

# 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.

## RESOLUTION 07-13-11-B

### Approving a Limited Waiver of Sovereign Immunity for the Pledge Agreement between the Oneida Trust Committee and the Northern Trust Company

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin (the "Tribe") 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, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council, and is at all time subject to the review powers of the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee is authorized to waive the Tribe's sovereign immunity from suit by a resolution pursuant to the Oneida Code of Laws, Chapter 14.5-1; and
- WHEREAS,** the Oneida Trust Committee is the Trustee of the Oneida Tribe of Indians of Wisconsin Elder, Education and General Welfare Trust (the "Trust"), established on March 18, 1977 and restated in a Trust Agreement dated as of April 3, 2009 between the Tribe and the Oneida Trust Committee; and
- WHEREAS,** Oneida Total Integrated Enterprises, LLC, a Nevada limited liability company that is wholly-owned by the Oneida Tribe of Indians of Wisconsin has requested that The Northern Trust Company issue an irrevocable letter of credit in the amount of \$2,000,000 for the benefit of Bond Safeguard Insurance Company and/or Lexon Insurance Company pursuant to the terms of a Letter of Credit and Reimbursement Agreement; and
- WHEREAS,** the Oneida Trust Committee has agreed to establish a collateral account identified as the Trust's account number 2697218, which account is maintained with The Northern Trust Company, as security for the payment and performance of all of its obligations pursuant to a Pledge Agreement between the Oneida Trust Committee as Trustee of the Trust and The Northern Trust Company; and
- WHEREAS,** Section 23 of the Pledge Agreement provides that the validity, construction and enforceability of the Pledge Agreement shall be governed by the laws of the state of Wisconsin; and
- WHEREAS,** Section 25 of the Pledge Agreement requires the Oneida Trust Committee to expressly and irrevocably waive its sovereign immunity (and any defenses based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) and consent to the jurisdiction of the courts of either the state of Illinois or of Wisconsin, or of the courts of the United States for the Northern District of Illinois or for the Eastern District of Wisconsin (in each case as may be selected by The Northern Trust Company); and
- WHEREAS,** Section 25(d) of the Pledge Agreement provides that the waiver of sovereign immunity and of the exhaustion of remedies and the consent to jurisdiction contained in that section are irrevocable and the pledger expressly waives (for the limited purposes of the Pledge Agreement and the transactions contemplated therein) any sovereign power that it may have to revoke such waivers and consent; and

**WHEREAS,** the Oneida Trust Committee has determined that its grant of the security interest pursuant to the Pledge Agreement (defined below) is a permitted investment under the terms of its Investment Policy.

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee hereby approves the Pledge Agreement to be entered into between the Oneida Trust Committee, as Trustee of the Trust, and The Northern Trust Company (the "Pledge Agreement").

**BE IT FURTHER RESOLVED,** that the Oneida Business Committee, as authorized under 14.5-1 of the Oneida Sovereign Immunity Ordinance, hereby approves the limited waiver of sovereign immunity to suit and legal proceedings, including arbitration, consents to the jurisdiction of the courts of the State of Illinois, the State of Wisconsin, and the courts of the United States for the Northern District of Illinois and the Eastern District of Wisconsin, and the Oneida Business Committee hereby waives any requirement for the exhaustion of remedies in the Oneida Tribal Judicial System or other forum of the Tribe and waives the defense of forum non convenience. This limited waiver of sovereign immunity is granted solely for the purpose of permitting enforcement of the Pledge Agreement and shall not extend to any other agreement or subject.

**BE IT FURTHER RESOLVED,** that the Business Committee hereby further approves and consents to the choice of the laws of the States of Illinois and Wisconsin and applicable federal law to govern and be used to construe the Pledge Agreement.

**BE IT FURTHER RESOLVED,** that the limited waiver of the sovereign power to revoke such waivers and consents set forth in the Pledge Agreement is valid, binding and enforceable in accordance with its terms.

**BE IT FINALLY RESOLVED,** that the Chairwoman, Vice Chairwoman, or Secretary of the Oneida Trust Committee (the "Authorized Persons") are hereby authorized to execute and deliver the Pledge Agreement in the name of and on behalf of the Oneida Trust Committee, with such modifications or changes thereto as are necessary or convenient and approved by the Authorized Persons (which approval shall be deemed conclusively given upon the Authorized Persons' execution and delivery thereof). The Authorized Persons and other officers and agents of the Tribe are hereby authorized to take such additional actions and execute and deliver such additional documents, certificates, consents or instruments as are necessary or desirable to effectuate the purposes of this resolution.

#### **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 13<sup>th</sup> day of July 2011; that the forgoing resolution was duly adopted at such meeting by a vote of 5 members for, 0 against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
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Patricia Hoeft, Tribal Secretary  
Oneida Business Committee

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




**CERTIFICATE OF SECRETARY  
ONEIDA TRIBE OF INDIANS OF WISCONSIN**

This Certificate is delivered pursuant to the Letter of Credit and Reimbursement Agreement (the "Agreement") between Oneida Total Integrated Enterprises, LLC, the Oneida Trust Committee as trustee of The Oneida Tribe of Indians of Wisconsin Elder, Education and General Welfare Trust and The Northern Trust Company dated July 15, 2011. The defined terms in the Agreement are used herein with the same meaning as specified in the Agreement.

The undersigned does hereby certify that:

1. I am the duly elected, qualified and acting Secretary of the Oneida Tribe of Indians of Wisconsin.
2. Attached hereto is a true and correct copy of Oneida Business Committee Resolution 07-13-11-B (Approving a Limited Waiver of Sovereign Immunity for the Pledge Agreement between the Oneida Trust Committee and The Northern Trust Company) duly adopted by the Oneida Business Committee on the date so indicated, and such resolution has not in any way been rescinded or amended and has been in full force and effect at all times since its adoption up to and including the date hereof and is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate in my official capacity as of  
July 15, 2011.

  
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Patricia Hoeft, Secretary