Operating Agreement
of
Oneida ESC Group, LLC ("OESC")

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 ESC Group, LLC ("OESC" or "Company"), pursuant to the Nevada Limited Liability Act §86.010 *et. seq.* ("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 Nevada Secretary of State ("Secretary of State"). The Secretary of State has issued a Certificate of Existence 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 ESC Group, LLC and all company business will be conducted in that name or such other names as the Members 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 venture of any other Member or Manager for any purposes other than under the Code, Regulations, Revenue Procedures, and other applicable tax law. 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 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 Members 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. The 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 and/or its subsidiaries shall apply for 8(a) certification through the Small Business Administration ("SBA") and operate to maintain its 8(a) eligibility through its term in the 8(a) Program.

Article II
Member, Member's Interests

2.1 Member. 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 2.5.

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 the 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. The Member's Percentage Interest is One Hundred Percent (100%).

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 then existing Members.

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 power 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 Member. 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, which oversight shall consist of the following activities: a) following the end of each fiscal quarter, review and discuss the Company's quarterly financial statements; b) discuss the major strategic and growth objectives being pursued by the Company; c) focus on forward thinking and long range missions, and the Company's conformity with its mission and achievement of expected outcomes; and d) foster and ensure an effective working relationship with the Company's officers. 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.

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. The Member shall appoint Managers in such a manner as to stagger terms of office, which shall generally be three years, but may be modified upon appointment or thereafter at discretion of the Member so as to preserve continuity and prevent excessive expiration of terms of office in the same calendar year. The Manager's term can be extended or renewed with the Member's approval.

3.3.1 Qualifications of Board of Managers/Chairperson of the Board. The nature of OESC's main business is providing specialized technical professional services to governmental clients.

To better understand OESC and best serve the Board of Managers, all candidates/applicants for the Board of Managers (including the Chairperson) must meet the following requirements:

1) Tribal Indian Preference will be followed.
2) Education/Experience: Must have obtained a Bachelor's degree or a more advanced degree from an accredited college or university in all diversified fields with 10 years of management experience. However, the technical field of civil engineering, environmental, construction or any related field is strongly preferred. One of the three Board Members should have the above technical education and experience background. If the number of Board Members is increased, a minimum of 1/3 of the Board Members should have the above technical education and experience background.
3) Managers *cannot:* a) be an owner, manager, employee, consultant or Board member in or to a business engaged in a line of business similar to the Company - i.e., environmental, remediation, construction, engineering, and emergency response services, or a related business, e.g., a supplier or equipment provider, or serve on the board of directors of any similar or related business - unless the other Company is also owned by Oneida Tribe of Indians of Wisconsin; or b) be an employee of a government agency that is a client of the Company; or c) in the past two years have been employed by a government agency or have been an independent consultant/contractor conducting business on behalf of a government agency that has been a client of the Company; or d) be any of the above unless after full disclosure no competition and no conflict of interest is proven. For the purpose of b) and c), the Tribe shall not be considered to be a government agency.
4) Conduct: The Managers cannot have been convicted of, or have pleaded guilty to a crime involving dishonesty or breach of trust, or a crime which would be a felony under current, applicable law. The Managers must be well regarded in the Tribe and have long-term reputation for the highest ethical and moral standards.

Special Duties and Qualifications for Chairperson of the Board:

1) The duties of the Chairperson are to: a) be the principal Board member who oversees the activities of the Company by consulting with the officers of the Company, provides support if requested by the Company's officers and also serves as the communication bridge between the Board of Managers and the Company's officers; b) preside at and conduct all Board meetings; c) sign, execute and deliver contracts, instruments and any other legal documents if requested by the officers of the Company in conducting Company business; and d) perform all other duties incident to the office of the Chairperson. The Board of Managers may assign responsibility for certain administrative functions relating to the Chairperson's duties including:

keeping records of Board actions; taking minutes at Board meetings; sending out meeting announcements; distributing copies of minutes and the agenda to Board members, and maintaining the proper records of Board actions; to an individual, who may be an employee of the Company.

2) Education and Experience in the technical field of engineering, environmental, construction or any related field and a professional license is strongly preferred. Examples of professional licenses are Professional Engineer ("PE"), Professional Geologist ("PG"), General Contractor license and/or Architect ("AIA"). The Chairperson must be in good standing with regard to such license.

3.4 Compensation of Managers. If Managers are to be compensated, such compensation will be decided 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 Chairperson, such resignation to take effect immediately or at such other as the manager may specify. Any Manager may be removed from the office, with or without cause, by the Business Committee, or by majority vote of the entire Board of Managers at a regular or special meeting at which all Managers participate. Any vacancy occurring on the Board of Managers may be filled on an interim basis by a majority vote of the Board of Managers. An interim appointee will function in the capacity of a board member for the remainder of the position's term.

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) day 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 minimum of 60% of the Managers then in office. Voting by the Managers shall be on a "one person equals one vote" basis. The affirmative vote of the majority of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. 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 the majority of the Managers entitled to vote on the matter. A signature of a Manager which is transmitted by facsimile or electronic mail shall be a valid signature of the Manager for the 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.

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 or she 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 officer 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 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 of 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 or 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 representative 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 will 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, 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 in 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 3.16 is questioned, the burden of establishing its validity on the grounds prescribed in Section 3.16 is upon the Member, Manager, officer, corporation, association, partnership, trust or joint venture asserting its validity.

3.19 Reporting. The Secretary or other designated reporting officer of the Company shall file reports with the Oneida Business Committee and General Tribal Council in accordance with this Section. Reports shall be prepared at least annually to coincide with the annual meeting of General Tribal Council, with other reports quarterly to the Oneida Business Committee or as required by the Business Committee as the Member of the Company.

Section 1: Narrative Report

(A) Definition: Narrative report is defined generally as contextual and non-financial information reported with financial information in order to provide understanding of the corporation's business done, market position, strategies, performance and future expectations. The Narrative report should include topics and information covering four broad categories of information, including 1) Market overview; 2) Strategy and Structure of the Corporation; 3) Management of value of the Corporation; and 4) Performance of the Corporation over the reporting period.

(B) Components of Report: Narrative reports should include, but are not limited to, at a minimum, the following components in a comprehensive means for easy distribution and understanding:

a) Explanation of the core of the Corporation's business practices and market overview.
b) Explanation of the Corporation's current place within the market.
c) Explanation of the outlines of strategies by the Corporation for improved value in the market.
d) Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market.
e) Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period.
f) Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same.
g) Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies.
h) Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given present status, strategies and risks.
i) Explanation of market growth(if any) experienced by the Corporation, identifying sources of growth (i.e. organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.).
j) Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.
k) Summary and status update of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.

(C) Report Due Date: Narrative reports are due in time for the annual meeting of General Tribal Council generally held in July of each year, meaning it should be submitted no later than May 31st of each year unless GTC changes its meeting date or some other date is issued by the Business Committee.

(D) Narrative Report Access: The Narrative report is one submitted to the Business Committee and General Tribal Council of the Oneida Tribe. It is considered a public report and shall be made available to the public through the office of the Secretary and/or the Oneida website or other available means.

Section 2: Financial Report

(A) Financial Report Defined: The Financial report is the formal record of the financial activities of the Corporation. Such statements shall be presented in a structured and understandable manner consistent with Generally Accepted Accounting Principles (GAAP).

(B) Financial Report Content: the Financial report shall include information in the following broad categories including but not limited to: 1) an executive summary or broad overview; 2) a balance sheet of the Corporation's financial position listing assets and liabilities; 3) income statement reporting the income, expenses and general profit over the reporting period; 4) statement of retained earnings; and 5) statement of cash flow.

(C) Financial Report Due: Financial Reports are due quarterly to the Oneida Business Committee with copies to the Oneida Treasurer and Chair of the Oneida Audit Committee and as otherwise demanded by the Oneida Business Committee as the representative owner of the Corporation.

(D) Financial Reports are subject to an annual audit by auditors from the Oneida Tribe or by third party auditors as hired by the Oneida Tribe at the Corporation's expense detailing the fairness and accuracy of the financial reports. The audit reports shall be submitted as attachments to the financial reports as they are done and completed with each applicable reporting period.

(E) Financial Report Access: Financial reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Financial reports are accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information. They may be disclosed with permission of the Corporation's Board and/or the Owner for economic solicitation purposes or as demanded by the Owner.

Section 3: Disclosure Report

(A) Disclosure Report Defined: Disclosure reports financial and familial relationships and connections between the Corporation and other entities, as well as members of the Corporation's Board and key management personnel. Any financial or legal relationship, ownership interest, or any blood kinship within the Corporation and its financial practices or partnerships shall be detailed in a structured and easy to understand format.

(B) Disclosure Report Content: The Disclosure report shall include, but not be limited to, the following detailed information:

a) Names and title of all of the Corporation's Board members' names, time in the position, and date when position shall be up for renewal or replacement (if applicable).
b) Names and title of all of the Corporation's key management personnel, with length of service in that position, and if under contract, when that position is up for renewal or expiration of the contract term.
c) Summary of any financial or familial relationship between any of the people in part a. or part b. in this Section, as well as any relationship, financial or familial with any current member of the Oneida Business Committee or any member of any regulatory body within Oneida such as a board committee or commission charged with regulating the Corporation's industry or activities.
d) Names of any other person, whether it be a business in any legal form or an individual, doing business with the Corporation for purposes of mutual enterprise (i.e. including but not limited to: joint ventures; membership in an LLC together; acquisition as a subsidiary; partnership).
e) Summary of the financial transactions or relationship between those listed in d. above in this Section and the Corporation, including the purpose of the mutual enterprise, legal relationship, or other connection between the Corporation, its Board or its key management personnel and this other named entity or person.

(C) Disclosure Report Due: An annual report to the Oneida Business Committee is due concurrently with the narrative report, as well as whenever there is a change to the Corporation's Board membership, turnover to key management personnel, or a business venture creating a new partnership, LLC, subsidiary, or any other legal entity connected to the Corporation for any purpose.

(D) Disclosure Report Access: Disclosure reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Disclosure reports are submitted to the Oneida Business Committee and accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information.

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 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 known 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 the 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 workers' compensation) as would be customary for any person engaged in 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 Indemnittee 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 the 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 different 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 allegation or circumstances, be liable for the reasonable fees 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
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, transaction, 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 the 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. In addition, the Company shall at all times comply with the record keeping requirements set forth §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 budged 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 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)) 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 Capital 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 Account 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: i) 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 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. 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 operation results, sale prices of recent public or private transactions in the industry, including transaction involving 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 7.1), 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 The Company shall make a payment to the Member on an annual basis and is due upon the receipt by the Company of its annual audited financial statement. The payment shall be up to 75% of the net profit derived from the Company for each fiscal year. The following definitions shall be used in determining payment to the Member:

A) The term "Net Profit" shall mean the amount remaining after deducting all "expenses of operation" from all "gross revenues" as those terms are herein defined.

B) The term "Gross Revenues" shall consist of all revenues or income or sale of any kind, whether derived directly or indirectly from any source over which the Company has any direct or indirect responsibility.

C) The term "Expenses of Operation" shall include any cost of sales or direct costs and overhead expenses, general expenses, other "legally obligated distributions," and other business expenses as those terms are used within generally accepted accounting principles and the Company's industry. The term "Expenses of Operation" shall also include any reserve for loan covenants, legal obligations and bonding program requirements.

D) The term "Legally Obligated Distributions" shall mean payments the Company is contractually bound to make as a result of a contract or legal process.

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 become due in the usual course of business or otherwise violation §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 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 the 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 take any action, without approval of the Member, 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. Nothwithstanding the foregoing, i) in the event §704(c) of the Code or §704(c) principles applicable under Treasury Regulations promulgated 704(b) of the Code, require allocations of the 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. 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, and 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 Section 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 Sections 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 allocations 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 provision 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, 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 of 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 the 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 it 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 to 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 this person or persons, firm, trust, or entity 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 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 circumstance, 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 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 and/or its subsidiaries 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 vote of the Managers in accordance with Section 3.8. 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 4th day of April, 2012.

Oneida ESC Group, LLC

Date: 4-4-2012 **By:** Jacquelyn R. Zalim

Acknowledged before me on 04/04/2012 by Jacquelyn R Zalim. Michelle M Holliday Com. expires 02/24/2013

MICHELLE M. HOLLIDAY NOTARY PUBLIC STATE OF WISCONSIN

Oneida Tribe of Indians of Wisconsin

Date: 4-12-12 **By:** Edward Delgado