



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

## **Oneida Tribe of Indians of Wisconsin BUSINESS COMMITTEE**



**P.O. Box 365 • Oneida, WI 54155  
Telephone: 920-869-4364 • Fax: 920-869-4040**



**UGWA DEMOLUM YATEHE**  
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

BC SPECIAL RESOLUTION # 5-30-07-A

### **WASTEWATER TREATMENT FACILITY FINANCING**

**WHEREAS**, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

**WHEREAS**, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

**WHEREAS**, the Oneida Business Committee has been delegated the authority of Article IV of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

**WHEREAS**, the Tribe has previously entered into a credit agreement dated December 1, 2003 (as amended on November 30, 2005, the "Revolving Credit Agreement") with Bank of America, N.A., as a lender and as agent (the "Revolving Agent") for certain other lenders party thereto (the "Revolving Lenders"), whereunder such lenders have made available to the Tribe certain revolving credit facilities in the aggregate amount of \$70,000,000 (the "Revolving Credit Facility"); and

**WHEREAS**, the Tribe has requested that Bank of America, N.A., as a lender and as agent (the "Tax-Exempt Agent") for certain other lenders party thereto (the "Tax-Exempt Lenders") agree to a term loan agreement (the "Tax-Exempt Loan Agreement") pursuant to which the lenders will make available to the Tribe a term loan in an aggregate principal amount of not to exceed \$6,800,000 (the "Tax-Exempt Loan") to finance all or part of the design, development and construction of the wastewater treatment plant (the "Project") and to pay transaction costs associated with the tax-exempt loan; and

**WHEREAS**, a borrowing for the Project, including reimbursement of expenditures relating thereto, was previously approved pursuant to Resolution #4-26-06-R; and

**WHEREAS**, a consent letter between the Tribe, the Revolving Agent and the Revolving Lenders was previously approved pursuant to a Resolution adopted on May 23, 2007, in which the Revolving

Agent and the Revolving Lenders consented to, and waived events of default under the Revolving Credit Agreement arising from the execution, delivery and performance by the Tribe of the Tax-Exempt Loan Agreement and the other loan documents relating to the tax-exempt loan; and

**WHEREAS**, there have been prepared and submitted to the Oneida Business Committee drafts of the following documents (collectively, the "Financing Documents") relating to the Tax-Exempt Loan and the Revolving Credit Facility:

1. The Tax-Exempt Loan Agreement;
2. Promissory notes in favor of the Tax-Exempt Lenders in the aggregate principal amount not to exceed \$6,800,000 (the "Tax-Exempt Notes");
3. An amended and restated Security Agreement (the "Security Agreement") between the Tribe, as pledgor, and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for itself, the Revolving Agent, the Revolving Lenders, Tax-Exempt Agent and the Tax-Exempt Lenders (the "Secured Parties"), as pledgee, under which, among other things, the Tribe will pledge to the Collateral Agent for the benefit of the Secured Parties, a lien and security interest in all enterprise property (other than real estate) as security for the performance by the Tribe of the Financing Documents and the Revolving Credit Agreement and the loan documents relating to the Revolving Credit Facility;
4. A Tax Certificate executed by the Tribe, which describes the various purposes for and expectations relating to the tax exempt loan (the "Tax Certificate");
5. One or more deposit account control agreements between the Tribe, the Collateral Agent, and the Tribe's depository bank for the collateral described in the Security Agreement; and
6. An intercreditor agreement between the Collateral Agent and the other Secured Parties (and acknowledged by the Tribe) under which, among other things, the Secured Parties will agree that they have *pari passu* security interests in the collateral described in the Security Agreement; and

**WHEREAS**, the Tribe acknowledges that the Financing Documents contain waivers of the Tribe's sovereign immunity and reaffirm the prior waiver of sovereign immunity contained in the Revolving Credit Agreement for purposes of enforcing the Financing Documents and the Revolving Credit Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Financing Documents and the Tax-Exempt Loan are hereby approved by the Oneida Business Committee.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Tribe hereby designates the Tax-Exempt Notes as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue

Code of 1986, as amended. The Tribe (including all subordinate entities of the Tribe) does not reasonably expect to issue, and covenants not to issue, more than \$10,000,000 of tax-exempt obligations during calendar year 2007. In addition, as more fully set forth in the Tax Certificate, the Tribe covenants not to take any action or omit any action that would cause interest on the Tax-Exempt Notes to be includable in gross income of any holder thereof for federal income tax purposes.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that any two officers of the Oneida Business Committee are each hereby authorized and directed to execute and deliver the Financing Documents on behalf of the Tribe, in substantially the form heretofore provided to this Oneida Business Committee with such changes thereto as any two officers of the Oneida Business Committee, in their discretion, and upon the advice of the Oneida Law Office and the Chief Financial Officer shall approve, and to execute and deliver on behalf of the Tribe such additional instruments and certifications as may be necessary and appropriate in order to implement this Resolution and to evidence or secure the Financing Documents, any such two officers' execution and delivery of any document or additional instrument or certification being conclusive evidence of their approval thereof in accordance with this Resolution.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the approvals and authorizations herein contained shall constitute sufficient approvals and authorizations for the borrowing, repayment and reborrowing, from time to time, of the amounts available to be borrowed, and requests for extensions of letters of credit, by the Oneida Tribe under the Revolving Credit Agreement, the tax-exempt credit agreement and the other Financing Documents in the manner provided therein without further action of this Oneida Business Committee.

**NOW THEREFORE BE IT FURTHER RESOLVED**, it is hereby acknowledged that each and every note, pledge agreement, collateral agreement, and other instrument made pursuant to this Resolution is and will be made and given for the business purposes of the Tribe; *provided*, however, that the tax-exempt loan, including the use and investment of proceeds thereof, will be undertaken not for general business purposes but, rather, to finance the design, development and construction of the Project, which constitutes an "essential governmental function" of the Tribe as more fully set forth in the Tax Certificate.

**NOW THEREFORE BE IT FINALLY RESOLVED**, the Secretary of the Oneida Business Committee shall certify to the Revolving Lenders and Tax-Exempt Lenders the names and signatures of the persons who presently are duly elected, qualified and acting as the officers authorized to act under this Resolution, and the Secretary of the Oneida Business Committee shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Revolving Lenders and Tax-Exempt Lenders the names and signatures of the persons then authorized to sign or to act. The Revolving Lenders and the Tax-Exempt Lenders shall be fully protected in relying on such certificates and on the obligation of the Secretary of the Oneida Business Committee immediately to certify to the Revolving Lenders and Tax-Exempt Lenders any change in any fact certified, and the Banks shall be indemnified and saved harmless by the Oneida Tribe from any and all claims, demands, expenses, costs and damages resulting from or growing out of honoring or relying on the signature or other authority (whether or not property used) or any officer whose name and signature was so certified, or refusing to honor any signatures or authority not so certified.

**CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. 6 members were present at a meeting duly called, noticed and held on the 30<sup>th</sup> day of May 2007; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Patricia Hoeft, Tribal Secretary,  
Oneida Business Committee

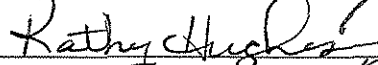
I further certify that the Oneida Business Committee has, and at the time of adoption of the foregoing Resolutions had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers therein granted upon the officers designated, and that such officers have full power and authority to exercise the same.

I further certify that the officers whose names appear below have been duly elected to and now hold the offices in the Oneida Business Committee as set forth below until said date being the expiration date of the terms of said elected officers, and that the signature appearing opposite the name of each of such officers is authentic and official:

Gerald Danforth, Chairman



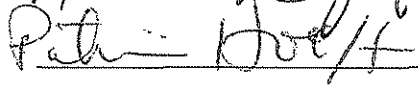
Kathy Hughes, Vice-Chairwoman



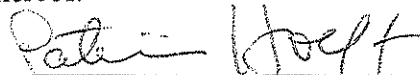
Mercie Danforth, Treasurer



Patricia Hoeft, Secretary



I further certify that copies of the Constitution of the Oneida Tribe and the Bylaws of the Oneida Tribe, as set forth on Exhibits A and B, respectively, are complete, true and correct copies of the same, together with all amendments therein adopted to the date hereof, if any, and each is in full force and effect on the date hereof.



Secretary, Oneida  
Business Committee