

Oneida Tribe of Indians of Wisconsin



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



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 Resolution 07-08-15-D Confirming Guaranty Commitment for OTIE

- WHEREAS,** the Oneida General Tribal Council is the duly recognized governing body of the Oneida Nation, and
- WHEREAS,** the General Tribal Council has been delegated the authority of Article IV, Section I of the Constitution of the Oneida Nation, 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 Business Committee, on April 11, 2007, approved the formation of Oneida Total Integrated Enterprises, LLC ("OTIE"); and
- WHEREAS,** OTIE has acquired 8(a) certification under the Small Business Administration; and
- WHEREAS,** on June 1, 2009, OTIE entered into a Loan Agreement, Line of Credit Note and related agreements (collectively, the "Original Loan Agreements") with M&I Marshall & Ilsley Bank ("M&I Bank"); and
- WHEREAS,** in order to induce M&I Bank to enter into the Original Loan Agreements, the Oneida Business Committee, on behalf of the Nation, caused the Nation to enter into a Guaranty with M&I Bank dated June 1, 2009 (the "Original Guaranty") guaranteeing OTIE's obligations under the Original Loan Agreements, requiring the Nation to keep \$6 million in cash on-hand and limiting the Nation's liability under the Original Guaranty to \$9 million; and
- WHEREAS,** the Nation executed a First Amendment to Guaranty dated December 23, 2009 revising certain notice requirements; and
- WHEREAS,** the Oneida Business Committee, on behalf of the Nation, reaffirmed the Nation's obligations under the Original Guaranty by resolution 3-24-10B on March 24, 2010; and
- WHEREAS,** on March 15, 2011, the Original Loan Agreements were re-documented by a Business Loan Agreement, Promissory Note and other Related Documents (as defined in said Business Loan Agreement) (collectively, the "Current Loan Agreements"); and
- WHEREAS,** in July 2011, BMO Harris Bank, N.A. ("BMO Harris") succeeded to all of the rights and interests of M&I Bank under the Original Loan Agreements and the Current Loan Agreements and currently provides a line of credit to OTIE under the Current Loan Agreements; and
- WHEREAS,** on July 25, 2012, OTIE and BMO Harris entered into the Amendment to Business Loan Agreement amending certain provisions of the Current Loan Agreements; and

- WHEREAS,** on July 25, 2012, in order to induce BMO Harris to enter into said Amendment, the Nation executed a new Guaranty as of July 25, 2012 (the "Current Guaranty"), (1) guaranteeing OTIE's obligations under the Current Loan Agreements, (2) requiring the Nation to keep \$6 million in cash on-hand and limiting the Nation's liability under the Current Guaranty to \$6 million, (3) agreeing that Wisconsin law would apply to the Current Guaranty and (4) providing a limited waiver of the Nation's sovereign immunity to permit BMO Harris to enforce the Current Guaranty in Wisconsin courts; and
- WHEREAS,** OTIE and BMO Harris entered into a Second Amendment to Business Loan Agreement on June 15, 2013; and
- WHEREAS,** on June 15, 2013, in order to induce BMO Harris to enter into said Second Amendment, the Nation executed a Reaffirmation of Guaranty, Amendment, Consent and Acknowledgement reaffirming the Current Guaranty; and
- WHEREAS,** OTIE and BMO Harris entered into a Third Amendment to Business Loan Agreement as of June 15, 2014; and
- WHEREAS,** as of June 15, 2014, in order to induce BMO Harris to enter into said Third Amendment, the Nation executed a Reaffirmation of Guaranty, Amendment, Consent and Acknowledgement reaffirming the Current Guaranty; and
- WHEREAS,** in July 2014, the Nation and BMO Harris entered into an Amendment to Guaranty amending the Current Guaranty by reducing the Nation's cash on-hand requirement and liability limit under the Current Guaranty from \$6 million to \$5 million; and
- WHEREAS,** OTIE and BMO Harris now desire to further amend the Current Loan Agreements as contemplated by the Fourth Amendment to Business Loan Agreement to be dated on or about June 15, 2015 which would, among other things, extend the maturity date of the line of credit available to OTIE to June 15, 2016 and acknowledge BMO Harris' agreement to reduce the Nation's cash on-hand requirement and liability limit under the Current Guaranty from \$5 million to \$4 million; and
- WHEREAS,** in order to induce BMO Harris to enter into said Fourth Amendment, OTIE and BMO Harris have requested that the Nation enter into a Second Amendment to Guaranty and a Reaffirmation of Guaranty, Amendment, Consent and Acknowledgement, both dated on or about June 15, 2015, to reflect the foregoing and to memorialize the Nation's continued agreement to the terms and conditions of the Current Guaranty, as amended by said Second Amendment to Guaranty, including its provisions relating to governing law, waiver of sovereign immunity and dispute resolution; and
- WHEREAS,** the limited waiver of sovereign immunity included in the Current Guaranty, as amended, and said Second Amendment to Guaranty conforms with the requirements of Oneida Code of Laws, Chapter 14 (Sovereign Immunity);

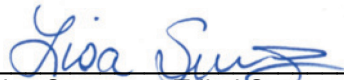
NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee, on behalf of the Nation, approves the Second Amendment to Guaranty, as of its stated effective date, including provisions of the Guaranty relating to governing law, waiver of sovereign immunity and dispute resolution to which the Nation previously agreed, and authorizes the Chair to execute the Second Amendment to Guaranty; and

BE IT FURTHER RESOLVED, that the Oneida Business Committee, on behalf of the Nation, approves the Reaffirmation of Guaranty, Amendment, Consent and Acknowledgement, as of its stated effective date, in the form attached to the Fourth Amendment to Business Loan Agreement, and authorizes the Chair to execute the Reaffirmation of Guaranty, Amendment, Consent and Acknowledgement; and

BE IT FINALLY RESOLVED, that the Original Guaranty, the Current Guaranty, and all amendments and reaffirmations thereof entered into by or on behalf of the Nation prior to the date hereof by, and the same hereby are, ratified, confirmed and approved.

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; 5 members were present at a meeting duly called, noticed and held on the 8th day of July, 2015; that the forgoing resolution was duly adopted at such meeting by a vote of 3 members for, 0 members against, and 1 members not voting; and that said resolution has not been rescinded or amended in any way.



Lisa Summers, Tribal Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."