

**CORPORATE CHARTER**  
**OF**  
**ONEIDA SEVEN GENERATIONS CORPORATION**

**ARTICLE I. NAME**

The name of the tribal chartered corporation is the Oneida Seven Generations Corporation ("Corporation"). The Oneida Tribe of Indians of Wisconsin ("Oneida Nation") confers on the Corporation all rights, privileges and immunities existing under federal and Oneida tribal laws.

**ARTICLE II. AUTHORITY**

The Oneida Business Committee ("Business Committee") grants this Charter based upon authority vested in it by the Oneida General Tribal Council ("General Tribal Council"), pursuant to Article IV, Section 1(h) of the Constitution and By-laws of the Oneida Nation ("Oneida Constitution"), and pursuant to the exercise of the sovereign rights, future and reserved, of the Oneida Nation in Article IV, Section 2 and 3 of the Constitution and Bylaws of the Oneida Nation, duly approved by the Secretary of the Interior of the United States of America on December 21, 1936.

**ARTICLE III. DURATION**

The period of existence of the Corporation will be perpetual until it is dissolved, pursuant to Article XV of this Charter.

**ARTICLE IV. REGISTERED OFFICE/AGENT, PLACE OF BUSINESS**

The principal place of business and the registered office of the Corporation must be on the Oneida Indian Reservation, Wisconsin. The registered agent is John Kroner. The registered office and place of business is 1239 Flight Way, DePere, Wisconsin 54115. The mailing address will be P.O. Box 257, Oneida, WI 54155. The Corporation may have other places of business, on or off the Oneida Indian Reservation, as the Board of Directors of the Corporation may elect.

**ARTICLE V. JURISDICTION**

The Corporation is created under, and is subject to the laws, ordinances and jurisdiction of the Oneida Nation and banking commitment letter. The General Tribal Council expressly reserves to the Oneida Nation all its inherent sovereign rights as an Indian nation with regard to the activities of the Corporation.

## ARTICLE VI. PURPOSES AND POWERS

The purpose of this Corporation is to engage in any lawful activity within the purposes for which the corporation may be organized under the Oneida Constitution and Oneida tribal laws, ordinances and jurisdiction. The powers of the Corporation are:

- (A) To promote and enhance the business and economic diversification directly or as a holding company for real estate and other business ventures of the Nation.
- (B) To purchase, take, receive, lease, solicit, take by gift, devise or bequest or to otherwise acquire, hold, improve, use and otherwise deal in and with money, real and personal property, rights and services of any kind and description, or any interest therein.
- (C) To buy, sell, mortgage, pledge, lease, hold, transfer and assign all or any part of the Corporation's property and assets, PROVIDED, that title to all trust or restricted real or personal property of the Oneida Nation must be and remain in its trust or restricted status for the Oneida Nation which includes the necessary approval of the Oneida Land Commission or its successor.
- (D) To enter into, make, perform and carry out contracts, and to receive financial assistance from any governmental or private source and to expend its funds in furtherance of its purpose.
- (E) To waive only the sovereign immunity the Corporation possesses for the purposes of dispute resolution or contract enforcement in contracts, agreements or other similar documents for the furtherance of the Corporation's business and/or purpose.
- (F) To develop business development opportunities, PROVIDED that such activities comply with the laws the Oneida Nation and policies of the Corporation.
- (G) To hire, discharge, train and supervise all labor and employees required for the purpose of the Corporation through consensus of the OSGC Board of Directors.
- (H) To elect or appoint officers and agents of the Corporation and define their duties and fix their compensation, PROVIDED that such elections or appointments comply with the laws of the Oneida Nation and the policies of the Corporation.
- (I) To amend and alter by-laws, consistent with the charter or the executing of the affairs of the Corporation.
- (J) To sue and be sued in its Corporate name as herein specifically provided to the extent allowed by Oneida tribal, state or federal law upon any contract, claim or obligation of the Corporation arising out of the accomplishment of its purposes.

Recovery against the Corporation is limited to the assets of the Corporation. The Oneida Nation will not be liable and its property or assets will not be expended for the debts or obligations of the Corporation.

- (K) To purchase insurance for any property, real or personal, or person against any risks or hazards.
- (L) To establish and maintain bank accounts as may be necessary or convenient.
- (M) To borrow money and to issue temporary or long term evidence of indebtedness of the Corporation and repay the same.
- (N) To pledge and otherwise encumber the assets of the Corporation as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property and interests therein.
- (O) To set up separate corporate business systems and processes; i.e. LLC's and LLP's, etc.
- (P) To take further actions as are commonly engaged in by corporate bodies, as the Board of Directors may deem reasonably necessary to effectuate the purposes of the Corporation.

#### ARTICLE VII. BOARD OF DIRECTORS

The business and affairs of the Corporation will be managed by a Board of Directors which will exercise its authority and responsibility for the management of the Corporation as follows:

- (A) Determine the manner and the extent to which such powers will be delegated to committees of the Board of Directors or to officers, agents and employees of the Corporation.
- (B) Establish the overall policies and objectives for the management of the affairs and assets of the Corporation.
- (C) Periodically review and evaluate management results.
- (D) Appointment, Number, Term of Office
  - a. The Board of Directors will be made up of seven (7) members or such number as set by Oneida Business Committee resolution, who shall serve five (5) year terms.

- b. Board members shall be members of the Oneida Tribe of Indians of Wisconsin age 21 or older, provided that at least two Board members may be non-members of the Tribe.
- c. All members may serve unlimited terms of office, provided that if nonmembers are appointed in accordance with this Article they shall be limited to a single five (5) year term.
- d. All Board members must have experience in one or more of the following areas: real estate, commercial development, business management, risk management, finance, tribal government or accounting.
- e. The Chair of the Oneida Business Committee shall make recommendations to appoint Board members who shall be approved by vote of the Oneida Business Committee at an Oneida Business Committee meeting in accordance with rules or processes as may be set forth by the Oneida Business Committee.
- f. Board members shall take an oath of office given by an officer of the Oneida Business Committee member; such oath shall not be required to be given during an Oneida Business Committee meeting.
- g. Vacancies on the Board of Directors shall be filled by either appointment of the Oneida Business Committee in accordance with the processes set forth this section for either the remainder of the vacant term of office or for a full five (5) year term as may be necessary to stagger terms of office or qualifications of Board members.
- h. A Board member shall hold office until his or her replacement is appointed by the Oneida Business Committee, provided that such holdover period shall not last longer than three months.

- (E) The term of office for all members is five (5) years. Oneida members are limited to five (5) terms of office while non-Oneida members are limited to one (1) term.

#### ARTICLE VIII. INDEMNIFICATION

Each present, former and future board member, officer, agent or employee of the Corporation is entitled, without prejudice to any other rights the person may have, to be reimbursed and indemnified from assets of the Corporation for all legal and other expenses, including attorney's fees, fines, judgments, and amounts paid in settlement, actually and reasonably incurred by the director, officer, agent or employee in connection with any claim, action, suit or proceeding, civil, criminal, administrative or investigative in nature in which the director, officer, agent or employee may be involved as a party or other by reason of having served as a director, officer, agent or employee of the Corporation to the extent that such person is not otherwise indemnified.

## ARTICLE IX. DISTRIBUTION OF PROFITS

This Charter is granted upon the condition that profits of the Corporation are allocated in the manner set forth as follows:

- (A) The Corporation shall, as soon as practical, make a determination of the net profits income of the Corporation for each fiscal year. Net income will be based upon Generally Accepted Accounting Principles.
- (B) The Corporation shall establish a cash reserve for debt service which will be set as an amount equal to six (6) months debt payments and one (1) year working capital. Debt payments are defined as payments on principal and interest for all current debts of the Corporation. Working capital is defined as current assets minus current liabilities.
- (C) Distribution of earnings or profits may be made at the discretion of the Shareholders, which will be mutually agreed upon at the Annual Shareholder's Meeting.

## ARTICLE X. USE OF PROFITS

Profits must be used to carry out the purposes and powers of the Corporation as enumerated in Article VI and Article IX of this Charter. Profits not utilized in the furtherance and continuance of the Corporation will revert to and be designated for use by the Oncida Nation.

## ARTICLE XI. ANNUAL MEETING

The Annual Meeting is subject to the following:

- (A) The annual business meeting of the Corporation with the Business Committee will be held on the second Tuesday of December for the purpose of receiving reports on the operations of the Corporation, election of board members, and transaction of any other business of the Corporation. In the event of failure, through oversight or otherwise, to hold the annual business meeting on the second Tuesday in December, a subsequent meeting, upon due notice, may be held in place of the regularly scheduled annual meeting. Any action taken at such subsequent meeting will be as valid as if the action was taken at the regular annual meeting.
- (B) Written notice stating the place, day and hour of the meeting, the purpose or purposes of the meeting will be delivered to the Secretary of the Business Committee. Such notice will be mailed, e-mailed or delivered in person not less than five (5) nor more than thirty (30) days before the date of the meeting.

- (C) The President of the Corporation or the Board of Directors will designate the place of the meeting and hour.

## ARTICLE XII. SPECIAL MEETINGS

Special Business Meetings are those meetings other than the annual or regular meeting of the Corporation which are subject to the following:

- (A) May be called by the Corporation president, written request of two board members or by written request of a quorum of the Business Committee. A request for a special meeting by a quorum of the Business Committee is limited to the business of vacant position(s) on the Board or dissolution of the Corporation.
- (B) Once a request of anyone or more of the above is made for a special business meeting with the Business Committee, the Corporation Secretary must give written notice stating the place, day, and hour of the meeting, the purpose or purposes of the meeting, to the Secretary of the Business Committee.

## ARTICLE XIII. REPORTS

The Secretary or other designated reporting officer of the Corporation shall file reports with the Oneida Business Committee and General Tribal Council in accordance with this Article. Reports shall be prepared at least annually to coincide with the annual meeting of General Tribal Council, with other reports quarterly to the Oneida Business Committee or as required by the Business Committee as the shareholder/member of the corporation.

### Section 1: Narrative Report

- (A) Definition: Narrative report is defined generally as contextual and non-financial information reported with financial information in order to provide understanding of the corporation's business done, market position, strategies, performance and future expectations. The Narrative report should include topics and information covering four broad categories of information, including 1) Market overview; 2) Strategy and Structure of the Corporation; 3) Management of value of the Corporation; and 4) Performance of the Corporation over the reporting period.
- (B) Components of Report: Narrative reports should include, but are not limited to, at a minimum, the following components in a comprehensive means for easy distribution and understanding:
  - a. Explanation of the core of the Corporation's business practices and market overview.
  - b. Explanation of the Corporation's current place within the market.
  - c. Explanation of the outlines of strategies by the Corporation for improved value in the market.

- d. Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market.
  - e. Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period.
  - f. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same.
  - g. Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies.
  - h. Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given present status, strategies and risks.
  - i. Explanation of market growth (if any) experienced by the Corporation, identifying sources of growth (i.e. organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.).
  - j. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.
  - k. Summary and status update of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.
- (C) Report Due Date: Narrative reports are due in time for the annual meeting of General Tribal Council generally held in July of each year, meaning it should be submitted no later than May 31<sup>st</sup> of each year unless GTC changes its meeting date or some other date is issued by the Business Committee.
- (D) Narrative Report Access: The Narrative report is one submitted to the Business Committee and General Tribal Council of the Oneida Tribe. It is considered a public report and shall be made available to the public through the office of the Secretary and/or the Oneida website or other available means.

## Section 2: Financial Report

- (A) Financial Report Defined: The Financial report is the formal record of the financial activities of the Corporation. Such statements shall be presented in a structured and understandable manner consistent with Generally Accepted Accounting Principles (GAAP).
- (B) Financial Report Content: the Financial report shall include information in the following broad categories including but not limited to: 1) an executive summary or broad overview; 2) a balance sheet of the Corporation's financial position listing assets and liabilities; 3) income statement reporting the income, expenses and

general profit over the reporting period; 4) statement of retained earnings; and 5) statement of cash flow.

- (C) **Financial Report Due:** Financial Reports are due quarterly to the Oneida Business Committee with copies to the Oneida Treasurer and Chair of the Oneida Audit Committee and as otherwise demanded by the Oneida Business Committee as the representative owner of the Corporation.
- (D) Financial Reports are subject to an annual audit by auditors from the Oneida Tribe or by third party auditors as hired by the Oneida Tribe at the Corporation's expense detailing the fairness and accuracy of the financial reports. The audit reports shall be submitted as attachments to the financial reports as they are done and completed with each applicable reporting period.
- (E) **Financial Report Access:** Financial reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Financial reports are accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information. They may be disclosed with permission of the Corporation's Board and/or the Owner for economic solicitation purposes or as demanded by the Owner.

### Section 3: Disclosure Report

- (A) **Disclosure Report Defined:** Disclosure reports financial and familial relationships and connections between the Corporation and other entities, as well as members of the Corporation's Board and key management personnel. Any financial or legal relationship, ownership interest, or any blood kinship within the Corporation and its financial practices or partnerships shall be detailed in a structured and easy to understand format.
- (B) **Disclosure Report Content:** The Disclosure report shall include, but not be limited to, the following detailed information:
  - a. Names and title of all of the Corporation's Board members' names, time in the position, and date when position shall be up for renewal or replacement (if applicable).
  - b. Names and title of all of the Corporation's key management personnel, with length of service in that position, and if under contract, when that position is up for renewal or expiration of the contract term.
  - c. Summary of any financial or familial relationship between any of the people in part a. or part b. in this Section, as well as any relationship, financial or familial with any current member of the Oneida Business Committee or any member of any regulatory body within Oneida such as a board committee or commission charged with regulating the Corporation's industry or activities.
  - d. Names of any other person, whether it be a business in any legal form or an individual, doing business with the Corporation for purposes of mutual



- enterprise (i.e. including but not limited to: joint ventures; membership in an LLC together; acquisition as a subsidiary; partnership).
- e. Summary of the financial transactions or relationship between those listed in d. above in this Section and the Corporation, including the purpose of the mutual enterprise, legal relationship, or other connection between the Corporation, its Board or its key management personnel and this other named entity or person.
- (C) Disclosure Report Due: An annual report to the Oneida Business Committee is due concurrently with the narrative report, as well as whenever there is a change to the Corporation's Board membership, turnover to key management personnel, or a business venture creating a new partnership, LLC, subsidiary, or any other legal entity connected to the Corporation for any purpose.
  - (D) Disclosure Report Access: Disclosure reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Disclosure reports are submitted to the Oneida Business Committee and accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information.

#### ARTICLE XIV. AUDITS

An annual audit must be submitted to the Business Committee by the Secretary of the Corporation for the annual business meeting. Said audit is to be performed by an Independent Certified Accounting Firm pursuant to generally accepted auditing procedures. Audits of the Corporation may be conducted by the Oneida Nation with reasonable notice to the Treasurer of the Corporation.

#### ARTICLE XV. DISSOLUTION

The Corporation may be dissolved by:

- (A) Recommended adoption of a resolution providing for dissolution of the Corporation by the affirmative vote of two-thirds (2/3) of the board members.
- (B) Adoption of a Business Committee resolution dissolving the Corporation. Upon dissolution of the Corporation, the assets of the Corporation remaining are for the payment of debts and liabilities of the Corporation to be distributed to creditors in the following order: (1) third parties perfected security interest; (2) security interests of the Oneida Nation; (3) third parties unperfected security interest.

- (C) The Corporation agrees that when all loans, liens and other monies guaranteed by the Oneida Nation are paid in full, the corporation will execute and deliver to the Oneida Nation all interest it may have in any property, real or personal, on demand, free of all encumbrances.

#### **ARTICLE XVI. AMENDMENTS**

This Charter may be amended by Business Committee resolution pursuant to Oneida tribal laws and ordinances.

#### **ARTICLE XVII. LIMITATION OF POWERS**

Unless expressly authorized under this Charter, the Corporation may not:

- (A) Expressly or impliedly enter into agreements on behalf of the Oneida Nation.
- (B) Pledge the credit of the Oneida Nation.
- (C) Dispose, pledge, or otherwise encumber real or personal property of the Oneida Nation.
- (D) Secure loans or incur indebtedness requiring obligation, contribution or guarantee on the part of the Oneida Nation.
- (E) Waive any right of, or release any obligation owed to the Oneida Nation.
- (F) Waive any other rights, privileges or immunities of the Oneida Nation.
- (G) Exercise governmental functions, such as taxing, zoning, licensing or police powers, with respect to Oneida tribal lands. Such powers are exclusively reserved and may be exercised by the Business Committee through the enactment of codes, ordinances and regulations; however, the Corporation shall comply with and abide by such tribal enactments.

#### **ARTICLE XVIII. BANKING COMMITMENT**

The Business Committee grants this charter subject to the Commitment to the Board of Governors of the Federal Reserve System ("Board") and the Corporation is created subject to the Commitments by the Oneida Tribe of Indians of Wisconsin to the Board. The Corporation shall, within ten days of the granting of this charter, pass a resolution committing itself to abide by and comply with the Commitment Letters to the Board. Failure to execute and submit the Commitment Letters shall result in the immediate dissolution of the Corporation.

BC Resolution 10-25-1995-B approved a grant application to the Education Foundation of America for the  
"development of ventures which have long-range "Seventh Generation" potential.  
BC Resolution 10-16-1996 granted a Corporate Charter to Oneida Seven Generations Corporation which was  
dissolved by BC Resolution 12-04-1996-A  
Adopted by BC Resolution 12-04-1996-B  
Amended by BC Resolution 01-29-1997-H  
Amended by BC Resolution 07-09-1997-B  
Amended by BC Resolution 07-13-2005-P  
Amended by BC Resolution 09-27-2006-H  
Amended by BC Resolution 01-26-2011-A  
Amended by BC Resolution 02-08-2012-A