

**EXHIBIT E
UNLIMITED GUARANTY**

LENDER: Wisconsin Economic Development Corporation
201 West Washington Avenue
P.O. Box 1687
Madison, Wisconsin 53703

BORROWER: Oneida Energy Inc.
1239 Flightway Drive
DePere, WI 54115

CONTRACT NO: SEP FY10-20265

GUARANTOR: Oneida Seven Generations Corporation
1239 Flightway Drive
DePere, WI 54115

1. **CAPITALIZED TERMS.** Capitalized terms used in this Guaranty shall have the meanings ascribed to them in the Agreement.
2. **UNLIMITED, IRREVOCABLE GUARANTY.** To induce the WEDC to enter into the Agreement with the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby unconditionally and, except as otherwise provided herein, irrevocably guarantees to the WEDC the prompt payment of the total amount of unpaid principal, accrued interest, court costs, attorney's fees and other amounts owed by the Borrower under the Agreement and the Promissory Note.
3. **ABSOLUTE, CONTINUING GUARANTY.** This Guaranty is absolute, continuing and independent and, shall not be affected, diminished or released for any reason whatsoever including but not limited to, the following:
 - a) Any invalidity of the Agreement, the Promissory Note, this Guaranty, or any portion thereof;
 - b) Any failure by the WEDC to pursue collection or enforcement of the Agreement or the Promissory Note against the Borrower;
 - c) Any renewal, extension, acceleration or change in the terms for payment of amounts owed under the Agreement and Promissory Note;
 - d) Any modification, amendment, waiver or other change of the terms of the Agreement and Promissory Note;
 - e) Any failure by the WEDC to perfect and maintain a valid and duly perfected security interest in, or to preserve its rights, title and interest in, the Collateral;
 - f) Any release or discharge, by operation of law or otherwise, of the WEDC's rights, title and security interest in the Collateral;

- g) Any judicial, administrative or governmental action or proceeding affecting the Borrower, the Collateral, the Agreement, the Promissory Note, or this Guaranty including, without limitation, the release or discharge of the Borrower's obligations and liabilities under the Agreement or the rejection or disaffirmance of the Agreement or any of the terms thereof;
- h) Any disability, defense or cessation of the liability of the Borrower;
- i) Any assignment or transfer of the WEDC's rights under the Agreement or the Promissory Note;
- j) Any disallowance of the WEDC's rights and claims against the Borrower under the United States Bankruptcy Code, as amended, or any other federal, state or local law, rule, regulation or ordinance; or
- k) Any other circumstance which might otherwise constitute a defense or a discharge of the Borrower or Guarantor.

4. **WAIVERS.** As a further inducement to the WEDC and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor irrevocably:

- a) Waives, disclaims and relinquishes any and all claims, whether based in equity or law, whether by contract, statute or otherwise, that the Guarantor now or hereafter may have against the Borrower including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim or remedy of the WEDC against the Borrower or any collateral security that the WEDC now has or hereafter may acquire until the obligations of the Borrower have been paid in full; provided, however, that nothing herein shall be construed to waive, disclaim or relinquish any claims that the Guarantor now or hereafter may have against the Borrower for salary, bonuses and deferred compensation payable to the Guarantor in the capacity as an employee of the Borrower;
- b) Waives diligence, presentment, demand for payment, protest, and notice of any default or nonperformance by the Borrower;
- c) Waives any right the Guarantor otherwise might have to require the WEDC to proceed against and exhaust its remedies against the Borrower or any collateral or security for the payments and obligations guaranteed hereunder, or to pursue any other remedy that may be available to the WEDC;
- d) Waives any defenses arising from or relating to:
 - (i) Any disability or other affirmative defense of the Borrower or Guarantor;
 - (ii) Any lack of authority of the Borrower or Guarantor to enter into the Agreement, the Promissory Note, and this Guaranty; or
 - (iii) Any invalidity or illegality of the Agreement, the Promissory Note, or Guaranty;
- e) Waives any and all other affirmative defenses, offsets and counterclaims that the Borrower, or Guarantor now or hereafter may have against the WEDC; and
- f) Waives any failure by the WEDC to acquire title to, or perfect a valid, enforceable security interest in the Collateral.

5. **SUBORDINATION.** The Guarantor hereby subordinates any claims, demands and causes of action that the Guarantor now or hereafter may have against the Borrower to any claims, demands and causes of action that the WEDC now or hereafter may have against the Borrower for the payment of sums owed to the WEDC under the Agreement. Further, the Guarantor hereby agrees to assign to the WEDC, upon demand, any and all sums that now or hereafter may be owed to the Guarantor by the Borrower, and agrees to execute any further instruments that may be necessary to evidence such assignment.
6. **CONTINUING GUARANTY.** This is a continuing Guaranty and shall not be revoked or terminated by the Guarantor so long as any amount owed to the WEDC under the Agreement and Promissory Note remain unpaid. The Guarantor hereby acknowledges and agrees that this continuing Guaranty applies to and covers any and all future alterations, charges and modifications to the Agreement and Promissory Note that now or hereafter may be agreed to by the WEDC and the Borrower, regardless of whether such alterations, changes and modifications are agreed to by the Guarantor. This Guaranty shall be reinstated if and to the extent that, for any reason, any payment of amounts owed to the WEDC under the Agreement and Promissory Note is rescinded or must be otherwise restored, whether as a result of any proceedings in bankruptcy, a reorganization or otherwise.
7. **AUTHORITY TO CHANGE AND MODIFY AGREEMENT.** The Guarantor hereby authorizes the WEDC, without notice or demand to the Guarantors and without affecting the Guarantor's liability hereunder:
- a) To change the amount, timing or manner of payments under the Agreement and Promissory Note;
 - b) To change any of the terms and conditions of the Agreement and Promissory Note;
 - c) To assign to another party the Agreement, the Promissory Note, the amounts payable thereunder, or the WEDC's security interest in the collateral; and
 - d) To receive and hold additional collateral or security for the Agreement, the Promissory Note, or this Guaranty, and to apply such collateral or security and to direct the order or manner of sale thereof.
8. **WARRANTIES AND REPRESENTATIONS BY GUARANTORS.** To induce the WEDC to accept this Guaranty and enter into this Agreement with the Borrower, the Guarantor hereby warrants and represents that:
- a) The Guarantor has read, fully understands, and agrees to all of the terms and conditions set forth in this Guaranty;
 - b) This Guaranty is valid and enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization or other similar laws affecting generally the enforceability of the rights of creditors;
 - c) The Guarantor is financially solvent and able to comply with all the terms and conditions set forth in the Agreement and this Guaranty;
 - d) The Guarantor has fully investigated the Borrower's creditworthiness, and has determined that the Borrower is financially able to comply with all of the terms and conditions of the Agreement and Promissory Note;
 - e) In making those determinations, the Guarantor has not relied upon any information furnished by the WEDC;

- f) The financial statements and other information provided by the Guarantor and the Borrower to the WEDC are complete and accurate, and may be relied upon by the WEDC in deciding whether to accept this Guaranty and to enter into the Agreement with the Borrower;
- g) The warranties and representations set forth herein are complete and accurate as of the date of this Guaranty, and shall survive the execution of this Guaranty.
9. **COSTS, EXPENSES AND INTEREST.** The Guarantor agrees to pay all reasonable collection costs and expenses, including, without limitation, court costs, legal fees and expenses, that hereafter may be incurred by the WEDC in connection with its enforcement and collection of amounts owed under the Agreement, the Promissory Note, and this Guaranty.
10. **FINANCIAL REPORTS.** For so long as the Guarantor shall have any obligations or liability under the Agreement, the Promissory Note and this Guaranty, the Guarantor hereby agrees to deliver to the WEDC:
- a) Upon request the Guarantor shall provide personal financial statements, prepared in accordance with Generally Accepted Accounting Principles;
- b) Such other financial information concerning the Agreement, the Promissory Note, the Borrower, the Project and the Collateral as the WEDC may reasonably request.
11. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties concerning the Guarantor's personal Guaranty of the Borrower's payments and obligations under the Agreement and the Promissory Note. This Guaranty may not be amended, modified or altered except in writing signed by the Guarantor and the WEDC.
12. **CHOICE OF LAW. THIS GUARANTY IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Guaranty shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions of this Guaranty.
13. **VENUE; JURISDICTION.** Any judicial action relating to the construction, interpretation, or enforcement of this Guaranty, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE GUARANTOR HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS AND WAIVES ANY DEFENSES THAT THE GUARANTOR OTHERWISE MIGHT HAVE RELATING THERETO.**
14. **WAIVER OF RIGHT TO JURY TRIAL. THE GUARANTOR HEREBY WAIVES THE GUARANTOR'S RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN THE WEDC AND THE GUARANTOR CONCERNING THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS GUARANTY, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE GUARANTOR HEREUNDER.**
15. **CAPTIONS.** The captions in this Guaranty are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

IN WITNESS WHEREOF the undersigned Guarantor has executed this Guaranty.

By:


William Cornelius, Chairman

Date

11/16/2011