



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



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.

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RESOLUTION # 01-14-09-H

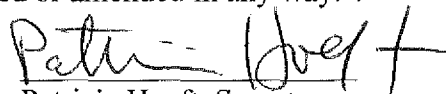
Adopting the Corporate Charter of Oneida Golf Enterprise

- WHEREAS,** the Oneida General Tribal Council is the duly recognized governing body of the Oneida Tribe of Indians of Wisconsin, and
- WHEREAS,** the General Tribal Council has been delegated the authority of Article IV, Section I of the Oneida Tribal Constitution, and
- WHEREAS,** the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council and is at all times subject to the review powers of the Oneida General Tribal Council, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin, did approve the acquisition of properties currently known as the Thornberry Creek Golf Course, and
- WHEREAS,** the Oneida Business Committee has found it to be in the economic development interests of the Oneida Tribe of Indians of Wisconsin to charter a corporate entity to manage or otherwise operate this property and all associated activities,

BE IT THEREFORE RESOLVED THAT, the Oneida Business Committee hereby adopts this resolution in furtherance and in order to approve the corporate charter of Oneida Golf Enterprise.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of the 9 members of whom 5 members constitute a quorum. 9 members were present at a meeting duly called, noticed and held on the 14th day of January 2009: that the foregoing resolution was duly adopted at such meeting by a vote of 7 members for, 1 member against, 0 members abstaining; and that said resolution has not been rescinded or amended in any way. .


Patricia Hoeft, Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section I, the Chair votes "only in the case of a tie."

**CORPORATE CHARTER
OF
[ONEIDA GOLF ENTERPRISE]**

ARTICLE 1 - NAME

The name of this tribally chartered corporation is Oneida Golf Enterprise, hereinafter referred to as "Corporation". The Oneida Tribe of Indians of Wisconsin, hereinafter referred to as "Oneida" or "Oneida Tribe", confers on the Corporation all of the rights, privileges, and immunities existing under federal and Oneida tribal laws.

ARTICLE 2 – 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 3 – DURATION

The period of existence of the Corporation shall be perpetual until it is dissolved, pursuant to Article 12 of this Charter.

ARTICLE 4 – JURISDICTION

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

ARTICLE 5 – REGISTERED OFFICE AND PLACE OF BUSINESS

The principal place of business and the registered office of the Corporation shall be within the Oneida Tribe's Reservation. The registered office address of the Corporation and principal place of business is PO Box 365, Oneida Wisconsin, 54155. 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 may require.

ARTICLE 6 – PURPOSES AND POWERS

The purposes for which the Corporation is organized are:

1. The Corporation shall manage and operate a golf course, golf club, banquet facilities, restaurant, and other such activities connected with what is formerly known as the Thornberry Creek Golf Course.
2. The golf course and connected facilities shall be maintained and operated in conformity to and in coordination with the economic development policies and plans of the Oneida Tribe as adopted by the Oneida Business Committee.
3. To operate and assist in the development and possible expansion of the golf course and all connected activities, including future financing, construction and contracting.
4. To do any and all activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of a successful and sustainable golf course and connected facilities. These activities may be done directly, 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.
5. To purchase, take, receive, lease, solicit, take by gift, devise or bequest, or otherwise acquire, own, 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. Real property transactions within the reservation boundaries of the Oneida Tribe may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida laws.
6. 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 shall be and remain in its trust or restricted status. Real property transactions within the reservation boundaries of the Oneida Tribe may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida laws.
7. To borrow money and 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.
8. 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. Real property transactions within the reservation boundaries of the Oneida Tribe may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida laws.
9. 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.

10. 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.
11. To purchase, receive, subscribe for, otherwise acquire, own, hold, vote, sell, mortgage, lend, pledge, or otherwise dispose of, and deal in and with shares or other interests, or obligations of, any other entity.
12. To select, elect, appoint or otherwise hire officers, agents or employees of the Corporation and define their duties and fix their compensation.
13. 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.
14. To sue and be sued in its Corporate name to the extent allowed by law. The Oneida Tribe hereby gives its irrevocable consent to allow 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 authorizes 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, nor any of its property, shall be liable for the debts or obligations of the Corporation.
15. To establish and maintain such bank accounts as necessary for the operation of the Corporation.
16. The purposes specified herein shall be construed as both purposes and powers.

ARTICLE 7 – CONTROL OF OPERATION

1. 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 original Board shall be appointed on an interim, six month basis. After this point, two Board members shall be selected for a two year term, which shall be a three (3) year term upon renewal of those seats. Three board members, after the initial six month appointment, shall sit on seats for three (3) year terms thereafter, ensuring a staggered system of future appointments. The Oneida 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:
 - A. The need for diversity of experience on the Board of Directors.
 - B. The need for adequate representation of the various areas of expertise served and required by the Corporation.
 - C. The guidelines of organizations providing financial assistance to the Corporation.
2. The Board of Directors shall be responsible for the development, custody, management, and operation of the golf course and all associated activities, for the establishment and maintenance of effective operating policies, for the selection of the President of the Corporation, if such position is deemed necessary, and for the usual and ordinary duties of oversight of performance,

direction, and advice to management traditionally performed by Boards of Directors.

3. 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 with or without cause.
4. Compensation of the Board of Directors shall be determined by the Oneida Business Committee. The interim Board of Directors shall be compensated at \$250.00 per month.

ARTICLE 8 – ASSETS

Subject to the legal and 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, and assign the following:

1. All corporate properties of real or personal nature subject to any conditions set out in an Oneida Tribal resolution authorizing the transfer of such properties to the Corporation
2. All funds which the Corporation may acquire by grant, loan, gift or other means.
3. 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.
4. All earnings, interest, dividends, accumulations, contract rights, claims, and other proceeds arising from any listed assets.

ARTICLE 9 – INDEMNIFICATION OF DIRECTORS AND 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 10 – PAYMENTS TO TRIBE

This Charter is granted upon the condition that profits of the Corporation shall be distributed to the Oneida Tribe in the following manner:

1. The Corporation will, as soon as practical, make a determination of the net profits or income of the Corporation for each fiscal year. Net income will be based upon generally accepted accounting principles

2. The Corporation will remit to the Oneida Tribe seventy-five percent (75%) of net income after establishment of a reserve for debt services or operating expenses. The Corporation may reserve in its accounts debt services and working capital expenses equaling six month's need.
3. Excess profits will then be paid to the Oneida Tribe on an annual basis.

ARTICLE 11 – REPORTS

The Corporation shall file an annual and semi-annual report for the Oneida General Tribal Council, and other reports as demanded by the Oneida Business Committee which shall describe at a minimum:

1. The business done and intended to be done by the corporation.
2. Material changes and developments since the last report in the business described.
3. Any material pending legal proceedings to which the corporation is a party.
4. Financial statements of the corporation including a consolidated balance sheet and consolidated statement of income, sources and applications of funds.
5. The Corporation shall submit to the Oneida Business Committee an annual audit.

ARTICLE 12 – DISSOLUTION

The Corporation may be dissolved upon Adoption by the Oneida Business Committee of a resolution proposing the dissolution of the Corporation, provided such resolution is passed by at least a two-thirds majority of Committee members in attendance.

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. Secured interests of the Oneida Tribe.
2. Third parties perfected security interests.
3. Unsecured or imperfectly secured interests of third parties or the Oneida Tribe.
4. Upon payment of all existing debts or liabilities at the time of dissolution, all remaining assets will revert to the Oneida Tribe.

ARTICLE 13 AMENDMENTS

This Charter may be amended at any time by adoption of a resolution by the Oneida Business Committee.

Adopted by the Oneida Business Committee by Resolution # BC-01-14-09.

Certified copy of adopted Charter.

Patricia Hoeft 1-14-09

Patricia Hoeft, Secretary Date
Oneida Business Committee

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