

CROSS-SOUND CABLE COMPANY, LLC

and

CROSS-SOUND CABLE COMPANY (NEW YORK), LLC

to

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

RECAPTURE AGREEMENT

Dated as of September 1, 2013

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

Property Address:

District:	0200	0200	0200	0200	0200	0200
Section:	299.01	299.01	299.01	299.01	299.01	039.00
Block:	90.00	90.00	90.00	90.00	90.00	02.00
Lot:	003.062	003.063	003.064	003.065	003.067	002.000

Record and return to:
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attention: Barry Carrigan, Esq.

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT, made and entered into as of September 1, 2013 (this "**Recapture Agreement**"), is from 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**") to the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738 (the "**Agency**").

W I T N E S S E T H :

Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York.

The aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State of New York (the "**State**").

The aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to, machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

Pursuant to and in accordance with the provisions of the aforesaid act and Chapter 358 of the Laws of 1970 of the State, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the providing, financing and leasing of the Facility defined below.

The Long Island Lighting Company d/b/a LIPA ("**LIPA**") and CSC NY entered into a certain ground lease agreement (the "**Agreement of Lease**") dated as of August 2, 2000, whereby certain land was leased, and certain easements were granted, to CSC NY, and as amended, or may be amended, from time to time. ✓

The Facility shall consist of the acquisition of leasehold interests 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) (the “**Land**”), and the maintaining of a converter station and underwater power cable (the “**Improvements and Equipment**”; and, together with the Land, the “**Facility**”), all to be leased by the Company as the respective interests of CSC and CSC NY may appear, to the Agency for further sublease by the Agency to the Company.

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.

The Company has agreed to lease their respective interests in the Facility to the Agency pursuant to a certain Company Lease, dated as of September 1, 2013 (the “**Company Lease**”), by and between the Company and the Agency.

The Agency has agreed to sublease the Facility to the Company pursuant to a certain Lease Agreement, dated as of September 1, 2013 (the “**Lease Agreement**”), by and between the Agency and the Company.

In order to define the Company’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency, the Company will enter into a Payment-in-Lieu-of-Tax Agreement, dated as of September 1, 2013 (the “**PILOT Agreement**”), by and between the Agency and the Company.

The Agency has conferred on the Company in connection with the leasing of the Facility real property tax abatements (pursuant to the PILOT Agreement).

The Agency requires, as a condition and as an inducement for it to enter into the transactions contemplated by the PILOT Agreement and the Lease Agreement, that the Company provide assurances with respect to the recapture of benefits granted under the PILOT Agreement, the Lease Agreement and the other Agency agreements on the terms herein set forth.

AGREEMENT

1. Recapture of Agency Benefits.

(a) It is understood and agreed by the parties hereto that the Agency is entering into the PILOT Agreement and the Lease Agreement in order to provide financial assistance to the Company for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees as follows:

- (i) If there shall occur a Recapture Event (as defined below) after the Closing Date, but on or before the end of five (5) years thereafter, the Company shall pay to the Agency (except as otherwise specified below) as a return of public

benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below);

- (ii) If there shall occur a Recapture Event after the end of five (5) years but on or before the end of nine (9) years thereafter, the Company shall pay to the Agency(except as otherwise specified below) as a return of public benefits conferred by the Agency, seventy-five percent (75%) of the Recaptured Benefits;
- (iii) If there shall occur a Recapture Event after the end of nine (9) years but on or before the end of twelve (12) years thereafter, the Company shall pay to the Agency(except as otherwise specified below) as a return of public benefits conferred by the Agency, fifty percent (50%) of the Recaptured Benefits;
- (iv) If there shall occur a Recapture Event after the end of twelve (12) years but on or before the end of fifteen (15) years thereafter, the Company shall pay to the Agency(except as otherwise specified below) as a return of public benefits conferred by the Agency, twenty-five percent (25%) of the Recaptured Benefits; and
- (v) If there shall occur a Recapture Event after the end of fifteen (15) years, the Company shall not be obligated to pay to the Agency any of the Recaptured Benefits; and

(b) The term "Recaptured Benefits" shall mean all direct monetary benefits, tax exemptions and other financial assistance, if any, derived from the Agency's participation in the transaction contemplated by the PILOT Agreement and the Lease Agreement including, but not limited to, the amount equal to 100% of any exemption from the real property tax abatements granted under the PILOT Agreement which amounts from time to time shall be payable directly to the Agency or to any party or parties at the direction of the Agency.

(c) The term "Recapture Event" shall mean any of the following events:

(1) A default by the Company under the PILOT Agreement which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(2) The occurrence and continuation of an Event of Default under the Lease Agreement which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(3) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date; or

(4) The sale of the Facility (excluding any sale provided for in Section 9.3 of the Lease Agreement) or closure of the Facility, except as due to casualty, condemnation or force majeure as provided below or termination by the Long Island Lighting Company d/b/a LIPA of the Firm Transmission Capacity Purchase Agreement dated as of August 2,

2000 and to which CSC is a party, provided that such termination of the Firm Transmission Capacity Purchase Agreement is due to an event other than the occurrence and continuance of an Event of Default by CSC thereunder; or

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or part of the Facility, or (ii) the inability at law of the Company after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a "Loss Event") to rebuild, repair, restore or replace the Facility if the Company elects to rebuild, repair, restore or replace the Facility.

(d) The Company covenants and agrees to furnish the Agency with written notification within thirty (30) days of learning of any Recapture Event during the term of this agreement, which notification shall set forth the terms of such Recapture Event.

(e) In the event any payment owing by the Company under this Section shall not be paid within thirty (30) days of a written demand therefor by the Agency, such payment shall bear interest from the date of such demand at a rate equal to ten percent (10%) per annum until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(f) The Agency shall be entitled to deduct all expenses of the Agency, including without limitation, legal fees, incurred with the recovery of all amounts due under this Recapture Agreement, from amounts received by the Agency pursuant to this Recapture Agreement.

2. Obligations Unconditional.

(a) The obligations of the Company under this Recapture Agreement shall be absolute and unconditional and shall remain in full force and effect until the PILOT Agreement and the Lease Agreement have expired or been terminated, and such obligations shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event, whether or not with notice to or the consent of the Company.

(b) It is hereby expressly agreed that the Company's obligations under this Recapture Agreement are not limited in any manner, and the Company shall be liable for the payment of all recapture amounts with respect to the entire Facility.

3. Condition to Reconveyance of Facility. The parties hereto agree that the Agency shall have no obligations to re-convey its interest in the Facility to the Company pursuant to the Lease Agreement until all payments to the Agency and the Town under Sections 5.3, 11.2 and 11.3 of the Lease Agreement, under the PILOT Agreement and hereunder have been paid in full.

4. Recordation of Recapture Agreement. The parties hereto agree that this Recapture Agreement shall be recorded as a lien against the Facility and as a covenant and restriction running with the Land until this Recapture Agreement and such lien have been discharged by the Agency. The parties hereto further agree that this Recapture Agreement

and the lien referred to above shall be subordinate to any Mortgage now or hereinafter entered into by the Agency and/or the Company against the Facility and the Agency agrees to consent to any subordination agreement by any lender, at the sole cost and expense of the Company, which consent by the Agency shall not be unreasonably withheld or delayed, but may be conditioned upon reasonable terms then in effect by the Agency.

5. Terms Defined. All of the capitalized terms used in this Recapture Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement as Schedule A.

6. Directly or Indirectly. Where any provision in this Recapture Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

7. Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Recapture Agreement to the Agency regardless of any investigation made by the Agency.

8. Binding Effect. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

9. Notices. All notices, certificates and other communications under this Recapture Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, return receipt requested, postage prepaid, or by overnight courier, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 3rd Floor
Farmingville, New York 11738
Attention: Chief Executive Officer

With a copy to:

Town of Brookhaven
Department of Law
1 Independence Hill, 3rd Floor
Farmingville, New York 11738
Attention: Annette Eaderesto, Esq.

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

10. Entire Understanding; Counterparts. This Recapture Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Amendments. No amendment, change, modification, alteration or termination of this Recapture Agreement shall be made except in writing upon the written consent of the Company and the Agency.

12. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Recapture Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Recapture Agreement or any part thereof.

13. Governing Law. This Recapture Agreement shall be governed by, and construed in accordance with, the laws of the State, without regard or reference to its conflict of laws principles.

14. Section Headings. The headings of the several Sections in this Recapture Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Recapture Agreement.

15. Recordation of Recapture Agreement. The Agency covenants that it will record or cause this Recapture Agreement to be duly recorded in all offices where recordation thereof is necessary.

16. New Tax Map Number. 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 Recapture 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 Recapture Agreement shall thereafter no longer be deemed to apply to Tax Map. No. 0200-039.00-02.00-002.000.

17. Termination of Recapture Agreement and Survival of Accrued Payment Obligation. Notwithstanding any other provision herein to the contrary, this Recapture Agreement shall terminate on the same date as the Company Lease, the Lease Agreement and the PILOT Agreement, except that in the event a payment obligation arises with respect to a Recapture Event prior to any such termination, (a) such payment obligation as provided for in Section 1 above and (b) the Agency's obligation to (i) discharge the Recapture Agreement and the lien created pursuant to Section 4 above and (ii) subordinate any such lien as also provided for in Section 4 shall survive any such termination.

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

IN WITNESS WHEREOF, the Company has caused this Recapture Agreement to be duly executed and delivered as of the day and year first above written.

CROSS-SOUND CABLE COMPANY, LLC

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

CROSS-SOUND CABLE COMPANY (NEW YORK), LLC

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

ACCEPTED:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

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

IN WITNESS WHEREOF, the Company has caused this Recapture Agreement to be duly executed and delivered as of the day and year first above written.

CROSS-SOUND CABLE COMPANY, LLC

By: _____
Name: Jason Spreyer
Title: Chief Financial Officer

CROSS-SOUND CABLE COMPANY (NEW YORK), LLC

By: _____
Name: Jason Spreyer
Title: Chief Financial Officer

ACCEPTED:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

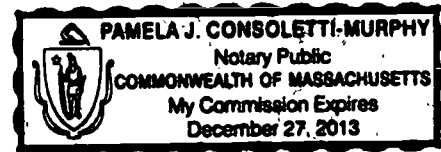
By: Lisa MG Mulligan
Name: Lisa MG Mulligan
Title: Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

STATE OF)
: SS:
COUNTY OF Middlesex)

On the 27th day of September in the year 2013, before me, the undersigned, personally appeared **Jason Spreyer**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Pamela J. Consoletti-Murphy
Notary Public



STATE OF NEW YORK)
: SS:
COUNTY OF SUFFOLK)

On the ___ day of September in the year 2013, before me, the undersigned, personally appeared **Lisa MG Mulligan**, 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 she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Notary Public

Comm

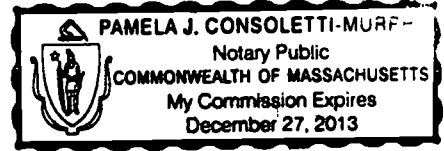
STATE OF MASS)

: SS:

COUNTY OF Middlesex)

On the 27th day of September in the year 2013, before me, the undersigned, personally appeared **Jason Spreyer**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Pamela J. Consoletti-Murphy
Notary Public



STATE OF NEW YORK)

: SS:

COUNTY OF SUFFOLK)

On the ___ day of September in the year 2013, before me, the undersigned, personally appeared **Lisa MG Mulligan**, 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 she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
 : SS:
COUNTY OF)

On the ___ day of September in the year 2013, before me, the undersigned, personally appeared **Jason Spreyer**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : SS:
COUNTY OF SUFFOLK)

On the 30th day of September in the year 2013, before me, the undersigned, personally appeared **Lisa MG Mulligan**, 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 she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Carol C. Dono

Notary Public

CAROL C. DONO
Notary Public, State of New York
No. 01DO5052424
Qualified in Suffolk County
Commission Expires January 2, 2014

EXHIBIT A

REAL PROPERTY DESCRIPTION

REAL PROPERTY – HVDC SUBSTATION SITE

Lease

The Agreement of Lease dated as of August 2, 2000 by and between the Long Island Lighting Company, doing business as LIPA (“LIPA”) and TransEnergie U.S. LTD. (“TEUS”), as amended by (i) Letter Agreement dated as of August 14, 2000, (ii) Letter Agreement dated as of September 22, 2000, (iii) First Amendment to Lease dated as of November 13, 2000 and (iv) Letter Agreement dated as of November 26, 2001; and as assigned by Assignment and Assumption dated as of November 13, 2000 between TEUS and Cross-Sound Cable Company (New York), LLC (the “Company”) and (vi) Addendum to Lease dated February 22, 2006, a memorandum of which was recorded on March 10, 2006 in the Suffolk County Clerk’s Office at Liber: 12439, Page 971 whereby LIPA leased to the Company the following:

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;

Cross Sound New York Mortgage

3. North 82 degrees 07 minutes 49² 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.

SCHEDULE II

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:

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;

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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:

COMENCING 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:

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:

**CONSTRUCTION AND MAINTENANCE
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 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.

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;
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.