

**EXHIBIT A**  
**PROJECT DESCRIPTION/DELIVERABLES**  
**ONEIDA ENERGY INC.**  
**CONTRACT: # SEP FY10-20265**

**1. PROJECT SUMMARY:**

The Onelda Seven Generations Corporation is seeking financial assistance on behalf of Onelda Energy Inc. from the State Energy Program (SEP). The funds will be used by the company for working capital. The total project cost is \$17,600,000 with matching funds being used for equipment and working capital. Onelda Energy Inc. has committed to create up to 22 new full-time positions in Green Bay, Wisconsin.

**2. ELIGIBLE PROJECT COSTS:**

Uses Summary Amounts in \$000	Source	Source	Source	Source	Source	Source	
	BIA Feasibility Grants	SEP Loan - WEDC	LEG-G - Commerce Grant	Equity <sup>1</sup>	1603 Grant Equity	M & I Loan BIA Guarantee <sup>2</sup>	<b>Total</b>
Equipment		\$1,300	\$1,000		\$500	\$15,500	\$18,300
Building			700	\$235	\$2,700	\$1,765	\$5,400
Working Capital	\$586	\$700	\$300	\$5,000	2000	2335	\$10,921
<b>Total</b>	<b>\$586</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$5,235</b>	<b>\$5,200</b>	<b>\$19,600</b>	<b>\$34,621</b>

<sup>1</sup>Includes intangible assets

<sup>2</sup>M&I will have \$26 million construction loan prior to permanent financing

BIA Grants and Commerce Grant Amounts include prior year funding sources and prior year uses.

**3. DELIVERABLES:**

The Borrower will be required to:

- a) Create up to Twenty-two (22) New Full-Time positions with an average wage of \$25.00 per hour in Green Bay, Wisconsin by December 31, 2014 and, thereafter, maintain each of these New Full-Time positions until December 31, 2016.
- b) For the term of this loan, the majority of jobs created as a result of the Project shall be located in Wisconsin and to the extent practicable, employ Wisconsin residents.

#### **4. PENALTIES:**

- a) Reporting. Should the Borrower fail to fulfill the reporting requirements within 5 days of the date due, as detailed under section 4 outlined in Exhibit B, the action may be considered an Event of Default. Incomplete reports and/or required attachments will be treated as a failure to fulfill reporting obligations. Penalties due may be referred to collection options available to the WEDC.
  
- b) Job Penalty (Interest Escalation). If the WEDC determine that the Borrower has failed to create and maintain 22 Full-Time Positions in accordance with Section 3 of Exhibit A of the Agreement, then for each Full-Time position less than 22 that the Borrower fails to create or maintain, whichever the case may be, the annual interest rate charged on the WEDC's loan hereunder shall be increased retroactive to the date of disbursement, 18.2 basis points within thirty (30) days of the WEDC's determination of nonperformance. For the purposes of this Agreement the term "basis point" shall mean one-hundredth of one percent. The maximum penalty under this section shall be four (4) percent.

#### **5. COLLATERAL:**

First position on a Cummins model C1750N6C engine generator with 4,160 VAC 3 phase, 4 wire, 60 hertz output for operation on low BTU gaseous fuel. Production Number A030V695.