

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: (414) 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 # 2-5-97C

- 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 has requested that Bank of America Illinois (the "Bank"), as a bank and as agent for such other banks as may participate in the extensions of credit described herein, make available to the Oneida Tribe two reducing revolving credit facilities in the respective amounts of \$20,000,000.00 and \$40,000,000.00, (the "Facilities"), which Facilities would be available to the Oneida Tribe for general business purposes, including investment in Airadigm Communications, Inc.; and
- WHEREAS, in connection with the establishment of the Facilities and the collateral requirements thereof, the Oneida Tribe wishes to establish a depository account with the Bank;

NOW THEREFORE BE IT RESOLVED that the Bank is designated as a depository of funds of the Oneida Tribe effective upon the deposit of funds into such account, and that any officer of the Tribe is authorized to open and maintain this account or other accounts with the Bank and to endorse and deposit with the Bank checks and orders for the payment of money.

FURTHER RESOLVED that any 2 officers of the Oneida Tribe, or any individual(s) authorized by resolution of the Oneida Business Committee, in accordance with such terms and/or limitations as may be prescribed by the Oneida Business Committee, may

- (i) Sign checks and other orders for the payment of money from such account;
- (ii) initiate transactions resulting in credits or debits to such account in any manner authorized by the Bank, including by means or oral instruction, code, card or other device by or through an electronic terminal, telephone, telex, facsimile transmission, wire, computer, magnetic or other tape or any other form of funds transfer facility;
- (iii) endorse checks and other instruments for deposit in such account or for collection by the Bank or for negotiation;

(iv) identify, approve, endorse and guarantee the endorsement of any payee or endorser on any check or drafts, whether drawn by the Oneida Tribe or anyone else, and to guarantee payment of such items and to delegate to others this authority; and

That any instruction made by telephone, electronic terminal, telex, facsimile transmission, wire, computer, magnetic or other tape or any other oral instruction or any such request from anyone identifying himself or herself as a person authorized by this Resolution to make such instructions may be relied upon by the Bank. The Oneida Tribe agrees to indemnify and hold harmless the Bank from and against any and all losses, claims, damages, liabilities and expenses (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by third parties concerning any such instruction except this indemnity does not apply to the gross negligence or intentional misconduct of the Bank. This obligations will continue after the Bank account relationship is terminated.

FURTHER RESOLVED that the Bank may honor, pay and charge to any account of the Oneida Tribe all checks and other orders for the payment of money without inquiring as to the circumstances of their issue or the disposition of their proceeds, whether the checks be payable to the order of, or endorsed or negotiated by, any officer or person signing them, or any of said officers or persons in their individual capacities, and whether they are deposited to the individual credit of or tendered in payment of the individual obligations of any officer or person signing them.

FURTHER RESOLVED that the Oneida Tribe hereby agrees to the terms and conditions of those Checking Account and Funds Transfer agreements providing for the operation of the account and setting forth certain rights and responsibilities of the parties with respect to such account, a copy of which agreements together with appropriate funds availability disclosures and endorsement standards, has been presented to the Oneida Tribe.

FURTHER RESOLVED that the Bank is authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the Oneida Tribe's name, including those drawn to the individual order of any person or persons whose name appears thereon as signer or signers thereof, when bearing or purporting to bear the facsimile signature(s) of any 2 officer(s) of the Oneida Tribe, or those individuals designated by resolution of the Oneida Business Committee, in accordance with such terms and/or limitations as shall be prescribed by the Oneida Business Committee, regardless of by whom or by what means the facsimile signature(s) may have been affixed to such checks, drafts or other orders, if such facsimile signature(s) resemble(s) the facsimile signature used by the Oneida Tribe. Bank shall be entitled to honor such checks, drafts or other orders for payment of money and to charge the Oneida Tribe's account for them, even if the size, color or style of the check, draft or other order for the payment of money, or the size, color or style of the facsimile signature is different from that of the check, draft or other order for the payment of money or the facsimile signature used by the Oneida Tribe. The Oneida Tribe agrees to compensate the Bank for all losses, claims, damages, or expenses, including reasonable attorney's fees, that result from the Bank's payment of a withdrawal bearing a facsimile that resembles the Oneida Tribe's signature or facsimile that Bank believes the Oneida Tribe authorized.

FURTHER RESOLVED that any 2 officer(s) of the Oneida Tribe, or any individual(s) authorized by resolution of the Oneida Business Committee, is/are authorized on behalf of the Oneida Tribe, in accordance with such terms and/or limitations as shall be prescribed by the Oneida Business Committee, to:

- (i) borrow money, purchase letters of credit, obtain acceptance financing and incur liabilities for and in the name of the Oneida Tribe;
- (ii) sell or discount notes and accounts receivable;
- (iii) enter into, make, sign, accept and deliver to the Bank, notes, drafts, acceptances, letter of credit applications, agreements and other obligations of the Oneida Tribe, for such amounts, for such time, at such rate of interest or discount, and containing such other terms and provisions as shall seem proper to the person(s) executing such instruments and agreements, such execution to be conclusive evidence that such person(s) deem(s) all of the terms and provisions to be proper;
- (iv) receive and receipt for and to sign orders and issue instructions for the handling and delivery of the proceeds of notes and other obligations; and
- (v) secure any obligations of the Oneida Tribe to the Bank, whether direct or contingent, now or hereafter owing, by pledging, endorsing, assigning, mortgaging or granting a security interest in or lien on, any and all property, real and personal, which the Oneida Tribe at any time owns or otherwise has an interest in, and to execute and deliver to the Bank agreements concerning such security containing such terms and provision and such collateral powers as shall seem proper to the person(s) executing such agreements, such execution to be conclusive evidence that such person(s) deem(s) all of the terms and provisions to be proper.

FURTHER RESOLVED that any request for a loan, advance or other financial accommodation may be made by telephone, telex, telecopier or other mode of communication, and the Oneida Tribe agrees that the Bank may act on any such request from, and rely on any instructions of, anyone identifying himself or herself as a person authorized by this Resolution to borrow money or obtain any other financial accommodation on behalf of the Oneida Tribe. The Oneida Tribe agrees to indemnify and hold harmless the Bank from and against any and all losses, claims, damages, liabilities and expenses (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by third parties concerning any such request or instruction except this does not apply to the gross negligence or intentional misconduct of the Bank. This obligation will continue after the credit is terminated.

FURTHER RESOLVED that any 2 officer(s) of the Oneida Tribe, or any individual(s) authorized by resolution of the Oneida Business Committee, in accordance with such terms and/or limitations as may be prescribed by the Oneida Business Committee, is/are authorized on behalf of the Oneida Tribe, to transact any other business with or through the Bank on such terms as such persons may deem advisable, including the power to execute agreements for informational, transactional and other commercial support services, including foreign exchange, safekeeping, cash management, lockbox, wire transfer, data processing, risk management, investments, trusts, automated funds transfer or any other similar type service; to buy, sell, exchange or transfer bonds, stocks and other securities; to identify and guarantee assignments, transfers and endorsements for transfer on bonds, stocks, participation and other certificates and to guarantee signatures on bond and stock powers of attorney.

FURTHER RESOLVED that the Bank may rely upon this Resolution until formally advised by a certificate of any change in this Resolution, and is authorized to rely on any such additional certificates, provided that any additional Resolution shall not be effective with respect to any check or other instrument for the payment of money dated on or prior to the date of such additional Resolution but presented for payment after receipt thereof by the Bank.

FINALLY RESOLVED that any provision which may be declared unenforceable under any law shall not affect the validity of any other portion hereof. This Resolution shall be governed by and construed in accordance with the laws of the State of Illinois.

CERTIFICATIONS

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, 9 members were present at a meeting duly called, noticed and held on the 5th day of February, 1997; that the foregoing resolution was duly adopted at such meeting by a vote of 8 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

I further certify that the officers whose names appear below have been duly elected to and now hold the offices in the Tribe as set forth below until August, 1999, said date being the expiration date of the terms of said elected officers, and that the signature appearing opposite the name of each of such officers is authentic and official:

Deborah Doxtator, Chairwoman

Deborah Doxtator

Gary L. Jordan, Vice Chair

Gary L. Jordan

Julie Barton, Secretary

Julie Barton

Kathy Hughes, Treasurer

Kathy Hughes

Julie Barton

Julie Barton, Secretary
Oneida Business Committee