

# Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



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



RESOLUTION # 7-29-93-10

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 of Indians of Wisconsin has established the Oneida Utilities Commission as an instrumentality of the Tribe for the purpose of the acquisition, construction, refurbishing, equipping and renovation of certain governmental purpose facilities, including tribal school facilities, parking facilities and improvements, and to provide for the financing of the costs thereof within the boundaries of the Oneida Indian Reservation; and

WHEREAS, the Oneida Utilities Commission will finance the public facilities and improvements by the issuance of revenue bonds; and

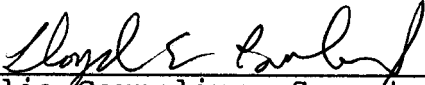
WHEREAS, as a condition of the issuance of the revenue bonds, and to enhance the marketability, the Oneida Tribe has agreed to guarantee full and prompt payment of all principle of and interest and redemption premiums, if any, on the bonds when and as the same shall become due and payable, whether at maturity or upon early redemption and payment.

NOW THEREFORE BE IT RESOLVED that the Oneida Business Committee, in session assembled, hereby approves the attached Guaranty dated as of July 1, 1993, by the Oneida Tribe of Indians of Wisconsin attached hereto and incorporated by reference into this resolution.

BE IT FURTHER RESOLVED that the Chairman and Treasurer of the Oneida Tribe of Indians of Wisconsin are hereby authorized to execute the Guaranty on behalf of the Oneida Tribe of Indians of Wisconsin.

Certification

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of nine (9) members of whom 5 members constituting a quorum were present at a meeting duly called, noticed and held on the 29<sup>th</sup> day of July, 1993; that the foregoing resolution was duly adopted at such meeting by a vote of 4 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
\_\_\_\_\_  
Amelia Cornelius, Secretary  
Oneida Business Committee

## GUARANTY

THIS GUARANTY, dated as of July 1, 1993, executed by the ONEIDA TRIBE OF INDIANS OF WISCONSIN, a federally recognized Indian Government and Treaty Tribe organized under Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. §476 (the "Tribe") and in favor of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, as trustee (the "Trustee") under that certain Trust Indenture hereinafter described;

### W I T N E S S E T H:

(1) WHEREAS, the Tribe has established the Oneida Utilities Commission (the "Commission") as an instrumentality of the Tribe for the purpose of the acquisition, construction, refurbishing, equipping and renovation of certain governmental purpose facilities, including school facilities, parking facilities and improvements, and to provide for the financing of the costs thereof (the "Project") within the boundaries of the Tribe's Reservation; and

(2) WHEREAS, under and pursuant to the Trust Indenture dated as of July 1, 1993 (the "Trust Indenture") entered into by and between the Commission and the Trustee, there has been created, authorized, issued and delivered a series of lease revenue bonds of the Commission designated as "Oneida Utilities Commission (An Instrumentality of the Oneida Tribe of Indians of Wisconsin) Governmental Facilities Lease Revenue Bonds (General Fund Lease Obligations for Various Tribal Public Facilities) Series 1993" (the "Bonds"), the proceeds of which shall be used to finance a part of the costs of the Project; and

(3) WHEREAS, as a condition of the issuance of the Bonds and to enhance the marketability thereof, the Tribe has agreed to and has authorized the execution and delivery of this Guaranty; and

(4) WHEREAS, the issuance of the Bonds by the Commission, the financing of the Project by the Commission and the leasing of the Project by the Tribe will give rise to substantial economic and other benefits to the Tribe, will further the governmental interests of the Tribe under the Loan Agreement with the Commission (the "Loan Agreement") in providing educational services and benefits to its school children and in providing adequate public parking for tourists, visitors and patrons of tribal enterprises, and will further the health and welfare of the residents of the Reservation, and the Tribe desires to facilitate the issuance of the Bonds and the leasing of the Project by directly guaranteeing the payment of principal of and interest on the Bonds as set forth more fully herein; and

NOW, THEREFORE, in consideration of the issuance and delivery of the Bonds by the Commission, the financing of the Project by the Commission on behalf of and for the Tribe and the leasing of the Project by the Commission to the Tribe, the Tribe hereby agrees as follows:

**Section 1. Guaranty.** The Tribe hereby unconditionally guarantees to the Trustee, for and on behalf of the Commission and the Owners of the Bonds Outstanding from time to time under the Trust Indenture, the full and prompt payment of all principal of and interest and redemption premiums, if any, on the Bonds when and as the same shall become due and payable, whether at maturity or upon early redemption and payment. All such payments by the Tribe shall be paid in lawful money of the United States of America to the Trustee. Each and every default in the payment of the principal of or interest, if any, on the Bonds shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

**Section 2. Rights of Trustee.** The Tribe covenants that if default is made in the payment of any installment of principal of or interest, if any, on the Bonds when such principal or interest, if any, becomes due, the Tribe will, upon demand, pay to the Trustee, the amount then due and payable on the Bonds for principal and interest, if any, with interest upon the overdue principal and, to the extent that payment of such interest shall be legally enforceable, upon overdue installments of interest, if any, at the rate borne by the Bonds.

**Section 3. Pledge of Full Faith and Credit.** For the full, prompt and punctual payment of all principal of, redemption premium, if any, and interest on the Bonds, the Tribe has pledged and does hereby pledge its full faith and credit (but no form of any of its taxing power) and the obligation of the Tribe to make such payments shall constitute a general obligation of the Tribe to which it pledges its full faith and credit, but not its taxing powers.

**Section 4. Sovereign Immunity Provisions.** The Tribe hereby covenants and agrees that, so long as the Bonds shall remain unpaid:

(a) to the extent it may lawfully do so, the Tribe shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time thereafter in force that may affect the covenants and agreements contained in this Guaranty, and all benefit or advantage of any such law or laws is hereby expressly waived by the Tribe to the extent permitted by law, including the Constitution of the Tribe providing for the establishment of the Tribe and for conferral of certain powers on the Tribe. The Tribe shall not assert or claim, and hereby covenants not to assert or claim, sovereign immunity from any suit or other action that may be brought upon or under this Guaranty, or to certain protections under federal law, and submits to the jurisdiction of the courts of the State of Wisconsin and the federal courts located therein with respect to any such suit or action, all as and to the extent set forth herein and in the Constitution and bylaws of the Tribe.

(b) the Tribe will not create or invoke the jurisdiction of a Tribal Court of the Tribe in any manner or proceeding,

the express purpose of which would be to invalidate this Guaranty or any other Bond Documents and, for as long as the Bonds shall remain Outstanding and unpaid hereunder, the Tribe will not seek or otherwise pursue the establishment of a Tribal Court, the sole purpose of which would be to establish or assume jurisdiction over this Guaranty or any of the provisions or matters set forth herein.

(c) the parties hereto understand that the particular assets of the Tribe against which any judgement in any such action may be enforced, under this Guaranty shall be limited to (A) the Project; (B) the Trust Estate (as defined in the Indenture) created in the Trust Indenture; (C) the right to remove any removable assets or portion of the Trust Estate from the site of the Project, including any necessary rights of access thereto; (D) any Revenues (as defined in the Indenture) or other securities or assets comprising the Trust Estate which shall have been transferred to the Issuer or the Tribe in violation of the provisions of the Indenture; and (E) enforcement of the pledge of the full faith and credit of the Tribe to the making of the Base Lease Payments under the Lease Agreement and to the making of prompt payments of debt service on the Bonds as provided in the Trust Indenture and in this Guaranty, respectively. In the event of any such judgment, the Tribe shall enter into any agreement or other document with the Commission, the Trustee, or any entity designated by any of them to act on behalf of the Registered Owners of the Bonds in order to permit the removal of any movable assets comprising the Project for the benefit of the Registered Owners.

(d) notwithstanding the preceding subparagraphs (a), (b) and (c), the Tribe and the Commission intend by these provisions to agree and to honor a specific, limited waiver of their sovereign immunity rights and privileges as noted herein, subject to a possible court ordered monetary damage award not to exceed the amount of the Bonds, plus accrued interest, plus reasonable collection costs, but in all other respects, to maintain their sovereign immunity as provided by the statutory laws and common laws of the United States of America.

IN WITNESS WHEREOF, the Tribe has caused this Guaranty to be executed by its duly authorized officers and to be delivered as of the date and in the year first above written.

ONEIDA TRIBE OF INDIANS OF  
WISCONSIN

By: Deborah Doxtator  
Its: Vice-Chairperson

And: Loretta V. Metzger  
Its: Treasurer