

**OPERATING AGREEMENT
OF
ONEIDA TOTAL INTEGRATED ENTERPRISES, LLC**

This Limited Liability Company Operating Agreement ("Agreement") is adopted and entered into by the Oneida Tribe of Indians of Wisconsin ("Oneida" or "Member") and Oneida Total Integrated Enterprises, LLC ("Company"), pursuant to the Nevada Limited Liability Company Act, NRS §86.010 et seq. (the "Act").

The parties agree as follows:

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Company has been organized as a Nevada Limited Liability Company by filing Articles of Organization ("Articles") with the Secretary of State of the State of Nevada (the "Secretary of State"). The Secretary of State has issued a Certificate of Existence ("Certificate") to the Company, pursuant to the Act.

1.2 Agreement; Effective Date. The rights, liabilities and obligations of the Member, shall be governed by this Agreement, unless this Agreement is silent on a matter provided for in the Act, in which case the Act shall govern. If any provision of this Agreement is prohibited by or is ineffective under the Act, then such provision shall be deemed modified only to the smallest degree possible to make the Agreement effective under the Act. This Agreement is expressly not intended for the benefit of any creditor or any other person or entity. Except and only to the extent provided by applicable law, no creditor or third-party shall have any rights under this Agreement. As to the Company, the "Effective Date" of this Agreement shall be the date of the Certificate.

1.3 Name. The name of the Company is Oneida Total Integrated Enterprises, LLC and all Company business will be conducted in that name or such other names as the Member may approve.

1.4 Purpose. The purposes of the Company shall be to conduct any and all lawful affairs for which a limited liability company may be organized under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed.

1.5 Term. The Company shall commence as of the date of the Certificate and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with this Agreement.

1.6 Intention for Company; No Partnership. The Company shall not be a partnership or joint venture under any state or federal law, and no Member or Manager, if any, shall be deemed a partner or joint venturer of any other Member or Manager for any purposes other than under the Code, Regulations, Revenue Procedures and other applicable tax laws. This Agreement shall not be construed otherwise.

1.7 Registered Office and Registered Agent. The initial "Registered Office" and "Registered Agent" of the Company shall be as designated in the initial Articles. The Registered Office and/or Registered Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Registered Agent resigns, the Company shall promptly appoint a successor.

1.8 Principal Office. The "Principal Office" of the Company shall be at such place as the Member may determine from time to time.

1.9 Regulatory Licenses. Before the Company conducts business in any jurisdiction, the Company shall comply with all statutory and regulatory requirements for conducting business in that jurisdiction. The Company shall apply for and receive all required licenses and authorizations before conducting business in the jurisdiction.

1.10 Foreign Qualification. Before the Company conducts business in any jurisdiction other than Nevada, the Company shall comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. Each Member agrees to execute, acknowledge, swear to, and deliver all certificates and other instruments that may be reasonably necessary or appropriate to qualify, continue or terminate the Company as a foreign limited liability company in all jurisdictions in which the Company may conduct business.

1.11 Small Business Administration. The Company shall apply for 8(a) certification through the Small Business Administration ("SBA") and operate to maintain its 8(a) eligibility throughout its term in the 8(a) Program.

ARTICLE II MEMBERS, MEMBERSHIP INTERESTS

2.1 Members. The "Initial Member" of the Company is the Oneida Tribe of Indians of Wisconsin, as represented by the Oneida Business Committee. The Initial Member is admitted to the Company as a Member as of the date it makes its Capital Contribution to the Company. The name and address of the Initial Member, and the amount of its Capital Contribution, is set forth on Exhibit A to this Agreement. New Members may be admitted only in accordance with Section 2.6.

2.2 Membership Interest. "Membership Interest" means the Percentage Interest of a Member in the Company. No certificates evidencing Membership Interests shall be issued.

2.3 Percentage Interest. "Percentage Interest" means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

2.4 Representations and Warranties. The Member represents and warrants to the Company: (1) that the Member is a federally recognized Indian tribe organized pursuant to the

Indian Reorganization Act of 1934, 25 U.S.C. 461; (2) that the Member is acquiring its interest in the Company for the Member's own account and as an investment and without an intent to distribute the interest; and (3) that the Member understands that the Membership Interests have not been registered under the federal Securities Act of 1933 or any state securities laws, and may not be resold or transferred without appropriate registration or exemption therefrom.

2.5 Admission of New Members; Creation of Additional Membership Interests. Additional or new Membership Interests may be created and issued, and other persons or entities may be admitted to the Company as Members, upon the terms and conditions determined by the Member.

2.6 Liability to Third Parties. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Agreement shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

ARTICLE III MANAGEMENT

3.1. Management Vested with Members. The business and the affairs of the Company shall be managed by the Member through a Board of Managers, who shall act as the designated representatives of the Member and who shall manage the Company in accordance with the Act and this Agreement. Except as provided in Section 3.12, the Board of Managers shall be responsible for oversight of the business operations of the Company, with all such powers incidental thereto, including the authority to perform, on behalf of the Company, the rights and duties of the Member with respect to the day-to-day management of the Company. The Board of Managers shall discharge its duties in consultation with the Member and in accordance with any instructions it may receive from the Member from time to time. The Board of Managers shall discharge its duties in good faith and shall use all reasonable efforts to: (a) perform and enforce the agreements entered into by the Company, (b) to conduct the ordinary business and affairs of the Company in accordance with good industry practice and this Agreement; and (c) to implement all decisions of the Member.

3.2. Number. The number of Managers constituting the Board of Managers shall be three (3), unless and until otherwise determined by the Member.

3.3. Appointment of Managers. The Member shall appoint the Managers and each Manager shall serve until the end of the Manager's term or until the earlier death, resignation, removal or disqualification of such Manager. When the Board of Managers is first established, one manager shall serve a term of one year, one manager shall serve a term of two years and one manager shall serve a three-year term. Thereafter, the term of office for each Manager shall be three years.

3.4. Compensation of Managers. If the Managers are to be compensated, such compensation shall be fixed by the Member.

3.5. Resignation; Removal. Any Manager may resign at any time by oral statement made at a meeting of the Board of Managers or in writing delivered to the Secretary, such resignation to take effect immediately or at such other time as the manager may specify. Any Manager may be removed from office at any time, with or without cause, by the Member.

3.6. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as may be determined by the Board of Managers and upon such notice, if any, as shall be so provided.

3.7. Special Meetings. Special meetings of the Board of Managers may be held at any time when called by the President or any Member. Written notice of the time and place of each meeting shall be given to every Manager, either by personal delivery or by mail, email, or facsimile at least two (2) days before the meeting. The notice shall specify the purposes of the meeting.

3.8. Procedure. A quorum of the Board of Managers shall consist of a majority of the Managers then in office. Any action that may be authorized or taken at a meeting of the Board of Managers, may be authorized or taken without a meeting, by written consent signed by all of the Managers entitled to vote on the matter. A facsimile or similar transmission by a Manager shall be regarded as signed by the Manager for purposes of this Section. The consent shall be filed in the records of the Company. Managers may participate in any meeting through telephonic or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting. If there is any deadlock or unresolvable dispute among the Board of Managers, the issue or dispute shall be referred to the Member for a final decision.

3.9. Officers. The Board of Managers may elect a President, a Secretary, a Treasurer, and, in its discretion, may elect one or more other officers, as the Board of Managers may deem necessary. Any two or more of the offices may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged or verified by two or more officers or by the Member. The salaries or other compensation, if any, of such officers shall be fixed from time to time by the Board of Managers.

3.10. Term of Office; Vacancies. The officers of the Company shall hold office until the next annual meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a vote of the majority of the Managers then in office. The Board of Managers may fill any vacancy in any office by a vote of the majority of the Managers.

3.11. President. Subject to directions of the Board of Managers, and the restrictions contained in this Article III, the President shall be responsible for the day-to-day operations of the Company's business and have general executive supervision over the property, business and

affairs of the Company. Subject to this Article III, he may execute all authorized contracts, and other obligations in the name of the Company and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers.

3.12. Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

3.13. Required Approval of the Member. Notwithstanding anything to the contrary in this Agreement, the Board of Managers, the President, individual Members, Managers, and officers, should not undertake any of the following without the written consent of the Member:

3.13.1. Any amendment, modification, supplement, or repeal, in whole or in part, of the Company's Articles or this Agreement;

3.13.2. The admission of additional Members to the Company;

3.13.3. Discontinuance of the Company's business prior to the end of the term of the Company;

3.13.4. Sale of the Company's business or substantial portion thereof, or the sale, exchange or other disposition of all, or substantially all, of the Company's assets;

3.13.5. Value or revalue any Company assets, including goodwill;

3.13.6. Any merger, consolidation, reorganization, or recapitalization of the Company;

3.13.7. Any contract, grant or other transaction between the Company and one or more of its Managers or between the Company and a corporation, business association, partnership, trust, joint venture of any type or kind, in which one or more of the Company's Managers are directors or officers, or are otherwise interested.

3.14. No Liability. No Member, or its representatives or appointees, and no officer or Manager, shall be liable to the Company or any Member for: (a) any action taken or failure to act, with respect to the Company, unless such action taken or failure to act is a willful violation of this Agreement and/or is in bad faith, grossly negligent or willfully malfeasant, and then only to the extent of the person's bad faith, gross negligence or willful malfeasance; (b) any action or inaction arising from reliance upon the opinion or advice as to legal matters of legal counsel, or as to accounting matters of accountants, selected by any of them with reasonable care; or (c) the action or inaction of any agent, contractor or consultant selected by any of them with reasonable care.

3.15. Reimbursement. The Member, Managers and officers shall be entitled to reimbursement from the Company for all Company expenses reasonably incurred in the regular course of business and paid on the Company's behalf. The person shall provide reasonable

supporting verification to the Company for all expenditures for which reimbursement is requested.

3.16. Conflict of Interest. A contract, grant or other transaction between the Company and its Member one or more of its Managers, or between the Company and a corporation, business, association, partnership, trust, joint venture of any type or kind, in which the Member or one or more of its Managers are directors or officers, or are otherwise interested, is not void or voidable solely because of such common directorship, officership, or interest, or solely because such Members are present at the meeting of the Board of Managers which authorizes or approves the contract, grant, or transaction, or solely because their votes are counted for such purpose, if any of the following conditions are satisfied:

3.16.1. The contract, grant, or other transaction is fair and reasonable to the Company when it is authorized, approved, or ratified.

3.16.2. The material facts as to the Member's relationship or interest and as to the contract or transaction are disclosed or known to the Board of Managers and the Company; and the Company, through its Board, authorizes, approves or ratifies the contract or transaction by a vote sufficient without counting the vote of any common or interested Member.

3.16.3. The Member or officer has disclosed into the minutes of the meeting the conflict or potential conflict and removed itself from the meeting, discussion, and vote regarding any actions related to the contract, grant, or other transaction.

3.17. Quorum. Common or interested Managers may be counted in determining the presence of a quorum at a Board or committee meeting at which a contract or transaction above is authorized, approved, or ratified.

3.18. Burden of Establishing Validity. When the validity of a contract described in Section 3.15 is questioned, the burden of establishing its validity on the grounds prescribed in Section 3.15 is upon the Member, Manager, officer, corporation, association, partnership, trust or joint venture asserting its validity.

ARTICLE IV MEETINGS OF MEMBER

4.1 Meetings; Voting. An annual meeting of the Member, to discuss such matters as the Member may decide, shall be held at such time, date and place that the Member determines. Special meetings of the Member for any proper purpose or purposes may be called at any time by the Member.

4.2 Notice. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any such meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date.

All meetings of the Member shall be presided over by a Chairperson, designated by the Member. Attendance at a meeting by a Member shall constitute a waiver of notice of the meeting.

4.3 Action Without Meeting. Unless specifically prohibited by the Articles, any action required or permitted to be taken at a meeting may be taken without a meeting, without prior notice, and without a vote if a consent, in writing, setting forth the action taken, is signed by the Member.

ARTICLE V INDEMNIFICATION

5.1 Indemnification. To the fullest extent permitted by law, each Manager and Named Officer and their respective Affiliates, directors, officers, employees, members, managers, partners, shareholders, assigns, representatives and agents (individually, an "Indemnitee") shall be indemnified, held harmless and defended by the Company from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by such Indemnitee, as a party or otherwise, in connection with any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, arising out of or in connection with the business or the operation of the Company if

5.1.1 the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not contrary to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful

5.1.2 the Indemnitee's conduct did not constitute gross negligence, intentional misconduct, a material breach of the terms of this Agreement or a knowing violation of law and

5.1.3 the Indemnitee's conduct did not involve a transaction from which the Manager or Named Officer derived an improper personal benefit.

The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to the standards specified in Sections 5.1.1, 5.1.2, or, 5.1.3.

5.2 To the fullest extent permitted by law, expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Section 5.1 shall, from time to time, be advanced by the Company before the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount unless it is determined that such Indemnitee is entitled to be indemnified therefore pursuant to this Section 5.1.

5.3 The indemnification provided by this Section 5.1 shall be in addition to any other rights to which any Indemnitee may be entitled under any other agreement, pursuant to any vote

of the Managers, as a matter of law or otherwise, and shall inure to the benefit of the heirs, legal representatives, successors, assigns and administrators of the Indemnitees.

5.4 Any indemnification under this Section 5.1 shall be satisfied solely out of the assets of the Company and no Indemnitee shall have any recourse against any Member with respect to such indemnification.

5.5 An Indemnitee shall not be denied indemnification in whole or in part under this Section 5.1 merely because the Indemnitee had an interest in the transaction with respect to which the indemnification applies, if the transaction was not otherwise prohibited by the terms of this Agreement and the conduct of the Indemnitee satisfied the conditions set forth in Section 5.1.

5.6 The Company may, but shall have no obligation to, purchase and maintain insurance covering any potential liability of the Indemnitees for any actions or omissions for which indemnification is permitted hereunder, including such types of insurance (including extended coverage liability and casualty and workers' compensation) as would be customary for any Person engaged in a similar business, and may name the Indemnitees as additional insured parties thereunder.

5.7 Indemnification Procedures: Survival.

5.7.1 Promptly after receipt by an Indemnitee of notice of the commencement of any action that may result in a claim for indemnification pursuant to Section 5.1, the Indemnitee shall notify the Company in writing within 30 days thereafter; *provided, however*, that any omission so to notify the Company will not relieve it of any liability for indemnification hereunder as to the particular item for which indemnification may then be sought (except to the extent that the failure to give notice shall have been materially prejudicial to the Company) nor from any other liability that it may have to any Indemnitee.

5.7.2 An Indemnitee shall have the right to employ separate counsel in any action as to which indemnification may be sought under any provision of this Agreement and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense thereof and employ counsel within a reasonable period of time after being given the notice required above or (iii) the Indemnitee has been advised by its counsel that representation of such Indemnitee and other parties by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them. It is understood, however, that the Company shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnitees having actual or potential differing interests with the Company, unless but only to the extent the Indemnitees have actual or potential differing interests with each other.

5.7.3 The Company shall not be liable for any settlement of any such action effected without its written consent, but if settled with such written consent, or if there is a final judgment against the Indemnitee in any such action, the Company agrees to indemnify and hold harmless the Indemnitee to the extent provided above from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment.

5.7.4 Any amendment of this Article V shall not adversely affect any right or protection of an Indemnitee who was serving at the time of such amendment or repeal, and such rights and protections shall survive such amendment or repeal with respect to events that occurred before such amendment or repeal.

5.7.5 Any indemnification provided under this Article V shall be satisfied solely out of assets of the Company, as an expense of the Company. No Member shall be subject to personal liability by reason of these indemnification provisions.

ARTICLE VI BANK ACCOUNTS; BOOKS AND RECORDS

6.1 Bank Accounts. All funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, or other accounts in such banking or brokerage institutions, or invested in such mutual funds or money market instruments, as shall be designated by the Managers from time to time, and the Managers shall arrange for the appropriate conduct of such account or accounts.

6.2 Books and Records. The Company shall keep, or cause to be kept, accurate, full and complete books and accounts, showing assets, liabilities, income, operations, transactions, and the financial condition of the Company, copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the last seven (7) fiscal years. Any Member shall have access thereto at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense. The books, accounts, and records of the Company at all times shall be maintained at the Company's Principal Office or in such other location as is determined by the Member. All Company bank accounts shall be reconciled monthly and the Member of the Company shall receive monthly financial statements. All accounting shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) of the United States. In addition, the Company shall at all times comply with the record keeping requirements set forth in §86-241 of the Act with regard to records to be kept at the registered office of the Company in the State of Nevada:

6.3 Annual Budget. The proposed annual budget shall be submitted by the Board of Managers to the Member for its approval or disapproval not less than thirty days prior to the first day of the Company's fiscal year covered by such budget. If the Member does not disapprove the proposed annual budget within thirty days after it is submitted by the Board, the budget shall be deemed approved by the Member.

6.4 Audit. The Company's books and records shall be audited at least once a year, unless the Board of Managers decides otherwise. The Member has the right to request, at anytime, an audit of the Company's books and records. The Company shall pay for all audits,

accounting, legal and/or ordinary and necessary business expenses incurred in the operation of the business.

ARTICLE VII CAPITAL

7.1. Capital Contribution. The term "Capital Contribution" means the total amount of cash or the fair market value (net of liabilities assumed or taken subject to by the Company) of any other assets contributed to (or deemed contributed to the Company under Treasury Regulations §1.704-1(b)(2)(iv)(d) to the Company by a Member.

7.2. Initial Capital Contributions. Concurrently with the execution of this Agreement, the Member shall make a Capital Contribution to the Company in the type and amount set forth in the attached Exhibit "A" ("Initial Capital Contribution").

7.3. Additional Contributions. The term "Additional Capital Contribution" means any Capital Contribution made by the Member after the Initial Capital Contribution made pursuant to Section 7.2. The Member may make an "Additional Capital Contribution."

7.4. Capital Accounts. A Capital Account shall be established for each Member and maintained in accordance with the provisions of this Agreement and Treasury Regulation ("Treas. Reg.") § 1.704-1(b) or, if such regulations are amended, replaced, or superseded, in accordance with any applicable successor rules or regulations. Each Member's Capital Account shall be increased by: (i) the amount of money and the Asset Value of property contributed to the Company by each Member; (ii) allocations to the Member of Net Profit and items in the nature of income or gain which are specially allocated pursuant to Article VIII hereof; and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any Company property distributed to such Member subject to §752 of the Code. Each Member's Capital Account shall be decreased by: (i) the amount of money and the Asset Value of Company property distributed to the Member by the Company; (ii) allocations of Net Loss and items in the nature of expenses or losses which are specially allocated pursuant to Article VIII hereof; and (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company subject to §752 of the Code. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treas. Reg. § 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Member, the Capital Accounts of such Member shall be determined after giving effect to the allocations of Net Profit, Net Loss, Capital Transaction Net Losses, Capital Transaction Net Profits, and other items realized prior or concurrently to such time (including, without limitation, any Net Profits and Net Losses attributable to adjustments to Asset Values with respect to any concurrent distribution), and all contributions and distributions made prior or concurrently to the time as of which such determination is to be made.

7.5. Return of Contributions; Interest. The Member agrees for itself and its successors, assigns and heirs that its participation in the Company is a long-term investment and

that any return of Capital Contributions prior to the termination and winding up of the Company is in the sole discretion of the Company. Except as expressly provided in this Agreement, no Member shall be entitled to: (a) the return of any part of its Capital Contribution; (b) any interest on any Capital Contribution; or (c) the fair market value of its Membership Interest. Unrepaid Capital Contributions shall not be a liability of the Company or of any Member. No Member shall be required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contribution.

7.6. Advances to the Company. No Member shall advance funds or make loans to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company without the unanimous consent of the Members. Any such approved advances or loans by a Member shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by the Members. Each such advance or loan will be evidenced by a promissory note acceptable in form to the Company upon terms acceptable to the Member and the Company.

7.7. Revaluation to Adjust Capital Accounts. Subject to Section 3.12, the Asset Value of all Company assets, including goodwill and going concern value, may be revalued, as of the last day of each Fiscal Year for the purpose of adjusting the Member's Capital Accounts to reflect the fair market value thereof as of such date. The value of Company Property may also be adjusted in accordance with the provisions of Section 1.704-1(b)(2)(iv)(f) of the Regulations or under such other circumstance to prevent unintended economic consequences. The value of all assets of the Company shall be determined in good faith by the Member or, at the discretion of the Member, by an independent third-party appraiser selected by the Member. Any such valuation by the Member or the appraiser shall be based on all relevant factors, including without limitation, the current financial position and current and historical operating results; sale prices of recent public or private transactions in the industry, including transactions involving listed securities or over-the-counter market securities and such other factors as the Member or the appraiser shall deem to be relevant as of the effective time of valuation.

ARTICLE VIII ALLOCATIONS AND DISTRIBUTIONS; TAX MATTERS

8.1 Allocation of Net Income and Net Loss. Except as may be required by Section 704(c) of the Code and applicable Regulations, or as provided in Section 8.2, the Company's Net Profits, Net Losses, Capital Transaction Net Profits, Capital Transaction Net Losses, and other items of income, gain, loss, deduction, and credit shall be allocated to the Member.

8.2 Other Allocations. By written consent of the Member of the Company, different methods of allocations for distributive shares of tax items may be determined from time to time. If methods to specially allocate tax items are adopted, they shall be made in writing and attached to this Agreement as an Exhibit and shall be deemed a part of this Agreement. If, at any time, the Company shall suffer a loss as a result of which the Capital Account of any Member shall be a negative amount, such loss shall be carried as a charge against that Member's Capital Account,

and that Member's share of subsequent profits of the Company shall be applied to erase such Capital Account deficit.

8.3 Allocations With Respect to Company Interests Transferred. If any interest in the Company is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 8.1), attributable to such interest for such fiscal year, shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

8.4 Distributions. Profits of the Company are allocated in the following manner:

8.4.1 The Company shall, as soon as practical after the close of the fiscal year, determine the net profits of the Company for the previous fiscal year. Generally Accepted Accounting Principles will be used to determine net profit.

8.4.2 Within ninety (90) days of the close of each fiscal year, the Company shall distribute 100% of the net profits to the Member; provided, however, unless otherwise directed by the Member, the Board of Managers may retain up to 25% of the net profits to establish an operating reserve and for other purposes related to the business of the Company.

8.4.3 No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they became due in the usual course of business or otherwise violate §86.343 of the Act.

8.5 Fiscal Year; Accounting. The Company's fiscal year shall begin on October 1 and end on September 30 of the following year, unless otherwise determined by the Member. The particular accounting methods and principles to be followed by the Company shall be selected by the Member and/or Managers from time to time.

8.6 Tax Treatment. The Member of the Company and the Company intend that the Company be treated as a partnership for tax purposes, and will file all necessary and appropriate documents in furtherance of that position. The Company may make all elections for federal income tax purposes consistent with and incident to this purpose.

8.7 Tax Matters Partner. The "Tax Matters Partner" of the Company, for purposes of the Code, shall be designated by the Member, or if no such person is identified, the Tax Matters Partner shall be determined by the Code and applicable Regulations. The Tax Matters Partner shall reasonably inform each Member of all significant matters that may come to its attention in its capacity as the Tax Matters Partner and shall forward to the Member copies of all material written communications it may receive in such capacity. This provision is not intended to authorize the Tax Matters Partner to take any action left to the determination of an individual Member under the Code or to take any action, without approval of the Member(s), that may materially affect the Company.

8.8 Taxes and Reports. As soon as practicable after the end of each fiscal year, the Company shall have prepared and mail to the Member a report containing all information necessary for the Member to include its share of taxable income or loss (or items thereof) in its income tax return.

8.9 Tax Regulatory and Curative Allocations.

8.9.1 Section 704(c) of the Code. Notwithstanding the foregoing, (i) in the event §704(c) of the Code or § 704(c) principles applicable under Treasury Regulations promulgated under § 704(b) of the Code, require allocations of Company income, gain, loss, deduction or expense (or any item thereof) in a manner different than set forth above, the provisions of § 704(c) and the applicable Treasury Regulations promulgated under § 704(c) of the Code shall control such allocations. Allocations pursuant to § 704(c) shall be made for tax purposes only and shall not affect any Member's Capital Account. The Tax Matters Member shall select any method for making allocations under Code § 704(c) as described in Treasury Regulations § 1.704-3(b) or any successor regulatory provision thereto.

8.9.2 Regulatory and Curative Allocations. It is the intention of the Company that the allocations hereunder comply with the provisions of Section 704(b) of the Code and the Treasury Regulations promulgated from time to time thereunder so that the allocations made hereunder will be deemed to have "substantial economic effect" as provided therein. To the extent special allocations of Net Profit or Net Loss are required to be made to comply with the requirements thereof, and which are not otherwise provided for herein, such special allocations shall be made in the manner set forth in the Code and Regulations, as determined in good faith by the Member(s). To the extent any such special allocations are made, subsequent allocations of Net Profit and Net Loss shall be made to offset any economic distortion caused by such special allocations, as determined by the Member in good faith. In addition, the following shall apply:

(i) Allocations of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, will be allocated to the Member applying the principles of Section 704(c) of the Code.

(ii) If any allocation of Net Loss for any calendar year otherwise provided in Article 8 would (if made) cause the negative balance in the Capital Account of a Member (determined for this purpose by taking into account such Member's share of distributions pursuant to Sections 8.4 in respect of such year and all other adjustments for such year otherwise required under this Agreement) to exceed the aggregate amount of losses or deductions attributable to the non-recourse debt (within the meaning of Treasury Regulations Section 1.752-1) of the Company allocated or allocable to such Member for such year and all prior years, the amount of Net Loss otherwise allocable to such Member shall be reduced by the minimum amount necessary to eliminate such excess. Solely for purposes of this subsection 8.9.2, the balance of a Member's Capital Account shall be increased by the amount of any obligation of such Member to contribute additional capital to the Company and by the Member's pro-rata share of any recourse indebtedness of the Company (determined under Treasury Regulations

Section 1.752-2) and shall be further adjusted for the items of the Company (if any) specified in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4),(5) and (6).

(iii) In calculating book depreciation and amortization, the Company shall use the same period and method as is used for Federal income tax purposes.

8.9.3 Minimum Gain Chargeback. If at any time during the Company's fiscal year there is a net decrease in the Company's minimum gain (as determined under Treasury Regulations Section 1.704-2(b)(2)), then, prior to the allocation of any other items, items of income and gain of the Company for such fiscal year (and, if necessary, for subsequent fiscal years) shall be allocated in proportion to, and to the extent of, an amount equal to the portion of such Member's share of the net decrease in the Company's minimum gain during such fiscal year that is allocable to the disposition of Company property subject to one or more non-recourse liabilities (within the meaning of Treasury Regulations Section 1.704-2(b)(3)) of the Company. Other tax attributes of the Company shall be allocated to the Member(s) in accordance with the other applicable provisions of this Agreement.

8.9.4 Qualified Income Offset. If a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Sections 1.704-1 (b)(2)(ii)(d) (4), (5) or (6) which causes or increases a negative balance in such Member's Capital Account (determined for this purpose without the adjustments required under Section 11.5(c)), a Member will, to the extent required by Treasury Regulations Section 1.704-1 (b)(2) (ii)(d), be allocated an amount of gross income and gain in an amount and matter sufficient to eliminate such negative balance as quickly as possible.

8.9.5 Member Non-Recourse Debt. Any item of Company loss, deduction or Section 705(a)(2)(B) expenditure that is attributable to a partner non-recourse deduction, as determined by Treasury Regulations Section 1.704-2(i)(2), shall be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(1).

ARTICLE IX DISSOLUTION AND WINDING UP; CONTINUATION OF BUSINESS

9.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

9.1.1 The time fixed in this Agreement or the Articles as the expiration of the term of the Company;

9.1.2 The Board of Managers prepares, signs and files with the secretary of state articles of dissolution that comply with the Act.

9.2 Winding Up. Upon the dissolution of the Company, the Member holding a majority of the Percentage Interests shall wind-up the Company's affairs and satisfy the Company's liabilities. This Member shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, this Member shall continue to operate the Company property and

assets and all of the provisions of this Agreement shall remain in effect. This Member shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act. The costs of winding up and liquidation shall be borne as a Company expense.

9.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed, to the extent permitted by law, as follows:

9.3.1 Payment, or adequate provision for payment, to creditors, including, to the extent permitted by law, a Member who is a creditor, in satisfaction of the liabilities of the Company;

9.3.2 Payment to the Member in satisfaction of the Company's liabilities for distributions under §86.346;

9.3.3 Payment to the Member in the following order of priority:

(A) for the return of its contributions; and

(B) in proportion to the Member's respective rights to share in distributions from the Company before dissolution.

9.4 Distributions in Kind. In connection with the liquidation of the Company, the Member shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, the Member will receive such distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

9.5 Deficit Capital Account. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

9.6 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Member (or such other person or persons as the Act may require or permit) shall file articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Terms; Person. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm, trust, or corporation may in the context require. When used in this Agreement, the term "person" means

a natural person, a corporation, a limited liability company, trust, an Indian tribe, and/or any other type of entity or business organization.

10.2 Headings. The headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreement.

10.3 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same.

10.4 Entire Agreement; Binding Effect. This Agreement constitutes the entire agreement among the parties relative to the formation of the Company. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective distributees, heirs, successors, and assigns.

10.5 Severability. If any provision of this Agreement, or the application of any provision to any person or circumstances, shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the parties, then the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.6 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address reflected in Exhibit A to this Agreement, or to another address noticed in writing by a Member to the Company, and will be deemed to have been given when delivered to the party, received by the party as evidenced by certified mail receipt or other delivery receipt, or received by the party as evidenced by effective delivery of a facsimile transmission to the facsimile number provided by the party in writing to the Company.

10.7 Governing Law. This Agreement and the obligations of the Member under this Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

10.8 Amendment. This Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Agreement. No change or modification to this Agreement shall be valid unless made in writing and signed by all the parties to this Agreement.

10.9 Waiver of Sovereign Immunity. The Oneida Tribe of Indians of Wisconsin by resolution has waived sovereign immunity with respect to certain matters pertaining to the company's participation in the Small Business Administration's Section 8(a) Program. Regarding all other matters, the Oneida Tribe of Indians of Wisconsin hereby delegates to the Company the authority to waive the Company's sovereign immunity. Waivers of sovereign immunity shall be accomplished by resolution adopted by the Company Board of Directors. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds subject to the waiver, the court having jurisdiction and applicable law. Any recovery against the Company shall be limited to the assets

of the Company. Neither the Oneida Tribe of Indians of Wisconsin nor its property shall be liable for debts or obligations of the Company.

In witness thereof, the undersigned has duly executed this Agreement as of the _____ day of _____, 2007.

ONEIDA TOTAL INTEGRATED ENTERPRISES, LLC

Date: 5-18-07 BY: Walter Chelmsford P.E.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

Date: 5/15 BY: Kathy Hughes

EXHIBIT A

**OPERATING AGREEMENT
ONEIDA TOTAL INTEGRATED ENTERPRISES, LLC**

Members	Capital Contribution	Percentage Interest
Oneida Tribe of Indians of Wisconsin	\$ _____	100%

SCHEDULE 1
DEFINITIONS

“Asset Value.”

(i) The fair market value when contributed of any asset contributed to the Company by any Member;

(ii) the fair market value on the date of distribution of any asset distributed by the Company to any Member with respect to such Member's Interest in the Company;

(iii) the Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as reasonably determined by the Tax Matters Partner as of:

(1) the date of the acquisition of an additional Interest in the Company by any new or existing Member in exchange for a contribution to the capital of the Company; or

(2) upon the liquidation of the Company, or the distribution by the Company to a retiring or continuing Member of money or other Company property in reduction of such Member's Interest in the Company;

(iv) any adjustments to the adjusted basis of any assets of the Company pursuant to §§734 or 743 of the Code shall be taken into account in determining such asset's Asset Value in a manner consistent with Treas. Reg. §1.704-1(b)(2)(iv)(m); and

(v) if the Asset Value of an asset has been determined pursuant to clauses (i) through (iv) above, such Asset Value shall thereafter be adjusted in the same manner as would the asset's adjusted tax basis for federal income tax purposes, except that depreciation and amortization deductions shall be computed based upon the asset's Asset Value as so determine, and not on the asset's adjusted tax basis; *provided*, that if that asset has a zero adjusted basis for federal income tax purposes, depreciation, cost recovery or amortization deductions shall be determine using any reasonable method that the Tax Matters Partner may adopt.

“Capital Transaction.” Any of the following: (a) any sale, exchange, transfer, assignment, or other disposition of all, substantially all, or a significant portion of the Company's assets prior to or upon dissolution and liquidation of the Company (but not including occasional sales in the ordinary course of business of inventory, operating equipment or furniture, fixtures, and equipment); (b) any condemnation or deeding in lieu of condemnation of all or a portion of any Company asset; (c) any collection in respect of property, hazard, or casualty insurance (but not business interruption insurance) or any damage award; or (d) any other transaction the proceeds of which, in accordance with generally accepted accounting principles, are considered to be capital in nature, including, but not limited to, the revaluation of Company assets pursuant to Section 7.7.

“Capital Transaction Net Profits.” Net Profits arising from a Capital Transaction.

“Capital Transaction Net Losses.” Net Losses arising from a Capital Transaction.

“Code.” The Internal Revenue Code of 1986, as amended from time to time.

“Initial Capital Contribution.” The total amount of cash or the fair market value (net of liabilities assumed or taken subject to by the Company) of any other assets contributed to (or deemed contributed under Treasury Regulations Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member as set forth on *Exhibit A* when the Member first became a Member of the Company.

“Net Capital Proceeds.” The Company’s gross receipts of any kind derived directly or indirectly from or in connection with a Capital Transaction plus any reduction in reserves taken into account pursuant to this definition, minus payments directly or indirectly of costs and expenses of any kind related to or arising out of the Capital Transaction (including debt service payments) and amounts added to reserves for business expansion, capital replacement, required by loan agreements or other contractual arrangements to which the Company is party or necessary to satisfy contingencies reasonably anticipated for, or associated with, the Capital Transaction or the entity’s business, all as reasonably determined by the

“Net Profits” and “Net Losses.” The Company’s taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss); *provided*, such Net Profits and Net Losses will be computed as if items of tax-exempt income and nondeductible, non-capital expenditures (under Code Section 705(a)(1)(B) and 705(a)(2)(B) (or were treated as such pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)) were included in the computation of taxable income or loss. In the event the book value of any Company asset is adjusted in compliance with Section 7.7 of this Agreement, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses. If any Member contributes property to the Company with an initial book value to the Company different from its adjusted basis for federal income tax purposes to the Company, or if Company property is revalued as contemplated in Section 7.7 Net Profits and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial book value to the Company as of the date of contribution or revaluation.

“Operating Cash Flow.” The Company’s gross receipts of any kind derived directly or indirectly from or in connection with its operations (including, without limitation, any proceeds from business interruption insurance) minus payments directly or indirectly of costs and expenses of any kind related to or arising out of the Company’s operations (including debt service payments other than the repayment of loans or advances to a Member as defined in Section 7.6) all as reasonably determined by the Board of Managers. Net Capital Proceeds shall not be included in the calculation of Operating Cash Flow.

“Treasury Regulations”, “Regulations” or “Revenue Procedure.” The federal income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations) and written procedures promulgated by the IRS interpreting provisions of the Code.