

Oneida Tribe of Indians of Wisconsin

BUSINESS COMMITTEE



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.

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RESOLUTION # 12-05-07-D

Second Amendment to Credit Agreement with Bank of America

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; 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 Tribe has entered into a Credit Agreement dated as of December 1, 2003 (as amended, the "Existing Credit Agreement"), and as amended by the First Amendment to Credit Agreement, dated as of November 30, 2005, with Bank of America, N.A., as a lender and as agent for certain other lenders, whereunder such lenders have made available to the Oneida Tribe certain revolving credit facilities on the aggregate amount of \$70,000,000; and

WHEREAS, the Oneida Tribe has requested that Bank of America, N.A., as a lender and as agent for certain other banks (in such capacity, the "Agent") and the party thereto (the "Lenders") agree to amend the language in a section of the Credit Agreement pertaining to the calculation of a "fixed charge coverage ratio," as defined in the Credit Agreement and amendments thereto; and

WHEREAS, there have been prepared and submitted to the Business Committee drafts of the following documents (collectively, the "Financing Documents") relating to the Extended Credit Facility:

1. Second Amendment to the Credit Agreement.

WHEREAS, the Oneida Tribe represents that all representations and warranties contained within the Credit Agreement, and any amendments thereto, are true, correct and complete in all respects as of the date hereof as though made on and as of such date, and that there will exist no Default or Event of Default under the Credit Agreement and as amended thereto; and

WHEREAS, the Oneida Tribe acknowledges and affirms that the Credit Agreement, Security Agreement, each as amended, is hereby ratified and confirmed in all respects and all terms, conditions and provisions contained therein, as amended, shall remain unmodified and in full force and effect; and

WHEREAS, the Oneida Tribe confirms that the Obligations are and continue to be secured by the security interest granted by the Oneida Tribe to the extent provided therein and as amended hereby, and all of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants and representations are incorporated herein by reference and are hereby ratified and affirmed in all respects; and

WHEREAS, the Oneida Tribe acknowledges that the Financing Documents reaffirm the waiver of the Oneida Tribe's sovereign immunity contained in the Credit Agreement for purposes of their enforcement.

NOW THEREFORE BE IT RESOLVED that the Second Amendment to the Financing Documents and the loan facilities reflected therein are hereby approved by the Oneida Business Committee.

BE IT FURTHER RESOLVED that the Secretary and the Treasurer of the Oneida Business Committee are hereby authorized and directed to execute and deliver the Financing Documents on behalf of the Oneida Tribe of Indians of Wisconsin, in substantially the form heretofore provided to this Business Committee with such changes thereto as the Secretary and the Treasurer in their discretion, upon the advice of the Tribal Attorney and Chief Financial Officer shall approve, and to execute and deliver on behalf of the Oneida Tribe such additional instruments and certifications as may be necessary and appropriate in order to implement this Resolution and to evidence or secure the Credit Agreement, as amended by the Financing Documents, the Secretary's and the Treasurer's execution and delivery of any document or additional instrument or certification being conclusive evidence of their approval thereof in accordance with this Resolution.

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 Financing Documents in the manner provided therein without further action of this Business Committee.

BE IT FURTHER RESOLVED, it is hereby acknowledged that each and every note, pledge agreement, collateral agreement, and other instrument made pursuant to the foregoing Resolutions is and will be made and given for the business purposes of the Oneida Tribe.

BE IT FINALLY RESOLVED, the Secretary of the Oneida Business Committee shall certify to the Lenders the names and signatures of the persons who presently are duly elected, qualified and acting as the officers authorized to act under the foregoing Resolutions, 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 Lenders the names and signatures of the persons then authorized to sign or to act, the 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 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

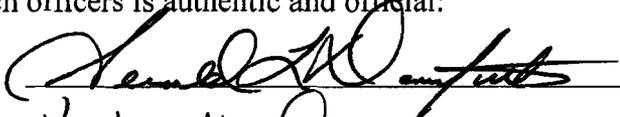
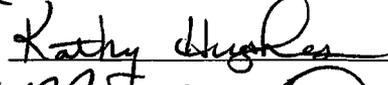
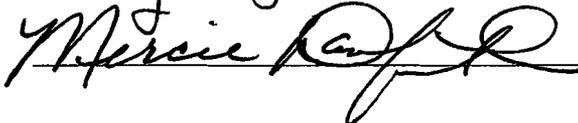
or not properly used) or any officer whose name and signature was so certified, or refusing to honor any signatures or authority not so certified.

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. 7 Members were present at a meeting duly called, noticed and held on the 5th day of December, 2007; that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for; 0 members against; 0 member not voting; and that said resolution has not been rescinded or amended in any way.

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 August 1, 2008, said date being the expiration date of the terms of said elected officers, and that the signatures appearing opposite the name of each of such officers is authentic and official:

<u>Gerald Danforth, Chairman</u>	
<u>Kathy Hughes, Vice Chair</u>	
<u>Mercie Danforth, Treasurer</u>	

I further certify that there has been no amendment to the Constitution of the Oneida Tribe and the Bylaws of the Oneida Tribe, together with all amendments therein adopted to the date hereof, if any, since true and accurate copies of the same were previously delivered to the Administrative Agent, and each is in full force and effect on the date hereof.



Patricia Hoeft, Tribal Secretary
Oneida Business Committee