

Oneida Nation

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Oneida, WI 54155

BC Resolution # 09-25-19-H Confirming Guaranty Commitment for OESC and Affiliates

- 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,** 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,** the Oneida Business Committee, on March 14, 2012, approved the formation of Oneida ESC Group, LLC ("OESC"); and
- WHEREAS,** effective as of December 15, 2016, the ownership of OTIE was changed such that OTIE became a direct wholly-owned subsidiary of OESC; and
- WHEREAS,** Mission Support Services, LLC ("MS2"), Sustainment and Restoration Services, LLC ("SRS") and Oneida Engineering Solutions, LLC ("OES") are direct wholly-owned subsidiaries of OESC; and
- WHEREAS,** General Mechanical Corporation ("GMC") is a direct wholly-owned subsidiary of MS2; and
- WHEREAS,** MS2 and SRS have acquired 8(a) certification under the Small Business Administration; and
- WHEREAS,** OTIE, OESC, MS2, SRS, OES and GMC (collectively, the "Borrowers") have entered into negotiations with BMO Harris Bank N.A. ("BMO") to restate the outstanding line of credit provided by BMO to the Borrowers pursuant to a Credit Agreement to be entered into between the Borrowers and BMO (the "Credit Agreement"), which will provide for a \$5,000,000 revolving line of credit to the Borrowers; and
- WHEREAS,** in order to induce BMO to enter into the Credit Agreement with the Borrowers, the Oneida Business Committee, on behalf of the Nation, has deemed it advisable and in the best interests of the Nation to guarantee the obligations of the Borrowers under the Credit Agreement pursuant to the terms of a Guaranty, in substantially the form presented to the Oneida Business Committee (the "Guaranty"), providing for (1) that the Nation keep

\$5,000,000 in cash on-hand, (2) that Wisconsin law will apply to the Guaranty, and (3) a limited waiver of the Nation's sovereign immunity to permit BMO to enforce the Guaranty in Wisconsin courts; and

WHEREAS, the limited waiver of sovereign immunity included in the Guaranty conforms with the requirements of Oneida Code of Laws, Chapter 112 (Sovereign Immunity);

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee, on behalf of the Nation, approves the Guaranty, including provisions of the Guaranty relating to governing law, waiver of sovereign immunity and dispute resolution, and authorizes the Chair to execute the Guaranty; and

BE IT FURTHER RESOLVED, that the Oneida Business Committee, on behalf of the Nation, approves the Guaranty in substantially the form attached hereto, and authorizes the Chair to execute the Guaranty; and

BE IT FINALLY RESOLVED, that the Guaranty is hereby 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; 7 members were present at a meeting duly called, noticed and held on the 25th day of September, 2019; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members not voting*; and that said resolution has not been rescinded or amended in any way.



Lisa Summers, Secretary
Oneida Business Committee

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