

Oneida Nation

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Oneida, WI 54155

BC Resolution # 01-11-23-E

Acknowledging the Authority of Oneida ESC Group, LLC, and its Subsidiaries, to Waive Sovereign Immunity for the Purpose of Entering into an Agreement of Indemnity and Capital Retention Agreement With Euler Hermes North America Insurance Company

- WHEREAS,** the Oneida Nation 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 Nation; 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,** Oneida Business Committee adopted resolution # BC-03-14-12-C authorized Oneida ESC Group, LLC (OESC), to be organized under the laws of the State of Nevada as a limited liability company, to perform environmental engineering, science and construction management services; and to create any subsidiaries to further the business interests and purposes of OESC; and
- WHEREAS,** Oneida Business Committee resolution # BC-03-14-12-C also established the OESC Board of Managers, and approved the Operating Agreement between the Oneida Nation and OESC that sets forth the rights, responsibilities and obligations of the Board of Managers in Article III; and
- WHEREAS,** OESC created subsidiaries Mission Support Services, LLC (MS2), Oneida Total Integrated Enterprises, LLC (OTIE), Sustainment & Restoration Services, LLC (SRS), and Oneida Engineering Solutions, LLC (OES), organized under the laws of the State of Nevada and Wisconsin as limited liability companies, and that have each entered into Operating Agreements that set forth the rights, responsibilities and obligations of their Boards of Managers; and
- WHEREAS,** Section 10.9 of the OESC Operating Agreement delegates to OESC the authority to waive sovereign immunity by resolution adopted by the OESC Board of Managers, provided the waiver is not general but is specific and limited as to duration, grantee, transaction, property or funds subject to the waiver, venue and jurisdiction, and applicable law; and
- WHEREAS,** Section 10.9 of the MS2 Operating Agreement delegates to MS2 the authority to waive sovereign immunity by resolution adopted by the MS2 Board of Managers, provided the waiver is not general but is specific and limited as to duration, grantee, transaction, property or funds subject to the waiver, venue and jurisdiction, and applicable law; and

- WHEREAS,** Section 10.9 of the OTIE Operating Agreement delegates to OTIE the authority to waive sovereign immunity by resolution adopted by the OTIE Board of Managers, provided the waiver is not general but is specific and limited as to duration, grantee, transaction, property or funds subject to the waiver, venue and jurisdiction, and applicable law; and
- WHEREAS,** Section 10.9 of the SRS Operating Agreement delegates to SRS the authority to waive sovereign immunity by resolution adopted by the SRS Board of Managers, provided the waiver is not general but is specific and limited as to duration, grantee, transaction, property or funds subject to the waiver, venue and jurisdiction, and applicable law; and
- WHEREAS,** Section 10.9 of the OES Operating Agreement delegates to OES the authority to waive sovereign immunity by resolution adopted by the OES Board of Managers, provided the waiver is not general but is specific and limited as to duration, grantee, transaction, property or funds subject to the waiver, venue and jurisdiction, and applicable law; and
- WHEREAS,** pursuant to Section 10.9 of the OESC Operating Agreement, the OESC Board of Managers may adopt a resolution that waives the sovereign immunity of OESC for purposes of entering into enforceable agreements and executing any documents and taking necessary actions to effectuate the intent of such agreements; and
- WHEREAS,** pursuant to Section 10.9 of the MS2 Operating Agreement, the MS2 Board of Managers may adopt a resolution that waives the sovereign immunity of MS2 for purposes of entering into enforceable agreements and executing any documents and taking necessary actions to effectuate the intent of such agreements; and
- WHEREAS,** pursuant to Section 10.9 of the OTIE Operating Agreement, the OTIE Board of Managers may adopt a resolution that waives the sovereign immunity of OTIE for purposes of entering into enforceable agreements and executing any documents and taking necessary actions to effectuate the intent of such agreements; and
- WHEREAS,** pursuant to Section 10.9 of the SRS Operating Agreement, the SRS Board of Managers may adopt a resolution that waives the sovereign immunity of SRS for purposes of entering into enforceable agreements and executing any documents and taking necessary actions to effectuate the intent of such agreements; and
- WHEREAS,** pursuant to Section 10.9 of the OES Operating Agreement, the OES Board of Managers may adopt a resolution that waives the sovereign immunity of OES for purposes of entering into enforceable agreements and executing any documents and taking necessary actions to effectuate the intent of such agreements; and
- WHEREAS,** OESC, MS2, OTIE, SRS, and OES desire to each enter into an Agreement of Indemnity and Capital Retention Agreement with Euler Hermes North America Insurance Company for the purpose of on ongoing surety program to fulfill construction and government contract obligations; and
- WHEREAS,** the OESC Board of Managers has duly adopted a resolution to waive the sovereign immunity of Oneida ESC Group, LLC, for the specific and limited purpose of entering into an enforceable Agreement of Indemnity and Capital Retention Agreement with Euler Hermes North America Insurance Company; and

WHEREAS, the MS2 Board of Managers has duly adopted a resolution to waive the sovereign immunity of Mission Support Services, LLC, for the specific and limited purpose of entering into an enforceable Agreement of Indemnity and Capital Retention Agreement with Euler Hermes North America Insurance Company; and

WHEREAS, the OTIE Board of Managers has duly adopted a resolution to waive the sovereign immunity of Oneida Total Integrated Enterprises, LLC, for the specific and limited purpose of entering into an enforceable Agreement of Indemnity and Capital Retention Agreement with Euler Hermes North America Insurance Company; and

WHEREAS, the SRS Board of Managers has duly adopted a resolution to waive the sovereign immunity of Sustainment & Restoration Services, LLC; for the specific and limited purpose of entering into an enforceable Agreement of Indemnity and Capital Retention Agreement with Euler Hermes North America Insurance Company; and

WHEREAS, the OES Board of Managers has duly adopted a resolution to waive the sovereign immunity of Oneida Engineering Solutions, LLC, for the specific and limited purpose of entering into an enforceable Agreement of Indemnity and Capital Retention Agreement with Euler Hermes North America Insurance Company; and

WHEREAS, Euler Hermes North America Insurance Company desires an acknowledgment and affirmation of OESC, MS2, OTIE, SRS and OES authority to waive sovereign immunity for the specific and limited purpose of ensuring its enforceable rights and remedies respectively against OESC, MS2, OTIE, SRS and OES under the terms of the Agreement of Indemnity and Capital Retention Agreement.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee does hereby acknowledge and affirm the authority of the Oneida ESC Group, LLC, Board of Managers to waive the sovereign immunity of Oneida ESC Group, LLC, under Section 10.9 of its Operating Agreement in favor of Euler Hermes North America Insurance Company pursuant to the terms and conditions set forth in the Agreement of Indemnity and the Capital Retention Agreement.

BE IT FURTHER RESOLVED, that the Oneida Business Committee does hereby acknowledge and affirm the authority of the Mission Support Services, LLC, Board of Managers to waive the sovereign immunity of Mission Support Services, LLC, under Section 10.9 of its Operating Agreements in favor of Euler Hermes North America Insurance Company pursuant to the terms and conditions set forth in the Agreement of Indemnity and the Capital Retention Agreement.

BE IT FURTHER RESOLVED, that the Oneida Business Committee does hereby acknowledge and affirm the authority of the Oneida Total Integrated Enterprises, LLC, Board of Managers to waive the sovereign immunity of Oneida Total Integrated Enterprises, LLC, under Section 10.9 of its Operating Agreements in favor of Euler Hermes North America Insurance Company pursuant to the terms and conditions set forth in the Agreement of Indemnity and the Capital Retention Agreement.

BE IT FURTHER RESOLVED, that the Oneida Business Committee does hereby acknowledge and affirm the authority of the Sustainment & Restoration Services, LLC, Board of Managers to waive the sovereign immunity of Sustainment & Restoration Services, LLC, under Section 10.9 of its Operating Agreements in favor of Euler Hermes North America Insurance Company pursuant to the terms and conditions set forth in the Agreement of Indemnity and the Capital Retention Agreement.

BE IT FURTHER RESOLVED, that the Oneida Business Committee does hereby acknowledge and affirm the authority of the Oneida Engineering Solutions, LLC, Board of Managers to waive the sovereign immunity of Oneida Engineering Solutions, LLC, under Section 10.9 of its Operating Agreements in favor of Euler Hermes North America Insurance Company pursuant to the terms and conditions set forth in the Agreement of Indemnity and the Capital Retention Agreement.

BE IT FURTHER RESOLVED, that the Oneida Business Committee acknowledges and affirms that the Oneida ESC Group, LLC, Board of Managers; the Mission Support Services, LLC, Board of Managers; the Oneida Total Integrated Enterprises, LLC, Board of Managers; the Sustainment & Restoration Services, LLC, Board of Managers; and the Oneida Engineering Solutions, LLC, Board of Managers, have each respectively exercised their authority under Section 10.9 of their respective Operating Agreements by each duly adopting a resolution to waive sovereign immunity of its respective company for the purpose of entering into an Agreement of Indemnity and Capital Retention Agreement.

BE IT FURTHER RESOLVED, that the Oneida Business Committee hereby acknowledges and affirms that the Oneida ESC Group, LLC, Board of Managers; the Mission Support Services, LLC, Board of Managers; the Oneida Total Integrated Enterprises, LLC, Board of Managers; the Sustainment & Restoration Services, LLC, Board of Managers; and the Oneida Engineering Solutions, LLC, Board of Managers, each attached hereto, respectively waive sovereign immunity in favor of Euler Hermes North America Insurance Company are valid, binding, and enforceable respectively against each company, and each waiver is granted solely for the specific and limited purpose of permitting enforcement of the surety's rights, remedies and relief according to the terms and conditions set forth in said Agreements, and that each waiver shall not extend to any other agreement or subject.

BE IT FURTHER RESOLVED, that the Oneida Business Committee hereby extends the acknowledgments and affirmations of this Resolution to any future subsidiaries that may be created under the authority of the Oneida ESC Group, LLC, Board of Managers, and which subsidiaries may participate in the ongoing surety program hereunder.

BE IT FINALLY RESOLVED, that this Resolution does not constitute and shall not be construed as a waiver of sovereign immunity of the Oneida Nation.

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 11th day of January, 2023; that the forgoing resolution was duly adopted at such meeting by a vote of 5 members for, 0 members against, and 0 members not voting*; and that said resolution has not been rescinded or amended in any way.



Lisa Liggins, Secretary
Oneida Business Committee

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