

**AMENDMENT
TO
COST REIMBURSEMENT AGREEMENT**

Dated as of August ^{22nd} 2016
("Amendment Effective Date")

Reference is made to that certain Cost Reimbursement Agreement dated as of December 14, 2015 by and between **THE ONEIDA INDIAN NATION**, as Developer, and **NIAGARA MOHAWK POWER CORPORATION**, as Company (the "Agreement"). Unless otherwise defined herein, all capitalized terms used in this Amendment to Cost Reimbursement Agreement ("Amendment") shall have the meanings set forth in the Agreement.

WHEREAS, Developer has elected to suspend the Company Work while it considers potential changes to Developer's Turning Stone Casino expansion project; and

WHEREAS, the Parties have determined to amend the Agreement as set forth below in order to ensure that the Agreement will be and remain in effect during such suspension;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agrees as follows:

1. The Notice Period shall be extended from ninety (90) Days to one hundred and eighty (180) Days, terminating on October 24, 2016.
2. The last sentence of Section 5.3 of the Agreement is hereby amended and restated to read in its entirety as follows:

"If Developer delivers a Cancellation Notice, or, if Developer has failed to deliver either a Notice to Proceed or a Cancellation Notice by the end of the Notice Period, either Party shall have the right to terminate this Agreement upon written notice to the other Party, subject to the provisions of Sections 8.1, 21.3 and 21.4 of this Agreement."

3. The Parties agree that Developer's execution of this Amendment represents written notice by Developer to suspend all Company Work and satisfies the notice requirements of Section 20.1 of the Agreement.
4. The Parties agree that the Agreement shall be deemed in full force and effect in accordance with its terms as amended hereby, is ratified and confirmed, and shall continue to govern the rights and obligations of the Parties. This Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.

5. This Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification or waiver is sought to be enforced.
6. **LIMITED WAIVER OF SOVEREIGN IMMUNITY.** Developer waives its sovereign immunity from suit solely for the limited purpose of enforcement of the terms of this Amendment by Company in accordance with the provisions set forth herein. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible or intangible, on any person or entity not a party to this Amendment or as a waiver with respect to any such third person or entity. Developer and Company agree that this Amendment shall be governed by and construed according to the laws of the State of New York and the United States of America. The Parties hereto further agree that the United States District Court for the Northern District of New York shall have jurisdiction over and shall be the proper venue for actions to enforce this Amendment. In the event jurisdiction over any controversy arising out of this Amendment is not available in the federal court, the Parties agree that the New York State Courts in Onondaga County shall have jurisdiction over and shall be the proper venue for such controversy.
7. This Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.


[Signatures are on following page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on their behalf by their respective duly authorized signatories as of the Amendment Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Kathryn Cox-Arslan
Title: Director, Transmission Commercial Services

THE ONEIDA INDIAN NATION

By: 
Name: Peter D. Conner
Title: Chief Operating Officer