

## **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 Nation, hereinafter referred to as "Oneida Nation", confers on the Corporation all the rights, privileges, and immunities existing under federal and Oneida Nation laws.

### **ARTICLE 2 - AUTHORITY**

The Oneida Business Committee grants this Charter pursuant to Article IV, Section I(g) of the Constitution and By-Laws of the Oneida Nation, and pursuant to the exercise of the sovereign rights, future and reserved, of the Oneida Nation by Article IV, Section 2 and of the Constitution and By-Laws of the Oneida Nation.

### **ARTICLE 3 - DURATION**

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

### **ARTICLE 4 - JURISDICTION**

The Corporation is created under and is subjected to the jurisdiction, laws, and ordinances of the Oneida Nation. The actions hereby taken by the Oneida Business Committee and the Oneida General Tribal Council expressly reserve to the Oneida Nation 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 Nation'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 Agent 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 the Thornberry Creek Golf at Oneida 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 Nation as adopted by the Oneida Business Committee or the General Tribal Council.
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 Nation may

- only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida Nation 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 trust or restricted real property of the Oneida Nation shall be and remain in its trust or restricted status. Real property transactions within the reservation boundaries of the Oneida Nation may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida Nation 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 Nation may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida Nation 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 sue and be sued in its Corporate name to the extent allowed by law provided, however, this provision does not constitute a waiver of sovereign immunity enjoyed by the Corporation. The Corporation is hereby authorized by action of the Agent to waive immunity from suit. Any recovery against the Corporation shall be limited to the assets of the Corporation and neither the Oneida Nation, 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 an Agent appointed by the Oneida Business Committee.
2. The Agent 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, and for the usual and ordinary duties of oversight of performance, direction, and advice to management traditionally performed by a Board of Directors.
3. The Agent 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.

4. Compensation of the Agent shall be determined by the Oneida Business Committee.

#### **ARTICLE 8 – ASSETS**

Subject to the legal and contractual rights of others, including the Oneida Nation, 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 Nation 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 AGENT 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 Nation 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 Nation 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 Nation on an annual basis.

#### **ARTICLE 11 - REPORTS**

The Agent shall file reports with the Oneida Business Committee and General Tribal Council in accordance with this Article. Reports shall be prepared to coincide with the Annual and Semi-Annual meeting of General Tribal Council, with quarterly reports to the Oneida Business Committee or as required by the Oneida Business Committee as the representative of the Owner of the corporation.

##### 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.
  - f. 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.
  - g. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same.
  - h. Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies.
  - i. 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.
  - j. 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.).
  - k. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.
  - l. 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 and Semi-Annual meeting of General Tribal Council held in January and July of each year.
- (D) Narrative Report Access: The Narrative report is one submitted to the Oneida Business Committee and General Tribal Council. It is considered a public report and shall be made available to the public through the Business Committee Support Office and/or the Oneida Nation website or other available means.

## 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 of the owner of the Corporation.

- (D) Financial Reports are subject to an annual audit by auditors from the Oneida Nation or by third party auditors as hired by the Oneida Nation 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 Nation, to be retained by the Business Committee Support Office. Financial reports are accessible only to those authorized officers, officials and personnel of the Oneida Nation with a legal or legitimate need to know such report information. They may be disclosed with permission of the Agent and/or the Owner for economic solicitation purposes or as demanded by the Owner.

### 3. Disclosure Report

- (A) Disclosure Report Defined. Disclosure reports financial and familial relationships and connections between the Corporation and other entities, as well as the Agent 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 of the Agent, 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 the Oneida Nation 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) and the Corporation, including the purpose of the mutual enterprise, legal relationship, or other connection between the Corporation, its Agent 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 designated Agent, turnover of 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 Nation, to be retained by the Business Committee Support Office. Disclosure reports are submitted to the Oneida Business Committee and accessible only to those authorized officers,

officials and personnel of the Oneida Nation with a legal or legitimate need to know such report information.

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

#### **ARTICLE 13 AMENDMENTS**

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

---

BC-01-14-2009-H Oneida Golf Enterprise Charter.

BC-03-25-2009-C Amending the Corporate Charter of Oneida Golf Enterprise Corporation

BC-01-26-2011-D Amending the Corporate Charter for Oneida Golf Enterprise Corporation. This resolution as adopted on 1/26/2011 incorrectly references Article IV. The resolution should have correctly stated Article 11. The Secretary's office has been made aware of this error and will take action to correctly state the intent of the amendment. This revision shows the intent of said amendment.

BC-04-15-13-A Temporary Amendments to Corporate Charter of Oneida Golf Enterprise to Dissolve Board of Directors and Appoint an Agent.

BC-02-08-19-A Revised and Amended Corporate Charter of the Oneida Golf Enterprise