



Mr. Edward Delgado, Chairman
The Oneida Business Committee
PO Box 365
Oneida, WI 54155

December 27, 2013

Subject: The Oneida Business Committee's Appointment of Sagestone Management, LLC
as the Managing Agent of the Oneida Seven Generation Corporation.

Dear Chairman Delgado,

I am pleased to submit this engagement letter which sets forth the proposed terms of Sagestone Management, LLC's provision of the advisory and management services described below by its chairman and CEO Gene A. Keluche as the Managing Agent ("Agent") of the Wholly owned Oneida Seven Generation Corporation ("OSGC" or the "Company") in accordance with the Oneida Business Council's ("BC") Resolution #12-24-13-A, dated December 24, 2013, (the "Resolution"). The following is a description of my understanding of the services to be provided by Mr. Keluche and Sagestone (collectively "Sagestone") under the terms of this agreement.

Advisory and Management Services

It is Sagestone's understanding that the BC has, as sole owner of OSGC modified the Company's charter to appoint a Managing Agent (the "Agent"), which is authorized to manage the business affairs of the OSGC, which the BC has redefined as solely related to commercial leasing, and to carry-out the restructuring of the Company, or the dissolution of the Company which the BC has been advised may take up to or exceed 10-12 months. To accomplish in an orderly business like manor to minimize the financial consequence.

To this end the BC is retaining Sagestone's advisory and management services for the purposes of providing advice and guidance to the Company, and specifically Sagestone is to:

1. Stabilize corporate relationships between tenants, banking, vendors, and business partnerships;
2. Review the corporate structure in light of OSGC's revised corporate leasing goals;
3. Make weekly progress reports to Chief Council and CFO of the Tribe;
4. Prepare a report of recommendations to the BC regarding how to restructure the Corporation to better achieve its revised goals

In addition, the Agent is to submit a confidential weekly report to the Secretary of the BC for dissemination to BC members, which shall remain Confidential and not subject to public release.

However, the Resolution also contemplates the Agent's preparing a weekly report for public posting and release. We respectfully recommend that a representative of the BC and perhaps the Tribe's Director of Public Relations are better suited to preparing this public report in order to avoid inadvertently creating misperceptions or disclosure of sensitive information. However, Sagestone would be pleased to review the public releases for accuracy.

Initial Term and Preliminary Work Schedule

Based on brief telephone discussions with the Chief Council and members of the BC, it is anticipated that the most intense work schedule including on-site visits, data collection, and interviews will be required during the initial several weeks followed by a period of analysis and negotiations, report writing, and presentations. This work will be performed primarily by Mr. Keluche and Sagestone's Senior Financial Advisor, Mr. Steven A. Collins under Mr. Keluche's direction with analytical support provided by Sagestone's Senior Analyst, Mr. Cameron F. Keluche (see Gene Keluche, Steven Collins and Cameron Keluche's resumes attached) and secretarial support.

Sagestone will provide these services during the "Initial Term" of 6 to 7 work weeks, not to exceed a total of 45 days; the equivalent of a five day work week will include travel time. However, it is understood that travel, report preparation, meetings and presentations may occur over weekends and holidays.

Following such Initial Term, Sagestone will be available via telephone, scheduled conference calls, e-mail to assist the personnel of the Company in carrying out the activities of the business until such time as the Oneida Business Committee makes a final determination regarding the structure and/or disposition of the Company.

The Tribe guarantees that Sagestone shall be paid in a timely fashion.

Initial Compensation

Based upon the rather short initial forty five (45) day initial period (the "Initial Term"), Sagestone estimates that it will need to commit the equivalent of a full time (5 day work week) team to this assignment. The following is Sagestone's estimated consulting weekly fees and expenses, which are quoted on a weekly basis as requested by the BC, to fund the required level of effort.

It is understood that Sagestone will submit weekly expense reports detailing actual expenses to be paid by the Company within 10 days of submission of each expense report.

For the initial six (6) to seven (7) week period of the Agent's provision of services under this agreement, Sagestone will be reimbursed at the weekly rate for fees and expenses presented below.

Weekly Advisory and Management Fees

Managing Agent (G. A. Keluche)	\$5,000
Senior Financial Advisor (S. A. Collins)	\$5,000
<hr/> Total Fees per Work Week	<hr/> \$10,000

Estimated Weekly Reimbursable Expenses

Administrative Support	\$500
Travel and Lodging	\$1,400
Tele. Com., Reproduction & Supplies	\$100
<u>Total Estimated Weekly Expenses</u>	<u>\$2,000</u>
<u>Total Weekly Fees and Estimated Expenses</u>	<u>\$12,000</u>

Compensation Following the Initial Term

It is anticipated that the provision of the Sagestone's and Mr. Keluche's services as Managing Agent of the OSGC may be required beyond the initial 6 to 7 week period (not to exceed 45 days), depending upon the BC's approved plan of action following Sagestone's submission of its Report with recommendations to the BC concerning the restructuring and/or dissolution of the Company.

If the BC should decide to restructure and continue the Company's operation limited to leasing activities, this extended period could reasonably be for approximately 10 to 12 months. However, if the BC should determine it is in the Tribe's best interest to dissolve the Company, an orderly winding down of the Company's operations, disposal of its assets, and settlement of its obligations could reasonably be accomplished within 4 to 6 months.

Based on the above considerations, the Parties agree to review the level of work and term required to implement the BC's approved plan of action and to adjust Sagestone's compensation accordingly.

Assuming that the Company's organization and on-going business can be stabilized for sustainable, profitable, operation; and there is no foreseen adverse business or economic conditions, the restructured organization should require a significantly lower level of Sagestone's work effort within 3-6 months of the BC's decision to continue the Company's operation.

Similarly, if the existing organization is capable of managing the orderly wind-down of operations, the disposition of assets, and satisfaction or settlement of outstanding obligations, the level of effort required of Sagestone should also lessen during a 3-6 month period and terminate with 6-8 months, barring any unforeseen adverse conditions.

Because of the above uncertainties it is not possible to quote a firm weekly Fee and estimated expenses until it is known which plan of action the BC may adopt. However, it's reasonable to expect a 30% to 50% lower level of work effort and hence a commensurate adjustment to Sagestone's weekly fees and expenses, within 3-6 months of the BC's election of either plan of action.

Other Terms and Conditions and Expenses

During the Term of this Agreement, Gene A. Keluche may, as managing agent, correspond on behalf of OSGC consistent with this provision of Services hereunder. Sagestone shall maintain a record of all

correspondence on behalf of OSGC, which it shall make it available for review upon request by an authorized representative of the BC.

Indemnification and Contribution

Oneida Tribes of Indians of Wisconsin ("Oneida") acting through its BC shall (i) defend, indemnify and hold Sagestone and its officers, consultants, agents and employees harmless from and against liabilities relating to or arising out of activities performed or services furnished pursuant to the Agreement, any Financing or other transaction of Sagestone or OSGC's in connection with Sagestone's role thereunder, and (ii) to reimburse each Sagestone Indemnified Person for all Expenses related to or arising out of such activities, services Financing transaction or role, whether or not in connection with pending or threatened litigation to which any Sagestone Indemnified Person is a party, in each case as such Expenses are incurred or paid, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are not caused by or result from the negligent or intentional acts or omissions of Sagestone and its affiliates, and the respective officers, agents and employees. Said indemnification shall include any special, indirect or consequential damages.

Role of Sagestone, Information, Reliance, Confidentially

BC understand that Sagestone is acting solely as an advisor on a best efforts basis as an independent contractor and Agent of the Company, and that no officer, member, employee or consultant of Sagestone is an employee of the Company. The BC further understands and agrees that Sagestone is not undertaking to provide any legal, accounting, or tax advice in connection with its engagement under the Agreement and that Sagestone's role in any due diligence will be limited solely to performing such review and analysis as it shall deem necessary to provide said Services.

The BC agrees to provide, or cause the Company to provide, to Sagestone all information requested by Sagestone for the purpose of this engagement and to provide access to employees, members and prior directors of the Company. Sagestone shall satisfy itself of the accuracy and completeness of information publically available. However, Sagestone has no obligation to conduct any appraisal of assets or liabilities or to evaluate the solvency of the Company its affiliates or subsidiaries of the Company or BC or any other party to financial transactions under any state or deferral laws relating to bankruptcy, insolvency or similar matters.

Legal Counsel

It is Sagestone's understanding that the BC intends to retain an independent legal counsel work to with Sagestone on this assignment and to provide legal advice to the BC concerning the planned reorganization, renegotiation of financial obligations and possible liquidation of all or a part of the Company's operations. In this regard, Sagestone May also recommend special valuation, accounting and legal counsel to conduct special studies at the BC's request.

Press Releases

BC agrees that if any press release it may issue announcing the Company's development or operating plans, or financing transactions may, at Sagestone's election, contain a reference to Sagestone's role as advisor to the BC in connection with such activities, and Sagestone shall have the right to review and pre-approve any reference to it or its role as advisor under the Agreement in any public statement made by the BC, such approval not to be unreasonably withheld.

Sagestone's advice is intended solely for the benefit and use of the BC and the OSGC, in connection with Sagestone's provision of said Services and may not be used or relied upon for any other purpose. BC will treat Sagestone's advice as Confidential and will not disclose it to any third party without Sagestone's prior written approval; provided, however, that BC may share this information with potential qualified financing sources, its accountants, attorneys and other advisors or others who are under a similar duty of confidentiality.

Confidentiality

Sagestone will treat information provided by the BC and the OSGC as Confidential and will not disclose it to any third party in any manner without BC's prior written approval; provided, however, that BC may share this information with potential financing courses and with its accountants, attorneys and other advisor who are under a similar duty of confidentiality.

Termination

This agreement shall terminate upon termination of the appointment as Agent to the Company by the Oneida Business Committee. Provided, however, that it is agreed that the BC will provide 15 days prior written notice of the effective date of said termination, at which time Sagestone will be paid in full for all fees due it as of said effective date. Upon termination Sagestone shall submit a final invoice within 10 days of termination regarding the final expenses of the Agent and expenses related to transferring documents related to the Company to the Company.

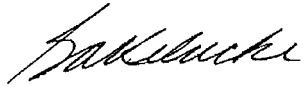
Miscellaneous

The agreement may not be assigned by BC or Sagestone without prior written consent of the other party. The agreement constitutes the entire understanding of the parties with respect to the Subject matter and may not be amended except in writing signed by both parties, has been duly authorized and executed by each of the parties hereto and constitutes the legal, valid and binding obligation of each such party (the "Agreement"). The Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to principles of conflicts of law.

This Agreement will be effective as of December 30, 2013 (the "Effective Date") and will expire at the end of said Initial Term, unless earlier terminated as provided herein, or extended by mutual consent of the parties.

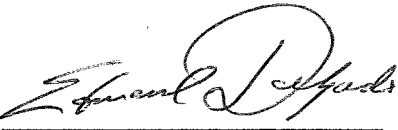
If this letter confirms your understanding of the terms of Sagestone's engagement, please sign and return and executed copy of this Agreement at your earliest convenience. I look forward to the opportunity of working with you, the BC and the Company.

Respectfully Submitted,



Gene A. Keluche
Chairman & CEO

Accepted and Agreed:
The Oneida Business Council

By: 

Mr. Edward Delgado, Chairman

Attachments: Resumes

**Gene A. Keluche, Chairman and CEO
Sagestone Management, LLC**

Mr. Keluche is a Native American (Wintun Tribe, Northern California) with over 35 years' experience in the development and management of technology based enterprises in education, computer software, genetic engineering, satellite imagery and renewable energy, as well as gaming, lodging and tourism enterprises. Mr. Keluche formed Sagestone Management, LLC ("Sagestone") to continue his provision of assessment, financial advisory, planning, development, and management services to assist Indian Tribes to realize the benefits of their community and Economic Development initiatives.

Since the early 1970's Mr. Keluche has provided consulting, management and financial services to numerous tribal economic and community development initiatives, including assistance with the financing and development of two Indian owned casinos and the conduct of several natural resource and renewable energy studies in Indian Country. When the first high-resolution satellite images became commercially available, Mr. Keluche's company, Native Communities Development Corporation (NCDC) was a pioneer in their use of this remote sensing technology to conduct natural resource assessment studies for Indian Tribes, including the development of Wildfire Risk Models and the assessment of the Navajo Nation's lender resources to utilize their Forestry Management Operations.

Most recently, Mr. Keluche was actively involved as a member of a three person Board of Directors of the Oneida Tribe of Indians of Wisconsin's Economic Development Authority, which was charged with the development of a major Casino Resort (several thousand gaming devices and over 1,000 rooms) in New York State. This on-going development effort conducted over six years as part of the Oneida Tribe's 100-year-old land claims settlement with the State of N.Y. During this period he has participated in the direction of virtually all of the Oneida Project's feasibility, planning and pre-development activities including economic modeling and Economic Impact studies.

He was previously a Director of the Salt River Pima Indian Tribe's Gaming Authority during its development of Casino Arizona's permanent gaming facilities, near Scottsdale, AZ., Mr. Keluche participated in the selection and hiring of the Casino's CEO, and the review and approval of its feasibility, design and development. During its initial years of operation, Casino Arizona was the first Indian casino to implement a cashless pay-out system and was one of the nation's most profitable Indian owned casinos. Following this assignment, Mr. Keluche provided financial services and conducted pre-development activities for two new California Gaming Tribe's casinos.

He is also Chairman of Native Peoples Magazine's Publisher. Native Peoples Magazine was originally the house organ of the Herd museum, a membership publication for the National Museum of the American Indian in Washington D.C., and is now an independent publication dedicated to preserving the Culture, Art, and Life Ways of Native Americans

Prior to forming NCDC, Mr. Keluche was the Founder, Chairman and CEO of the International Conference Resorts, Inc. (1973-2001) which was, prior to the sale of its operations in 2001, the meeting industry's quality and performance leader with annual revenues in excess of \$100 Million. He directed the design, development and operation of fourteen award winning executive conference centers and conference resorts in New York, New Jersey, Connecticut, Illinois, North Carolina, South Carolina, Texas, California, Colorado, Alabama, Arizona and Virginia.

Mr. Keluche was also a pioneer in the development of computerized sales management, scheduling and yield management systems in the lodging industry and was a founder and Vice Chairman of Agrigenetics Incorporated one of the nation's first agricultural genetic research firms with revenues in excess of \$100 Million, which was acquired by the Lubrizol Corporation.

After graduating from the Harvard Business School, Mr. Keluche joined Basic Systems, Inc., as Executive Vice President and COO. This firm specialized in applying the principles of behavioral science to the development of self-instructional educational materials and training systems. Under Mr. Keluche's direction, Basic Systems developed the most widely used sales training program in the U.S., "*Professional Selling Skills*", which has been used to train over 50 million sales personnel in the "Needs-Benefits" approach to consultative selling. Following the firm's acquisition by Xerox Corporation, he served as manager of the Xerox Education Division's industrial and government operations.

From 2006 through the collapse of Lehman Bros. and the Capital Markets in 2008, Mr. Keluche was actively developing a 500 room conference resort in a 1,800 acre master planned community within 6 miles of the Denver International Airport. After a two-year pre-development effort and expenditures of approximately \$2.0 million, this project was put on hold in 2008. He has redesigned and is actively pursuing this \$195 million development, of a 425 room full service Conference Resort.

He is a Director of the University Corporation for Atmospheric Research Foundation, whose mission is to commercialize technology developed at the National Center for Atmospheric Research ("NCAR"). NCAR is a 50-year-old, 2,000 employee, federal laboratory funded primarily by the National Science Foundation, in Boulder, Colorado. NCAR is one of the world's foremost atmospheric research laboratories, with highly advanced supercomputing, numeric modeling, archival and graphic display capability. NCAR has recently developed state-of-the-art now-cast and weather technologies which are being applied to early warning catastrophic weather prediction and improved wind and solar energy assessments, which are weather fostered by the UCAR's commercialization and technology transfer initiatives. Mr. Keluche earned an MBA from the Harvard Business School and a B.S. in Applied Engineering Science from California State University, Chico. He previously served as a Director of the U.S. Olympic Committee and Co-Chairman, with the Secretary of the Smithsonian, of the International Founders Council of the National Museum of the American Indian.

Mr. Keluche served as a Commissioned Officer in the U.S. Navy with primary duties as a Naval Aviator, and is a member of numerous professional and service organizations.

Steven A. Collins, Senior Financial Advisor
Sagestone Management, LLC

Mr. Collins is the founder of Trefethen Capital Markets LLC, a privately owned investment banking firm that specializes in merger and acquisition and financial restructuring advisory services and the provision of debt and equity financing. Since 1983, Mr. Collins has led the firm in the placement of over \$3.5 billion in debt and equity and the provision of advisory services for over 200 businesses and real estate projects throughout the United States.

Mr. Collins and Trefethen Capital Markets specialize in providing middle market firms with a variety of corporate and project financing expertise. As a result of its innovative and flexible financing structures, Trefethen has assisted its client companies in the private placement of debt, equity, mezzanine financing and in corporate restructuring.

Trefethen has provided financial advisory services to enable its clients to access the public debt, equity, and taxable and tax-exempt bond markets. Trefethen Capital Markets has facilitated placements ranging from \$2.5 million to more than \$485.0 million in 2001; Trefethen Capital received the Deal of the Year Award at the 16th Annual UCLA Hospitality Conference for Mr. Collins advisory work in the \$160 million acquisition of Chalet Susse International Inc. by Olympus Real Estate Corporation.

Mr. Collins has made presentations throughout the country on Corporate Financial and Restructuring Strategies, Innovative Approaches to Commercial Banking, Improving Management Productivity and Asset/Liability Funds Management. Formerly Executive Vice President of Commercial Banking at First NH Banks, he served on the Board of Directors of First Federal Bank and its acquirer New Hampshire Savings Bank from 1984 until the bank was acquired by Citizens Bank in 1990 Mr. Collins has been involved in corporate banking and investment banking for more than thirty years.

Mr. Collins is a Graduate of Brigham Young University, The National Graduate School of Commercial Lending at The University of Oklahoma, and Stonier Graduate School of Banking at Rutgers University and is a member of numerous professional a service organizations.

**Cameron F. Keluche, Vice President
Sagestone Management, LLC**

Cameron Keluche is a Native American (Wintun Tribe, Northern California) with extensive experience in the development of new technology and community based enterprises primarily related to economic and community development initiatives in Indian Country.

Cameron previously provided analytical, business planning and economic modeling services to the Oneida Economic Development Authority (OEDA), during the feasibility, planning, design and pre-development activities of the Oneida Homeland Casino Resort planned for development by the Tribe in the Catskills in upstate New York. Following this assignment, he provided economic modeling and Business Plan development services to Radiometrics Corporation, which contemplated the restructuring of the company to emphasize the sale of weather related data deriving from its network of radiometers to improve the accuracy of precision point weather forecasts and catastrophic weather events.

Cameron was previously a Senior Image Analyst at Native Communities Development Corporation, an Indian owned enterprise founded by Mr. Gene Keluche. This satellite imaging company specialized in using Digital Globe's high resolution satellite imagery for the assessment and management of natural resources primarily in Indian Country. These assessments included timber survey's for the Navajo Nation, range land assessment for the Blackfoot Indian Tribe of Montana, and the development of wild fire risk assessment models and to conduct E-911 emergency Response studies.

He also served as Director of Market Research at Zentana Conference Resort s, LLC, ("Zentana"), which was developing a 500 room Conference Resort near the Denver International Airport, Colorado. In this capacity he assisted numerous large scale resort development projects, including the conduct of feasibility studies and the development of economic models.

He is a Director of the Native American Sports Council, Inc. ("NASC"), a non-profit Multi-Sport Community Based Member of the U.S. Olympic Committee. He has assisted in the conduct of numerous multi-Sport programs in Indian Country, including the North American Indigenous Games held in Denver, CO in 2006, which was sponsored by the NASC. Over 6,000 Native American and Canadian First Nations athletes, ages 16 to 21, participated in 16 sports over an eight day period. These games were attended by more than 30,000 family and tribal members, coaches, officials and supporters and were the largest and most successful games held over the previous 20 years. These games were originated in Canada and are scheduled to alternate each 3 years between Canada the U.S.

Cameron completed course work in business management at Wake Forest University and transferred during his sophomore year to the University of Denver School of Business to specialize in hospitality management. Because of the economic downturn's impact on the hospitality industry in 2006-08, he changed his major and graduated from the University of Denver with a B.A. Degree in Cognitive Neuroscience and continues his activities in the development and management of new technology and community based enterprises.

BC Executive Session Material

To: JoAnne House, PhD, Chief Legal Counsel

Date: February 11, 2014

From: Gene A. Keluche, Sagestone Management, LLC

Subject: Addendum to Sagestone Management, LLC Engagement Agreement dated 12/27/2013 with the Oneida Business Committee (OBC) concerning Oneida Seven Generations Corporation ("OSGC").

Whereas, Sagestone Management, LLC ("Sagestone") has been retained by the OBC to provide advisory and management services as the Managing Agent to the OBC in accordance with its Resolution #12-24-13, more specifically described below:

1. Stabilize corporate relationships between tenants, banking, vendors and business partnerships;
2. Review the corporate structure in light of OSGC's revised corporate leasing goals;
3. Make weekly progress reports to Chief Council and CFO of the Tribe
4. Prepare a report of recommendations to the BC regarding how to restructure the Corporation to better achieve its revised goals.

Whereas; Sagestone has completed items 1, 2 & 3 above, and has prepared a recommendation regarding how to restructure OSGC to better achieve its revised goals; and

Whereas; Sagestone has developed its recommendations on how to best restructure and finance the resulting real estate company, more particularly described by the attached Term Sheet and Financial Summary. Now, Sagestone recommends that:

1. The OBC approves the restructuring and financing of the real estate assets of OSGC as substantially described by the Term Sheet and Summary Financial Information attached;
2. Sagestone continues to provide advisory and management services to OBC and act as the Managing Agent of OSGC to complete said recommended restructuring and financing plans, which is estimated by all parties and legal counsel at Whyte Hirschboeck Dudek SC to require a minimum of one-hundred twenty (120) days to complete; assuming that there are no unforeseen delays caused by BIA Land Lease transfer approvals;
3. Sagestone shall continue to diligently pursue the sale and disposition of the Oneida Energy, LLC and Green Bay Renewable Energy, LLC assets and investment tax credits for Oneida to attain the optimum liquidation value of said assets.

The above recommendations assume that all other terms and conditions of Sagestone's Agreement dated December 27, 2013, including Sagestone's compensation remains the same and is extended for an additional 120 days from February 14, 2014.

Respectfully Submitted

(signed)

Gene A. Keluche, Chairman
Sagestone Management, LLC