

AGREEMENT TO EXTEND  
INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS AGREEMENT TO EXTEND INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **ONEIDA COUNTY RURAL TELEPHONE COMPANY/NORTHLAND COMMUNICATIONS FACILITY** (the "AGREEMENT") is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **ONEIDA COUNTY RURAL TELEPHONE COMPANY D/B/A NORTHLAND COMMUNICATIONS**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 9560 Main Street, Holland Patent, New York 13354 (the "Company").

WHEREAS, the Company has requested the Agency assist in (i) the renovation of 8,800± square feet of office space and 6,700± square feet of garage space, construction of a 500± square foot gallery to connect the two buildings (collectively, the "Existing Improvements") at an existing facility situated on a 3± acre parcel of land located at 9560 Main Street, Town of Trenton, Village of Holland Patent, Oneida County, New York (the "Existing Land"), (ii) the acquisition of a 1.0± acre parcel of land located adjacent to the Existing Land at 9562 Main Street (together with the Existing Land, the "Land") and the construction thereon of an 11,000± square foot garage (together with the Existing Improvements, the "Improvements"), (iii) construction and installation of all infrastructure to service the Improvements and (iv) the acquisition and installation of equipment in the Improvements and the Addition (the "Equipment"), all to be used for providing residential and commercial telecommunication and internet services (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction, renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Company and the Agency entered into an Inducement Agreement and Project Agreement dated as of July 15, 2016 (the "Inducement Agreement") with respect to certain financial assistance (as described therein) the Agency contemplates it will grant to the Project; and

WHEREAS, the Inducement Agreement contains a provision that, if for any reason the sale-leaseback or lease-leaseback transaction does not close on or before twelve (12) months from the execution thereof, the Inducement Agreement shall terminate and be of no further force or effect; and

WHEREAS, the lease-leaseback transaction has not closed, and the parties wish to extend the Inducement Agreement by this writing.

NOW THEREFORE, in consideration of the mutual agreements contained in the Inducement Agreement, and for other good and valuable consideration, the parties agree as follows:

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of July 15, 2017.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: David C. Grow  
David C. Grow  
Chairman

ONEIDA COUNTY RURAL TELEPHONE  
COMPANY

By: Heather Kirkland  
Name: Heather Kirkland  
Title: Treasurer