CORPORATE CHARTER
OF
ONEIDA AIRPORT HOTEL CORPORATION[1]

ARTICLE I - NAME

The name of this tribally chartered corporation is the Oneida Airport Hotel Corporation. The Oneida Tribe of Indians of Wisconsin confers on the Corporation all of the rights, privileges and immunities existing under federal and Oneida tribal laws.

ARTICLE II – AUTHORITY

The Oneida Business Committee grants this Charter based upon authority vested in it by the Oneida General Tribal Council, Oneida Tribe of Indians of Wisconsin pursuant to Article IV, Section 1 (g) of the Constitution and By-Laws of the Oneida Tribe of Indians of Wisconsin and pursuant to the exercise of the sovereign rights, future and reserved, of the Oneida Tribe of Indians of Wisconsin by Article IV, Section 2 and 3, of the Constitution and By-Laws of the Oneida Tribe of Indians of Wisconsin, duly approved by the Secretary of the Interior on December 21, 1936.

ARTICLE III - DURATION

The period of existence of the Corporation shall be perpetual until it is dissolved, pursuant to Article XII, hereof.

ARTICLE IV - REGISTERED OFFICE AND PLACES OF BUSINESS

The principal place of business and the registered office of the Corporation shall be on the Oneida Indian Reservation, Wisconsin. The registered office address of the Corporation and principal place of business is 2040 Airport Drive, Green Bay, Wisconsin, 54313. The Corporation may also have such other places of business as the Board of Directors of the Corporation may from time to time direct, as the operations of the Corporation shall require.

ARTICLE V - JURISDICTION

The Corporation is created under and is subjected to the jurisdiction, laws and ordinances of the Oneida Tribe of Indians of Wisconsin. The actions hereby taken by the Oneida Business Committee and the Oneida General Tribal Council expressly reserve to the Oneida Tribe of Indians of Wisconsin all its inherent sovereign rights as an Indian Tribe with regard to the activities of the Corporation.

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[1] This strikeout version starts with the Corporate Charter adopted by BC Resolution 07-30-2003-A. The resolution initially adopting the Corporate Charter and subsequent resolutions amending the same do not contain attachments as said resolutions indicate. Nor does a search by Records Management locate any attachments or back up materials from said Business Committee meetings.

ARTICLE VI - PURPOSES AND POWERS

The purposes for which the Corporation is organized are:

A. The Corporation shall promote the establishment and development of a hotel on Tribal land in conformity to and in coordination with the economic development policies and plans of the Oneida Tribe of Indians of Wisconsin as adopted by the Oneida Business Committee.

B. To operate and assist in the development of the hotel and in any and all aspects of financing, construction and contracting.

C. To do any and all activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the hotel development, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

D. To purchase, take, receive, lease, solicit, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with money, securities, real and personal property, rights and services of any kind and description, or any interest therein.

E. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, PROVIDED, that title to all trust or restricted real property of the Oneida Tribe of Indians of Wisconsin shall be and remain in its trust or restricted status.

F. To borrow money and to make, accept, endorse, execute and issue bonds, debentures, promissory notes, guarantees, and other obligations of the Corporation for monies borrowed, or in payment for property acquired or for any such obligations be secured interest, mortgage, pledge deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement in regard to all or any part of the property, rights or privileges of the Corporation.

G. To buy, own, sell, assign, mortgage or lease any interest in real or personal property for such periods as may be authorized by law and to hold, manage, mortgage and sublease the same.

H. To enter into, make, perform and carry out contracts, including contracts of employment, and to receive financial assistance from any governmental or private source and to expend its funds in furtherance of its purposes.

I. To borrow money and to issue evidence of indebtedness in furtherance of the purposes of the Corporation and to secure the same by mortgage, pledge or other lien upon the property of the Corporation.

J. To invest in, furnish management, administrative, and other business advice, support, training and technical assistance, either directly or indirectly, including specifically, but not by way of limitation, hospitality development, construction, marketing, accounting and operational management services and any ancillary services or operations for this industry, both within and without tribal boundaries, for itself, for other Oneida Tribal enterprises, for other Native American Tribal organizations, and for such other business organizations as may be approved by the Board of Directors. Provided, however, that no such services shall be rendered to or on behalf of any person or entity who is a director, shareholder, member, partner, officer, employee, agent, consultant, owner or operator of any hotel or hospitality project which competes or intends to compete with the business conducted by the Oneida Airport Hotel Corporation within a radius of ten miles from the Radisson Hotel & Conference Center Green Bay, and further provided, that any person or entity to whom such services are offered in relation to the purchase or development of a hotel or hospitality business shall first execute in favor of Oneida Airport Hotel Corporation, a non-competition agreement or such other assurances as may be satisfactory to the Board of Directors to require compliance with the restrictions contained herein. The foregoing restriction does not apply to any entity wholly owned or operated by the Oneida Airport Hotel Corporation or the Oneida Tribe. Upon the approval of the Oneida Business Committee, the Oneida Airport Hotel Corporation is hereby authorized to form limited liability companies, corporations, or other such entities of which it may be the sole shareholder or member or one of a number of shareholders or members for the purpose of accomplishing the purposes set forth immediately above, and it shall have the power to engage attorneys, accountants and other professionals to assets in the formation of such entities and to take any other action reasonably required of it to form and maintain any such entities in accordance with applicable laws, statutes and ordinances.

K. To elect or appoint officers and agents of the Corporation and define their duties and fix their compensation, PROVIDED, that such elections or appointments comply with hiring policies established by the Oneida Airport Hotel Corporation.

L. To amend and alter By-Laws, not inconsistent with this Charter, for the administration and regulation of the affairs of the Corporation, subject to being approved by the Oneida Business Committee.

M. To sue and be sued in its Corporate name to the extent allowed by law, the Oneida Tribe of Indians of Wisconsin hereby giving its irrevocable consent to allowing the Corporation to sue and be sued upon any contract, claim or obligation of the Corporation arising out of the accomplishment of its purposes and hereby authorizing the Corporation to waive any immunity from suit which it might otherwise have and that any recovery against the Corporation shall be limited to the assets of the Corporation. PROVIDED, however, that neither the Oneida Tribe of Indians of Wisconsin, nor any of its property, shall be liable for the debts or obligations of the Corporation.

N. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

O. The purposes specified herein shall be construed as both purposes and powers.

ARTICLE VII - CONTROL OF OPERATIONS

A. The business, affairs, and property of the Corporation shall be managed by a Board of Directors consisting of five (5) members, whom shall be selected and appointed by the Oneida Business Committee. The term of office of a director shall be five (5) years. The Business Committee, in selecting and appointing members of the Board of Directors, shall give due consideration to qualities of industry, responsibility, integrity and judgment, and shall have due regard for:

1. The need for diversity of experience on the Board of Directors
2. The need for adequate representation of the various areas of expertise served and required by the Corporation
3. The guidelines of organizations providing financial assistance to the Corporation

B. The Board of Directors shall be responsible for the development, custody, management and operation of the hotel; for the establishment and maintenance of effective operating policies; for the selection of the President of the Corporation and for the usual and ordinary duties of oversight of performance and advice to management traditionally performed by Boards of Directors.

C. Directors appointed by the Oneida Business Committee may be removed, with or without cause, by the Oneida Business Committee by a vote of the majority of the members of the Oneida Business Committee present and voting at any duly called and held meeting of the Oneida Business Committee. The Board of Directors may adopt By-laws governing the removal of Corporate Officers by the Board of Directors for cause. Prior to removal, any Corporate Officer, must be given the opportunity to request a hearing in order to object to the proposed removal.

ARTICLE VIII - ASSETS

Subject to such contractual rights of others, including the Oneida Tribe, the Corporation shall have as its corporate assets and the authority to acquire, manage, own, use, pledge, encumber, assign the following:

A. Tribal properties of a real or personal nature subject to any conditions set out in the Tribal Council's Resolution authorizing the transfer of such properties to the Corporation.

B. All funds which the Corporation may acquire by grant, gift, loan or other means.

C. All interests in real and personal property whether of a tangible or intangible nature, the Corporation may acquire by grant, gift, loan, purchase, lease or other means.

D. All earnings, interest, dividends, accumulations, contract rights, claims and other proceeds arising from the above listed assets.

ARTICLE IX - INDEMNIFICATION OF DIRECTORS & OFFICERS

The Corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding either civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, agent or employee acting on behalf of the Corporation against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding to the extent that such person is not otherwise indemnified

ARTICLE X - PAYMENTS TO TRIBE

This Charter is granted upon the condition that the Corporation shall make prorated payments to the government of the Oneida Tribe of Indians of Wisconsin. Payments shall be made on a monthly basis, and are due and payable immediately upon the receipt by the Corporation of its annual audited financial statement.

Cash flow shall be paid to the Oneida Tribe of Indians of Wisconsin annually at 80 percent of gross operating profit (as such terms are defined in the current Uniform System of Accounts for Hotels) derived from the hotel for each fiscal year. The following definitions shall be used in determining payment to the Oneida Tribe:

A. 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 Corporation has any direct or indirect responsibility.

B. The term "Gross Operating Revenues" shall mean that amount remaining after deducting all "expenses of operation" from all "gross revenues" as those terms are herein defined.

C. The term "Expenses of Operation" shall include any cost of sales or direct costs and expenses or general expenses as those terms are used within the current Uniform System of Accounts for Hotels as adopted by the American Hotel & Motel Association, and as may, from time to time be supplemented or amended. The term "Expense of Operation" shall include payments (whether principal or interest) relating to financing of capital improvements or encumbering the Hotel or premises, land or building rental payments, insurance premiums, reserve for replacement fund, expense amortization, real estate, income or other taxes of any nature.

D. The term "prorated" shall mean that the payments due to the Oneida Tribe of Indians of Wisconsin under this article shall be adjusted to reflect the number of months left in the current fiscal year. For example, if the Corporation receives its annual audited financial statement for the Fiscal year 2003-2004 in January, 2005, its payment to the Oneida Tribe of Indians of Wisconsin for 2003-2004 is due in January, 2005. This payment will be prorated to reflect the number of months left in the current fiscal year (January through September).

ARTICLE XI – REPORTS

The Secretary or other designated reporting officer of the Corporation shall file reports with the Oneida Business Committee and General Tribal Council in accordance with this Article. 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 shareholder/member of the corporation.

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 XII – DISSOLUTION

The Corporation may be dissolved upon:

A. Adoption of a resolution providing for dissolution of the Corporation by the affirmative vote of two-thirds of the Directors, or

B. Adoption by the Business Committee of a resolution proposing dissolution of the Corporation.

Upon dissolution of the Corporation, the assets of the Corporation remaining for payment of all debts and liabilities of the Corporation, shall be distributed to creditors in the following order:

1. Third parties perfected security interests.
2. Security interests of Oneida Tribe of Indians of Wisconsin.
3. Third parties unperfected security interests.

BC Resolution 08-24-1994-B:	Charter of the Oneida Airport Hotel Corporation for the express purpose of developing and/or assisting in the development of the hotel
BC Resolution 05-15-1991-N:	Amendment to Corporate Charter
BC Resolution 03-01-1995-C:	Amendment to Corporate Charter designating distribution of profits from the Corporation should be utilized to pay down debts of corporation.
BC Resolution 04-16-1997-E:	Rescinds BC Resolution 03-01-1995-C
BC Resolution 08-23-2000-E:	Amendments to Corporate Charter expanding the purposes and powers of the corporation
BC Resolution 08-29-2001-A:	Amendments to Corporate Charter regarding typographical errors
BC Resolution 07-30-2003-A:	Amendments to Corporate Charter regarding distribution of profits from corporation
BC Resolution 05-19-2004-A	Amendments to Corporate Charter expanding existing purposes and powers
BC Resolution 08-29-2007-A	Amendment to Corporate Charter increasing the terms of office for the Board of Directors from four years to five years.
BC Resolution 01-26-2011-B	Amendment to Corporate Charter replacing Article XI. Reports.