

RESOLUTION 5
OFFER TO AMEND LOAN AND GRANT AGREEMENT
(AMENDMENT NO. 1)

Project No. 06-1-00640
Date Feb. 14, 1969

WHEREAS, in connection with the aforesaid project, the United States of America, Dept. of Commerce, Economic Development Administration, (herein the 'Government'), entered into a Loan and Grant Agreement (herein the 'Agreement'), with the Oneida Tribe of Indians, Brown County, Oneida, Wisconsin, (herein the 'Borrower'), on June 19, 1968; and

WHEREAS, the Borrower has requested certain changes in said agreement; and

WHEREAS, it is in the best interest of the Government and the Borrower to amend the Agreement and to provide for such changes and revisions as are deemed necessary,

NOW THEREFORE, for and in consideration of the mutual benefits flowing to the Government and the Borrower, the Government hereby offers to amend the Agreement as follows:

Delete Special Conditions 2, Exhibit 'A', and substitute in lieu thereof the following:

'The Borrower shall execute and deliver to the Government a negotiable Promissory Note in the amount of \$48,000.00 bearing interest at the rate of four and one-fourth percent per annum. Said Note shall be secured by an assignment of the rental income of the Oneida Tribe of Indians of Wisconsin of Wisconsin Industrial Park operated by the Oneida Tribe of Indians of Wisconsin. As additional security for this loan, the Borrower will assign \$48,000 to repay the loan from the Economic Development Administration from the 15% set aside for Reservation Improvements from Judgment Claim Award, dated August 11, 1964, by the Indian Claim Commission. Beginning one month after the date of the note and continuing monthly until and including the 60th month following the date, the Borrower shall pay interest of \$170.00 each month. Beginning with the 61st month following the date, and until and including the 240th month following the date, a monthly payment of interest and principal of \$361.09 shall be due. Each payment shall be credited against interest due and the balance, if any, shall be credited against the principal. On any regular payment date, advance payments of principal may be made without penalty, but such advance shall be credited against the final maturing installments.'

All other terms and provisions set forth in the Loan and Grant Agreement shall remain in full force and effect.

Passed Feb. 17, 1969