill shall not relieve the Company of its respective obligations to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate tax or PILOT Payment bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Taxing Authorities and/or the Agency and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided therein. Payments pursuant to paragraph 1(b) for the underwater power cable shall be made directly to the Taxing Authorities as directed by the

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tax bills for the underwater cable. Payments pursuant to paragraph 1(b) for the converter station shall be made to The Long Island Lighting Company d/b/a LIPA. Payments pursuant to paragraph 1(c) for the converter station and underwater power cable shall be made directly to the Agency as directed by a PILOT Payment bill to be issued by the Agency no later than December 31 of each year, beginning in December 2014.

- (e) During the term of this PILOT Agreement, the Company shall continue to pay all special ad valorem levies, special assessments and service charges levied against the Facility for special improvements or special district improvements (collectively, "SID Charges"). Notwithstanding the foregoing, the amount of any such foregoing SID Charges paid by the Company beginning with the 2014-15 fiscal tax years of the Taxing Authorities shall be deducted by the Company when it makes its first installment of any annual PILOT Payment pursuant to paragraph 1(c) and paragraph 1(f).
- (f) The annual PILOT Payment shall be paid in two equal installments, with the first installment being due on January 10 (beginning with the PILOT Payment in January 2015) and the second installment being due the following May 31. Payments pursuant to paragraph 1(c) made after the due date(s) as set forth in this paragraph 1(f) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month on payments more than one month delinquent.
- (g) In the event that any structural addition shall be made to the building or buildings included in the Facility subsequent hereto, or any additional building or improvement shall be constructed on the real property described on Exhibit B hereto, which buildings and/or improvements increase the design megawatt capacity of the Facility above 330 megawatts (such structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Company agrees to make additional PILOT Payments to the Taxing Authorities in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities if the Additional Facilities were owned by the Company and not the Agency times the assessment or assessments for such Additional Facilities on the assessment roll of the Town after completion of such Additional Facilities. All other provisions of this PILOT Agreement shall apply to this obligation for additional payments.
- 2. In the event that the Agency's leasehold interest in the Facility or any part thereof is terminated by the Agency at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Town, Shoreham Wading River Central School District, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, or appropriate special districts, as the case may be, by such taxable status date, the Company hereby agrees to pay at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time the Agency terminates

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its leasehold interest in the Facility until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid pursuant to this PILOT Agreement by the Agency or the Company to the respective Taxing Authorities relating to any period of time after the date of termination of the Agency's leasehold interest in the Facility. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement.

- 3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act or other legislative change or by a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.
- 4. In the event the Company shall enter into a subsequent payment in lieu of tax agreement or agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company hereunder, which are inconsistent with such future agreement or agreements, shall be superseded and shall, to such extent, be null and void.
- 5. As long as this PILOT Agreement is in effect, the Agency agrees that the Company shall be deemed to be the owner of the Facility and the Additional Facilities for purposes of instituting judicial review of any real property tax assessment thereon pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time, and the following provisions shall apply with respect to such right to challenge any assessment:
 - (a) With respect to the Facility, the Company's right to challenge any assessment shall be limited to the last two years before the expiration, or earlier termination, of the Lease Agreement and this PILOT Agreement, provided however, if for any reason (other than an expiration or termination of the Lease Agreement or this PILOT Agreement) the Company is unable to realize the benefit of the deduction of the SID Charges from the PILOT Payments as provided for in Section 1(e) above, then the Company shall have the right to institute judicial review of an assessment of any portion of the Facility related to such SID Charges.
 - (b) With respect to the Additional Facilities, the Company's right to challenge any assessment shall apply during the term of the Lease Agreement and this PILOT Agreement.
 - (c) In the event that the assessment of the Facility and/or the Additional Facilities is reduced or otherwise modified as a result of any such judicial review so that the Company would be entitled to receive a refund or refunds (with interest thereon) of SID Charges on the Facility or Taxes, PILOT Payments and SID Charges on the Additional Facilities paid to the respective Taxing Authorities if the Company were the owner of the Facility and/or the Additional Facilities, (i) the Company shall be entitled to receive a credit against future PILOT Payments on the Facility or Additional Facilities starting with the next due PILOT Payments, so long as PILOT

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Payments are due in connection therewith, and (ii) so long as such credit is available and recognized and accepted by the Agency, the Company shall not be entitled to refunds from the Taxing Authorities. Notwithstanding the foregoing, if such credit is not available because future PILOT Payments do not exist in sufficient amount equal to any such refunds, then the Company and the Agency shall enter into extensions of the Lease Agreement and the PILOT Agreement and such refunds will be credited against future PILOT Payments under the extended Lease Agreement and PILOT Agreement.

- (d) In no event shall the Agency be required to remit to the Company or any Taxing Authority any moneys otherwise due as a result of a reduction in the assessment of the Facility and/or any Additional Facilities (or any part thereof) due to a certiorari review. If the Company receives a reduction in assessment in the last year of the Lease Agreement after they have made their final PILOT Payment, the Company acknowledges that it shall look solely to the Taxing Authorities for repayment.
- (e) The Company hereby agrees that they will notify the Agency if the Company shall have requested a reassessment of the Facility or any Additional Facilities or a reduction in, or other challenge to, the Taxes or assessments on the Facility or any Additional Facilities or shall have instituted any tax certiorari proceedings with respect to the Facility or any Additional Facilities. The Company shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company in connection with the foregoing.
- (f) The provisions of this paragraph 5 shall survive the termination or expiration of the Lease Agreement.
- 6. RESERVED.
- 7. RESERVED.
- 8. Except as otherwise provided herein, any notice required to be given by or under this PILOT Agreement shall be deemed to have been duly given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

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The Agency:

Town of Brookhaven Industrial Development Agency 1 Independence Hill, 3rd Floor Farmingville, New York 11738

Attention:

Executive Director

To the Company:

Cross-Sound Cable Company, LLC Cross-Sound Cable Company (New York), LLC 200 Donald Lynch Boulevard, Suite 300, Marlborough, Massachusetts 01752-4707 Attention: Chief Financial Officer

With copies for Company to:

Nixon Peabody LLP 1300 Clinton Square Rochester, New York 14604

Attention: John Hood

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third business day after mailing.

- Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this PILOT Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's obligations hereunder. amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than or different manner from the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this PILOT Agreement or otherwise provided at law or in equity.
- This PILOT Agreement shall become effective as of the March 1, 2014 10. taxable status date of the Town of Brookhaven. All taxes, assessments, special assessments, service charges, special ad valorem levies or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company when due. Upon termination or expiration of the Lease Agreement and termination of the Agency's leasehold estate in the Facility to the Company, this PILOT Agreement shall terminate, except as otherwise provided herein.

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- 11. In the event a separate Tax Map No is created on the assessment rolls of the Town for the converter station Improvements and Equipment ("New Converter Station Tax Map. No.") other than Tax Map. No. 0200-039.00-02.00-002.000, the Agency's exemption from property tax assessments and taxes and the terms and provisions of this PILOT Agreement shall be deemed to apply immediately to the New Converter Station Tax Map No. as well as the Tax Map Nos. for the underwater cable Improvements and Equipment, and the Agency's exemption from property tax assessments and taxes and this PILOT Agreement shall thereafter no longer be deemed to apply to Tax Map. No. 0200-039.00-02.00-002.000.
- 12. Whenever the Company fails to comply with any provision of this PILOT Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this PILOT Agreement. The Agency agrees to notify the Company in writing of any failure by the Company to comply with any provision of this PILOT Agreement within thirty (30) business days after the Agency becomes aware of such failure and shall provide the Company with the opportunity to cure such failure within thirty (30) days after receipt by the Company of such notice.
- 13. This PILOT Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard or reference to its conflict of laws principles.
- 14. The Company agrees to hold the Agency harmless from and against any liability arising from any default by the Company in performing their respective obligations hereunder or any expense incurred under this PILOT Agreement, including any expenses of the Agency, including, without limitation, attorneys' fees.
- 15. This PILOT Agreement may be modified only by written instrument duly executed by the parties hereto.
- 16. This PILOT Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.
- 17. If any provision of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

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

CROSS-SOUND CABLE COMPANY, LLC

By:	(Sajon Spreye	
Name:	Jason Spreyer	
Title:	Chief Financial Officer	

CROSS-SOUND CABLE COMPANY (NEW YORK), LLC

By:	Cason Spreyer.	
Name:	Jason Spreyer	
Title:	Chief Financial Officer	

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

By:		
Name:	Lisa MG Mulligan	
Title:	Chief Executive Officer	

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

CROSS-SOUND CABLE COMPANY, LLC

By:	
Name:	Jason Spreyer
Title:	Chief Financial Officer
CROSS-S YORK),	SOUND CABLE COMPANY (NEW LLC
By:	
Name: Title:	Jason Spreyer Chief Financial Officer

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

Name: Lisa MG Mulligan
Title: Chief Executive Officer

EXHIBIT A

SCHEDULE OF PILOT PAYMENTS

Tax Year	Total Annual PILOT	Installment Payment	Installment Payment
	Payment*	due January 10*	due May 31*
2014-15	\$1,687,188	\$843,594	\$843,594
2015-16	\$1,687,188	\$843,594	\$843,594
2016-17	\$1,687,188	\$843,594	\$843,594
2017-18	\$1,687,188	\$843,594	\$843,594
2018-19	\$1,687,188	\$843,594	\$843,594
2019-20	\$1,720,932	\$860,466	\$860,466
2020-21	\$1,755,350	\$877,675	\$877,675
2021-22	\$1,790,458	\$895,229	\$895,229
2022-23	\$1,826,266	\$913,133	\$913,133
2023-24	\$1,862,792	\$931,396	\$931,396
2024-25	\$1,900,048	\$950,024	\$950,024
2025-26	\$1,938,048	\$969,024	\$969,024
2026-27	\$1,976,810	\$988,405	\$988,405
2027-28	\$2,016,346	\$1,008,173	\$1,008,173
2028-29	\$2,056,672	\$1,028,336	\$1,028,336
2029-30	\$2,097,806	\$1,048,903	\$1,048,903
2030-31	\$2,139,762	\$1,069,881	\$1,069,881

^{*}Before deduction for SID Charges pursuant to Paragraph 1(e) of the PILOT Agreement.

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

Leasehold Site

ALL that certain plot, piece or parcel of land, situate, lying and being at Shoreham, Town of Brookhaven, County of Suffolk and State of New York, being part of lands now or formerly of Long Island Lighting Company d/b/a LIPA situated on the northerly side of North Country Road, being known as part of District 0200, Section 083.00, Block 01.00, part of Lot 001.002 as shown on the Suffolk County Tax Map for the Town of Brookhaven, and also shown on a certain map entitled "ALTA/ASCM Land Title Survey, Lease Parcels and Easements at Shoreham Power Station, Town of Brookhaven, Suffolk County, New York", originally dated April 30, 2001 and revised as of November 20,2001, prepared by Surveying and Mapping Consultants, Inc., (filed in the miscellaneous map index in the Office of the Clerk of Suffolk County on December 14, 2001 as map number A-516) and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly boundary of Access Easement-EA2, as shown on the aforementioned map;

RUNNING THENCE the following fifteen (15) courses:

- 1. Continuing along the easterly boundary of Access Easement EA-2, North 14 degrees 11 minutes 38 seconds East, 81.18 feet;
- 2. Along the easterly boundary of Utility easement- EA1L, North 11 degrees 19 minutes 01 second East, 116.09 feet, by Utility Easement EA2, to a point;
- 3. North 82 degrees 07 minutes 49 seconds East, 49.53 feet to a point;
- 4. North 75 degrees 20 minutes 18 seconds East, 354.79 feet, to a point;
- 5. South 15 degrees 01 minute 27 seconds East, 112.40 feet, to a point;
- 6. South 82 degrees 05 minutes 58 seconds East, 14.63 feet, to a point;
- 7. South 16 degrees 38 minutes 31 seconds East, 19.54 feet, to a point;
- 8. North 76 degrees 08 minutes 41 seconds East, 12.16 feet, to a point;
- 9. South 07 degrees 55 minutes 11 seconds East, 11.26 feet, to a point;
- 10. South 12 degrees 00 minutes 56 seconds West, 110.92 feet, to a point;
- 11. South 22 degrees 03 minutes 50 seconds West, 69.01 feet, to a point;
- 12. South 74 degrees 54 minutes 29 seconds West, 414.41 feet, to a point;

- 13. North 20 degrees 36 minutes 59 seconds West, 88.70 feet, to a point;
- 14. North 17 degrees 06 minutes 35 seconds East, 43.66 feet, to a point;
- 15. North 82 degrees 24 minutes 59 seconds West, 30.31 feet, to the point or place of BEGINNING.

DESCRIPTION OF EASEMENTS

Parcel II Sub-Easement (comprised of Parcels IIA, IIB and IIC):

Declaration of Easement from Long Island Lighting Company to the Cross-Sound Cable Company, LLC dated January 10, 2002 and recorded on December 15, 2004 in the Office of the Suffolk County Clerk at Liber 12360, Page 566 granting to the Company the following:

Parcel II A:

ACCESS EASEMENT AREA

(Part of Roadway Access Easement - EA2)

ALL that certain plot, piece or parcel of land, lying and being at Shoreham, Town of Brookhaven, County of Suffolk and State of New York, being part of lands now or formerly of Keyspan Energy Development Corporation, situated on the Northerly side of North Country Road, being known as part of District 0200, Section 083.00, Block 01.00 and part of Lot 001.002 as shown on the Suffolk County Tax Map for the Town of Brookhaven, and also shown on a certain map entitled "ALTA/ASCM Land Title Survey, Lease Parcels and Easements at Shoreham Power Station, Town of Brookhaven, Suffolk County, New York", originally dated April 30, 2001 and revised as of November 20, 2001, prepared by Surveying and Mapping Consultants, Inc. (filed in the miscellaneous map index in the Office of the Clerk of Suffolk County on December 14, 2001, as Map number A-516) and being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly side of North Country Road, said point being North 60 degrees 20 minutes 22 seconds West, 222.34 feet from a angle point near a concrete monument:

RUNNING THENCE Westerly along the Northerly side of North Country Road the following two (2) courses and distances:

- 1. North 60 degrees 20 minutes 22 seconds West, 33.01 feet to a point;
- 2. North 70 degrees 16 minutes 42 seconds West, 86.29 feet to a point;

THENCE the following four (4) courses and distances:

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- 1. Along a curve to the left having a radius of 80.00 feet an arc distance. of 133.38 feet (said arc having a chord of North 61 degrees 57 minutes 25 seconds East, 118.46 feet) to a point;
- 2. North 14 degrees 11 minutes 38 seconds East, 251.37 feet to a point;
- 3. South 25 degrees 51 minutes 11 seconds East, 46.63 feet to a point;
- 4. South 14 degrees 11 minutes 38 seconds West, 312.42 feet to the point or place of BEGINNING.

Parcel II B:

SAID AREA BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY SIDE OF NORTH COUNTRY ROAD, SAID POINT BEING NORTH 60 DEGREES 20 MINUTES 22 SECONDS WEST, 222.34 FEET FROM AN ANGLE POINT NEAR A CONCRETE MONUMENT:

RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF NORTH COUNTRY ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 60 DEGREES 20 MINUTES 22 SECONDS WEST, 33.01 FEET TO A POINT;
- 2. NORTH 70 DEGREES 16 MINUTES 42 SECONDS WEST, 86.29 FEET TO A POINT;

THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AN ARC DISTANCE OF 133.38 FEET (SAID ARC HAVING A CHORD OF NORTH 61 DEGREES 57 MINUTES 25 SECONDS EAST, 118.46 FEET) TO A POINT;
- 2. NORTH 14 DEGREES 11 MINUTES 38 SECONDS EAST, 251.37 FEET TO THE POINT OF BEGINNING OF "NEW" PARCEL II B;

THENCE THROUGH PROPERTY NOW OR FORMERLY OF KEYSPAN ENERGY DEVELOPMENT CORP. THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1. NORTH 14 DEGREES 11 MINUTES 38 SECONDS EAST, 92.85 FEET;
- 2. SOUTH 39 DEGREES 42 MINUTES 4 SECONDS EAST, 6.00 FEET;
- 3. NORTH 14 DEGREES 11 MINUTES 38 SECONDS EAST, 17.00 FEET;
- 4. NORTH 39 DEGREES 42 MINUTES 4 SECONDS WEST, 6.00 FEET;
- 5. NORTH 14 DEGREES 11 MINUTES 38 SECONDS EAST, 65.58 FEET;

- 6. SOUTH 77 DEGREES 14 MINUTES 40 SECONDS EAST, 30.01 FEET;
- 7. SOUTH 14 DEGREES 11 MINUTES 38 SECONDS WEST, 211.87 FEET;
- 8. NORTH 25 DEGREES 51 MINUTES 11 SECONDS WEST, 46.63 FEET TO THE POINT OR PLACE OF BEGINNING.

Parcel II C:

SAID AREA BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF NORTH COUNTRY ROAD, SAID POINT BEING NORTH 60 DEGREES 20 MINUTES 22 SECONDS WEST, 222.34 FEET FROM AN ANGLE POINT NEAR A CONCRETE MONUMENT:

THENCE NORTHERLY AND SOUTHEASTERLY THROUGH PROPERTY NOW OR FORMERLY KEYSPAN THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 14 DEGREES 11 MINUTES 38 SECONDS EAST, 45.65 FEET;
- 2. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND AN ARC DISTANCE OF 78.05 FEET (SAID ARC HAVING A CHORD OF SOUTH 23 DEGREES 4 MINUTES 22 SECONDS EAST, 72.66 FEET) TO A POINT ON SAID NORTHERLY SIDE OF NORTH COUNTRY ROAD;

THENCE ALONG SAID NORTHERLY SIDE OF NORTH COUNTRY ROAD NORTH 60 DEGREES 20 MINUTES 22 SECONDS WEST, 45.65 FEET TO THE POINT OF BEGINNING.

Parcel III Sub Easement:

Declaration of Easement from Long Island Lighting Company to the Cross-Sound Cable Company, LLC dated January 10, 2002 and recorded on December 15, 2004 in the Office of the Suffolk County Clerk at Liber 12360, Page 567 granting to the Company the following:

UTILITY EASEMENT – EA1K

ALL that certain plot, piece or parcel of land .situate, lying and being at Shoreham, in the Town of Brookhaven, County of Suffolk and State of New York being part of lands now or formerly of Keyspan Energy Development Corporation, situated on the northerly side of North Country Road, also being known as part of District 0200, Section 083.00, Block 01.00, part of Lot 001.002 on the Suffolk County Tax Map for the Town of Brookhaven, and also shown on a certain map entitled "ALTA/ASCM Land Title Survey, Lease Parcels and Easements at Shoreham Power Station, Town of Brookhaven, Suffolk County, New York", originally dated April 30, 2001 and revised as of November 20, 2001, prepared by Surveying and Mapping Consultants, Inc., (filed in the miscellaneous map index in the Office of the Clerk of Suffolk County on December 14,2001 as map number A-516) and being more particularly bounded and described as follows:

13801086.8

BEGINNING at a point located North 75 degrees 30 minutes 22 seconds East, 95.48 feet from the northwesterly corner of the Site Boundary, as shown on the aforementioned map;

RUNNING THENCE:

- 1. North 12 degrees 28 minutes 55 seconds East, 24.84 feet, to a point;
- 2. North 39 degrees 11 minutes 06 seconds East, 436.99 feet to a point being 30.00 feet from the centerline of the Intake Canal, as shown on the aforementioned map;
- 3. Northerly along a curve to the right having a radius of 980.00 feet, an arc distance of 538.27 feet (said arc having a chord of North 22 degrees 09 minutes 03 seconds West, 531.53 feet), through said Intake Canal being 30.00 feet from the centerline, to a point;
- 4. North 06 degrees 11 minutes 02 seconds West, 94.64 feet to a point in the northerly line of land now or formerly of Keyspan Energy Development Corporation, that is the point of beginning of Utility Easement-EA3, as shown on the aforementioned map;
- 5. North 83 degrees 48 minutes 58 seconds East, 30.00 feet, along the northerly line of land now or formerly of Keyspan Energy Development Corporation, to a point in the centerline of said Intake Canal;
- 6. South 06 degrees 11 minutes 02 seconds East, 94.64 feet, along the centerline of the Intake Canal as shown on the aforementioned map, to a point:
- 7. Southerly along a curve to the left having a radius of 950.00 feet an arc distance of 545.52 feet along the centerline of said Intake Canal, to a point;
- 8. South 39 degrees 11 minutes 06 seconds West, 453.97 feet, to a point;
- 9. South 12 degrees 28 minutes 55 seconds West, 2.45 feet, to a point on the northerly line of the Site Boundary as shown on the aforementioned map;
- 10. South 75 degrees 30 minutes 22 seconds West, 33.66 feet, to the point of BEGINNING.

Parcel IV Sub-Easement:

Declaration of Easement from Long Island Lighting Company to the Cross-Sound Cable Company, LLC dated January 10, 2002 and recorded on December 15, 2004 in the Office of the Suffolk County Clerk at Liber 12360, Page 567 granting to the Company the following:

<u>CONSTRUCTION AND MAINTENANCE</u> EASEMENT FOR CROSS-SOUND CABLE -E5

ALL that certain plot, piece or parcel of land, situate, lying and being at Shoreham, Town of Brookhaven, County of Suffolk and State of New York, being part of lands now or formerly of Keyspan Energy Development Corporation, situated on the northerly side of North

138010868 - 5 -

Country Road, being known as part of District 0200, Section 083.00, Block 01.00, part of Lot 001.002 as shown on the Suffolk County Tax Map for the Town of Brookhaven, and also shown on a certain map entitled "ALTA/ASCM Land Title Survey, Lease Parcels and Easements at Shoreham Power Station, Town of Brookhaven, Suffolk County, New York", originally dated April 30, 2001 and revised as of November 20, 2001, prepared by Surveying and Mapping Consultants, Inc., (filed in the miscellaneous map index in the Office of the Clerk of Suffolk County on December 14, 2001 as map number A-516) and being more particularly bounded and described as follows:

BEGINNING at a point which is the northwesterly corner of the Site Boundary-Development Area, as shown on the above referenced map;

RUNNING THENCE along the northerly line of the Site Boundary-Development Area, North 75 degrees 30 minutes 22 seconds East, 496.89 feet;

THENCE North 75 degrees 12 minutes 06 seconds East, 68.58 feet;

THENCE North 27 degrees 17 minutes 18 seconds East, 14.04 feet;

THENCE North 75 degrees 04 minutes 29 seconds East, 54.61 feet, to a point on the centerline of the Intake Canal as shown on the above referenced map;

THENCE the following four (4) courses and distances along the center line of said Intake Canal:

- 1. North 13 degrees 40 minutes 49 seconds West, 32.30 feet;
- 2. Northwesterly, along the arc of a curve bearing to the left, having a radius of 40.00 feet and an arc length of 27.76 feet;
- 3. Northwesterly, along the arc of a curve bearing to the right, having a radius of 950.00 feet and an arc length of 783.53 feet;
- 4. North 06 degrees 11 minutes 02 seconds West, 94.64 feet;

THENCE South 83 degrees 48 minutes 58 seconds West, 181.86 feet;

THENCE South 06 degrees 11 minutes 02 seconds East, 219.32 feet;

THENCE South 70 degrees 40 minutes 30 seconds East, 40.17 feet;

THENCE South 09 degrees 16 minutes 52 seconds East, 306.76 feet;

THENCE South 29 degrees 35 minutes 11 seconds East, 185.54 feet;

THENCE South 39 degrees 35 minutes 43 seconds West, 340.37 feet, to the point or place of BEGINNING.

13801086 8 - 6 -

Parcel V Sub-Easement:

Declaration of Easement from Long Island Lighting Company to the Cross-Sound Cable Company, LLC dated January 10, 2002 and recorded on December 15, 2004 in the Office of the Suffolk County Clerk at Liber 12360, Page 567 granting to the Company the following:

UTILITY EASEMENT – EA1L:

All that certain plot, piece or parcel of land, situate, lying and being at Shoreham, Town of Brookhaven, County of Suffolk and State of New York, being part of lands now or formerly of Long Island Lighting Company d/b/a LIPA situated on the northerly side of North Country Road, being known as part of District 0200, Section 083.00, Block 01.00, part of Lot 001.002 as shown on the Suffolk County Tax Map for the Town of Brookhaven, and also shown on a certain map entitled "ALTA/ASCM Land Title Survey, Lease Parcels and Easements at Shoreham Power Station, Town of Brookhaven, Suffolk County, New York", originally dated April 30, 2001 and revised as of November 20, 2001, prepared by Surveying and Mapping Consultants, Inc., (filed in the miscellaneous map index in the Office of the Clerk of Suffolk County on December 14, 2001 as map number A-516) and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly side of North Country Road, said point being North 60 degrees 20 minutes 22 seconds West, 176.69 feet from an angle point near a concrete monument;

RUNNING THENCE Northerly along a curve having a radius of 60.00 feet an arc distance of 78.05 feet by Access Easement-EA2, as shown on the aforementioned map;

THENCE North 14 degrees 11 minutes 38 seconds East, 478.64 feet to the true point of beginning;

THENCE running through and along lands now or formerly of Long Island Lighting Company d/b/a LIPA the following twelve (12) courses and distances:

- 1. North 77 degrees 14 minutes 40 seconds West, 30.01 feet, to a point;
- 2. North 11 degrees 19 minutes 01 second East, 288.73 feet, to a point;
- 3. North 15 degrees 27 minutes 16 seconds East, 382.61 feet, to a point;
- 4. North 05 degrees 16 minutes 41 seconds East, 182.57 feet, to a point;
- 5. North 08 degrees 43 minutes 54 seconds East, 183.13 feet, to a point;
- 6. North 12 degrees 28 minutes 55 seconds East, 66.41 feet, to a point that is the point of beginning of Utility Easement -EAIK, as shown on the aforementioned map;
- 7. North 75 degrees 30 minutes 22 seconds East, 33.66 feet, by the Site Boundary, as shown on the aforementioned map, to a point;

13801086.8 - 7 -

- 8. South 12 degrees 28 minutes 55 seconds West, 80.70 feet, to a point;
- 9. South 08 degrees 43 minutes 54 seconds West, 181.24 feet, to a point;
- 10. South 05 degrees 16 minutes 41 seconds West, 184.34 feet, to a point;
- 11. South 15 degrees 27 minutes 16 seconds West, 384.19 feet, to a point;
- 12. South 11 degrees 19 minutes 01 second West, 288.40 feet to the true point of BEGINNING.

Parcel VI Underwater Easement:

Easement Agreement from the People of the State of New York to the Cross-Sound Cable Company, LLC, dated May 13, 2004 and recorded January 10, 2005 in the Office of the Clerk of Suffolk County in Liber 12365, Page 113, as amended by Order Amending Declaration of Easement dated February 22, 2006 and recorded at the Department of State in Volume 48 of the Miscellaneous Deeds of Title Papers at Page 10 and on February 23, 2006 and in the Office of the Clerk of Suffolk County on March 10, 2006 in Liber 12439, Page 972 and as further amended by Order dated August 24, 2011, recorded or to be recorded at the Department of State, granting the Company the following:

ALL that certain thirty (30) foot wide easement through the waters of the Long Island Sound, situate in the Town of Brookhaven, County of Suffolk, State of New York, the centerline of said easement being bounded and described as follows:

COMMENCING at the Northwesterly corner of lands now or formerly of Keyspan Energy Development Corporation, Liber 11934 of Deeds at Page 267;

RUNNING THENCE along the Northerly boundary of said parcel of land, North 83 degrees 48 minutes 58 seconds East, a distance of 257.39 feet to the Point of Beginning, having the coordinates of North 292,817 and East 1,296,978;

THENCE from said Point of Beginning along the centerline of said 30 foot wide easement, through the waters of Long Island Sound, the following sixteen (16) courses and distances:

- 1. North 05 degrees 35 minutes 19 seconds West, 660.04 feet to a point;
- 2. North 04 degrees 49 minutes 04 seconds West, 138.70 feet to a point;
- 3. North 09 degrees 11 minutes 13 seconds West, 331.96 feet to a point;
- 4. North 06 degrees 53 minutes 14 seconds West, 164.29 feet to a point;
- 5. North 09 degrees 02 minutes 50 seconds West, 167.89 feet to a point;
- 6. North 04 degrees 26 minutes 01 second West, 164.29 feet to a point;
- 7. North 02 degrees 36 minutes 49 seconds East, 256.57 feet to a point;

- 8. North 18 degrees 25 minutes 30 seconds West, 644.26 feet to a point;
- 9. North 14 degrees 55 minutes 07 seconds West, 313.16 feet to a point;
- 10. North 49 degrees 24 minutes 16 seconds West, 306.48 feet to a point;
- 11. North 37 degrees 53 minutes 53 seconds West, 253.98 feet to a point;
- 12. North 49 degrees 01 minute 29 seconds West, 754.84 feet to a point;
- 13. North 22 degrees 40 minutes 51 seconds West, 929.01 feet to a point;
- 14. North 23 degrees 26 minutes 23 seconds West, 832.71 feet to a point;
- 15. North 10 degrees 58 minutes 49 seconds West, 4834.13 feet to a point; and
- 16. North 10 degrees 53 minutes 01 second West, 38774.33 feet, to a point at the terminus of said easement on the boundary line between the State of New York and the State of Connecticut, said point having the coordinates of North 340,941.5 and East 1,286,628.3.

As to Parcel VI all bearings and coordinates being referenced to the New York State Plane Coordinate System, Long

Island Zone, NAD 83 feet.

As to Parcel VI, all as shown on a map entitled, "State of New York, Office of General Services, Submerged Land Application Map in the application of Cross-Sound Cable Company, LLC, for an Easement of Lands under the waters of the Long Island Sound, situate in the Town of Brookhaven, County of Suffolk, State of New York", dated June 10, 2003, prepared by Welsh Engineering and Land Surveying, P.C., and filed in the New York State Office of General Services at Albany as O.G.S. Map No. 1961.

NIXON PEABODY

1300 Clinton Square Rochester, New York 14604

Elizabeth A. Wood, Paralegal Direct: (585) 263-1391 E-mail: ewood@nixonpeabody.com

October 9, 2013

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

James Ryan
Sole Assessor
Town of Brookhaven
1 Independence Hill
Farmingville, New York 11738

RE: Town of Brookhaven Industrial Development Agency

(Cross-Sound Cable Company, LLC/Cross-Sound Cable Company (New

York), LLC 2013 Facility)

Dear Mr. Ryan:

Enclosed please find a completed Form RP-412-a Application for Real Property Tax Exemption with respect to the above-referenced transaction which closed on September 30, 2013.

Also enclosed are copies of (i) the Payment-in-Lieu-of-Tax Agreement, (ii) the Company Lease Agreement (a Memorandum of Company Lease has been presented for recording in the Suffolk County Clerk's office), and (iii) the Recapture Agreement, which Recapture Agreement has been presented for recording in the Suffolk County Clerk's office.

Please feel free to contact me if you should have any questions. Thank you.

Very truly yours,

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Path Wind

Elizabeth A. Wood Paralegal

Enclosures

cc: Distribution List (w/encls.)

Distribution List

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

Hon. Steven Bellone
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

Hon. Edward R. Romaine Town Supervisor Town of Brookhaven One Independence Hill Farmingville, New York 11738

Steven R. Cohen, Ph.D.
Superintendent
Shoreham-Wading River School District
250B Route 25A
Shoreham, NY 11786

FIRST CLASS MAIL

Lisa MG Mulligan Chief Executive Officer Town of Brookhaven Industrial Development Agency One Independence Hill, 3rd Floor Farmingville, New York 11738

Annette Eaderesto, Esq. Town Attorney Town of Brookhaven One Independence Hill, 3rd Floor Farmingville, New York 11738



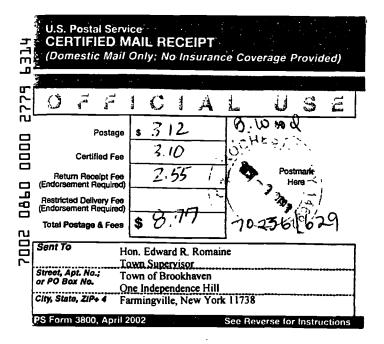
NYS BOARD OF REAL PROPERTY SERVICES

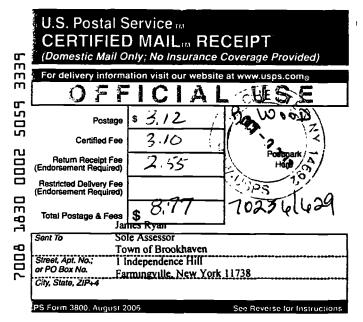
INDUSTRIAL DEVELOPMENT AGENCIES APPLICATION FOR REAL PROPERTY TAX EXEMPTION

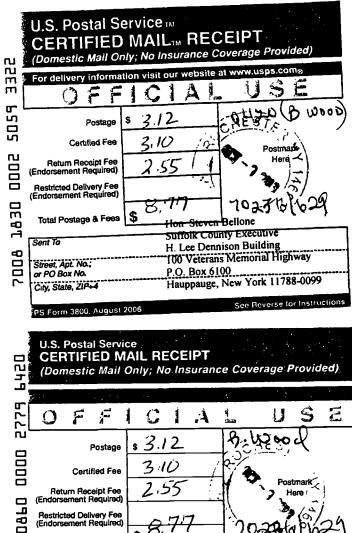
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

(If more than one occupant attach separate listing)
Cross-Sound Cable Company, LLC/Cross-Sound Name Cable Company (New York), LLC
Street 200 Donald Lynch Boulevard, Suite 300
City Marlborough, Massachusetts 01752-4707
Telephone no. Day()
Evening _()
Contact Jason Spreyer
Title Chief Financial Officer
d. School District Shoreham Wading River 5,067 Central School District e. County Suffolk
f. Current assessment unavailable
g. Deed to IDA (date recorded; liber and page) N/A - See attached
(if necessary, attach plans or specifications)
f. Projected expiration of exemption (i.e.
date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
November 30, 2031
THOD TO BE USED FOR PAYMENTS TO BE STATUTORY EXEMPTION of the terms relating to the project).

	funicipal corporations to which page made	yments will	d. Person or entity responsi	
	0.50	Yes No	Name Jason Spreyer	
C	County Suffolk Cown/City Brookhaven	6 0	Title Chief Financial O	fficer
T	own/City <u>Brookhaven</u> /illage Brookhaven	. Y a	4.11	
	chool District Shoreham Wading		Address 200 Donald Ly Suite 300	
3	River Central SD		Marlborough, Massach	
e. I	s the IDA the owner of the propert	y? Yes/Nowcircle o		1430(13 017 52-47 07
	f "No" identify owner and explain		est Telephone	
i	n an attached statement. see attack	hed		
	(check one) Yes	s V No	ed any other exemption from real p	property taxation?
	s, list the statutory exemption refended		nt roll year on which granted: roll year	
			is been mailed or delivered on 10, which the project is located as indicential of the control of	
,	Lisa MG Mulligan,		Chief Executive Officer	-£
ı, <u> </u>	Name	,	Title	of
To		elopment Agency	hereby certify that the ir	nformation
	Organization			
on th	nis application and accompanying	papers constitutes a 1	true statement of facts.	
_	September 30, 2013 Date		Lisa MMu Signature	lligan
	Duc	FOD USE B	BY ASSESSOR	O .
	 -	FOR USE D	T ASSESSOR	
•	Date application filed			
2	2. Applicable taxable status date			,
-	3a. Agreement (or extract) date _			
:	3b. Projected exemption expiration	n (year)		
4	4. Assessed valuation of parcel in	n first year of exemp	otion \$	
:	5. Special assessments and specia	al as valorem levies	for which the parcel is liable:	
-				
-				
-	Date		Assessor's sig	nature
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Steven R. Cohen, Ph.D.

Shoreham-Wading River

Superintendent

School District

Shorcham; NY-11786

See Reverse for Instructions

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Total Postage & Fees

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Street, Apt. No.; or PO Box No.

City, State, ZIP+ 4

PS Form 3800, April 2002

SENDER: COMPLETE THIS SECTION. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: Hon. Edward R. Romaine. Town Supplement Town of Brookhaven	A. Signature X Agent Addressee B. Received by (Printed Name) D. Is delivery address different/from tetn.13 (Cipal) If YES, enter delivery address below:
One Independence Hill Farmingville, New York 11738	3. Service Type 13. Certifled Mail® □ Priority Mail Express™ □ Registered □ Return Receipt for Merchandise □ Insured Mail □ Collect on Delivery 4. Restricted Delivery? (Extra Fee) □ Yes
(Transfer from service label) PS Form 3811, July 2013 OURSE Domestic Re	turn Receipt 70276/629
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Hon. Steven Bellone Suffolk County Executive H. Lee Dennison Building 100 Veterans Memorial Highway P.O. Box 6100 Hauppauge, New York 11788-0099	A. Signature X
2. Article Number	Insured Mail ☐ Collect on Delivery 4. Restricted Delivery? (Extra Fee) ☐ Yes
PS Form 3811, July 2013 CHAO Domestic Return	02 5059 3322 70236/629

 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: 	A. Signature X. Agent X. Agent B. Received by (Printed Name) D. Is delivery address different from item 1? Tes If YES, enter delivery address below:
James Ryan Sole Assessor Town of Brookhaven I Independence Hill Farmingville, New York 11738	3. Service Type □ Certifled Mail® □ Priority Mail Express™ □ Registered □ Return Receipt for Merchandise □ Insured Mail □ Collect on Delivery 4. Restricted Delivery? (Extra Fee) □ Yes
2. Article Number (Transfer from service label) 7008 1830 PS Form 3811, July 2013 OH 20 Domestic F	0002 5059 3339 Return Receipt 70236 429
SENDER: COMPLETE THIS SECTION. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A Signature A Signature A Agent Addressee B. Received by (Printed Name) Jana A Shamoun C. Date of Delivery
1. Article Addressed to: Steven R. Cohen, Ph.D. Superintendent Shoreham-Wading River	D. Is delivery address different from Item 1?
Steven R. Cohen, Ph.D. Superintendent	The state of the s