

No. 20-1797

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IN THE UNITED STATES COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT

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CRYSTAL HOLTZ,  
Plaintiff-Appellant,

v.

ONEIDA AIRPORT HOTEL CORPORATION, ROBERT BARTON,  
STEVE NINHAM, and AIMBRIDGE HOSPITALITY, LLC,  
Defendant-Appellees.

U.S. CA. - 7th Circuit  
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On Appeal from the United States District Court  
For the Eastern District of Wisconsin  
Honorable Judge William C. Griesbach, Chief Judge  
Case No. 1:2019-cv-01682-WCG

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**Reply Brief of Plaintiff-Appellant**

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Table of Contents

Contents

Table of Authorities ..... ii

REPLY BRIEF INTRODUCTION..... 1

STATEMENT OF THE ISSUES ON REPLY ..... 4

SUMMARY OF THE ARGUMENT ON REPLY ..... 5

I. THE PLAINTIFF-APPELLANT FILED A MEMORANDUM TO OPPOSE  
REMOVAL, DISMISSAL, AND OAHIC INFERENCE OF ABSOLUTE TRIBAL  
SOVEREIGNTY. .... 7

CONCLUSION ..... 13

CERTIFICATE OF COMPLIANCE ..... 15

EXHIBIT A. BC Resolution 05-27-15-B. OSGC Amended Corporate Charter. .... 16

EXHIBIT B. Rev. 03-29-2012 Oneida Seven Generations Corporate Charter. .... 27

EXHIBIT C. Kalihwisaks Tribal Newspaper, January 9, 2020. .... 38

Table of Authorities

**Cases**

16-CV-01700-WCG..... 10

*Ashcroft v. Iqbal*, 556 U.S. 662 (2009)..... 12

*Bell Atlantic Corporation v. Twombly*, 550 U.S. 544 (2007)..... 13

Brown County Case No. 2019-cv-00136..... 8

*Burrell v. Armijo*, 456 F.3d 1159 (10th Cir. 2006)..... 8

Case No. 16-CV-01700-WCG..... 3

*Crystal L. Holtz v. Josh Kaul, Jack Rakowski and Unemployment Insurance*, Case No. 19-CV-1646-JPS..... 13

*Marchant v. Pennsylvania R.R.*, 153 U.S. 380 (1894)..... 3

*Oneida Seven Generations Corporation and Green Bay Renewable Energy, LLC v. City of Green Bay*, 16-CV-01700-WCG..... 3

*Oneida Seven Generations Corporation, et al., v. City of Green Bay*, Case No. 17-2341..... 2

*Strozinsky v. School District of Brown Deer*, 2000 WI 97, 237 Wis. 2d 19, 614 N.W. 2d 443 ..... 7

**Exhibits**

2012 Oneida Seven Generations Corporate Charter..... 2

BC Resolution 05-27-15-B ..... 2

Kaliwisaks..... passim

**Other Authorities**

Corporate Charter of the Oneida Airport Hotel Corporation, Article VI, Section M..... 1

**Corporate Charter, Article VI, Section M**..... 1, 4, 14

As this Court knows<sup>3</sup>, when the Oneida General Tribal Council voted on December 15, 2013<sup>4</sup> to dissolve Oneida Seven Generations Corporation<sup>5</sup> [their] Corporate Charter Article VI got in the way<sup>6</sup> concomitant sufficient evidence demonstrating that *neither* Oneida Seven Generations Corporation nor Oneida Airport Hotel Corporation have “absolute” sovereign immunity; the same as the Oneida Nation. Even though the Plaintiff-Appellant provided this Court with OAHG Corporate Charter, the Defendants-Appellees inappropriately insist the Plaintiff-Appellant “has not provided this Court with any documentation or evidence that OAHG waived its immunity with respect to her claims.<sup>7</sup>” This statement, wrongly infers that OAHG has “absolute” or in the alternative 100% sovereign immunity, as if they were acting as a “tribal government”.

This Court will immediately recognize the *flashing neon irrationality* of the Defendants-Appellees inference that OAHG, a tribal corporation like OSGC has 100% sovereign immunity. Indeed, the Oneida Nation, demonstrates this incongruity on January 9, 2020, in their own Tribal Newspaper known as Kaliwisaks<sup>8</sup> such that OSGC finally was able to be dissolved on January 6, 2020 (as noted above OSGC should have been dissolved in 2013). This Court should ask, “Why did it take seven years to dissolve OSGC a tribal corporation if [they] were 100% sovereign? The answer is OSGC was tribal “liability-shielding;” OSGC did not nor could [they] ever have “absolute” sovereign immunity; similarly, OAHG does not nor could they ever have “absolute” or in the alternative 100% sovereign immunity.

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<sup>3</sup> *Oneida Seven Generations Corporation, et al., v. City of Green Bay*, Case No. 17-2341.

<sup>4</sup> BC Resolution 05-27-15-B, Whereas no. 5, Exhibit A.

<sup>5</sup> 2012 Oneida Seven Generations Corporate Charter, Exhibit B, has near-identical cut-n-paste Corporate Charter language to that of Oneida Airport Hotel Corporation.

<sup>6</sup> When the Oneida Tribe got sued, they changed Seven Generations Corporate Charter by BC Resolution 05-27-15-B, Whereas (no. 7) states, “the Oneida Tribe, the corporation and a subsidiary corporation were sued in regards to alleged contract violations which placed prohibitions on the transfer of assets without causing further financial damage to the corporation's and Tribal assets...” See Exhibit A.

<sup>7</sup> Defendants-Appellees Joint Brief, page 22.

<sup>8</sup> Exhibit C.

Indeed, the Tribe admits in Exhibit C, page 1, that, “OSGCs ownership structure [tribal corporation] was to shield the Tribe by containing liabilities in individual LLCs and limiting the risks of exposure to liabilities and to protect tribal sovereignty and the assets of the Oneida Nation. OSGC operated as an independent corporation...” This Court obviously recognizes three things, 1) OSGC and OAHC are similar in structure and neither share 100% sovereignty as the Defendants-Appellees suggest, 2) The District Court made an error in dismissing this Case because the Honorable Judge Griesbach knew in the OSGC Case No. 16-CV-01700-WCG<sup>9</sup>, that OSGC was not 100% sovereign but yet made a fatally-flawed determination, without any threshold review that OAHC was sovereign in any capacity, and 3) knowing that OAHC is not 100% sovereign that [their] Corporate Charter, at least in part, i.e., Article VI, Section M, applies or may apply in this Case. This Court’s recognition of flaws or errors in District Court prevented the Plaintiff-Appellant from achieving due process of law in the first *Marchant*<sup>10</sup> instance, i.e., merits, discovery, deposition, cross-examination, *inter alia*, &c., held within Eastern District Wis. Court.

In Reply Brief Introduction sum. Since this is a court process, arguably, if the Defendants-Appellees feed this Court enough red-herring or use enough smoke or add more mirrors, perhaps this Court might think too much about a tribal corporation having absolute immunity. However, the Plaintiff-Appellant has faith the Appellate Court justices will limit how much of Defendants-Appellees’ red-herring they will eat, and will clear the smoke with fans of justice, and adjust the mirrors to reflect the truth of the matter; that there is no possible way to equate a sovereign tribal government with their subordinate tribal corporation corporate charter; as is skillfully demonstrated by the Oneida Nation, in their own Kaliwisaks Newspaper, regarding their own tribal

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<sup>9</sup> *Oneida Seven Generations Corporation and Green Bay Renewable Energy, LLC v. City of Green Bay*, 16-CV-01700-WCG.

<sup>10</sup> *Marchant v. Pennsylvania R.R.*, 153 U.S. 380 (1894). “A party must have a full and fair hearing in the court at the first instance, and afterwards.”

corporation, OSGC. Indeed, the tribal Kaliwisaks Newspaper article about OSGC ratifies what this Court already knows, that OAHC, a tribal corporation is not 100% sovereign and never will be!

#### STATEMENT OF THE ISSUES ON REPLY

1. Did the District Court fail to determine the **true identity** of OAHC? Did the District Court ignore or in the alternative fail to construe the Plaintiff-Appellant's opposition to removal as opposition to Dismissal? This Case should have been set up for a Parties' 26(f) Proposed Scheduling Report, but the District Court had already erroneously concluded, without a threshold review, that OAHC, a tribal corporation is equal in sovereignty to that of the Oneida Nation. This Court knows, by law, a corporation (tribal or otherwise) has a different legal structure and therefore cannot be equal in sovereignty to a tribal government. Therefore, it is an egregious flaw to equate a legal tribal corporation as being the same as a tribal government. The District Court made a grave error when prematurely Dismissing this Case because it denigrates the Plaintiff-Appellant's U.S. Constitutional Fourteenth Amendment equal protection and due process rights from the beginning. See *Marchant*.
2. How is it possible that the Plaintiff-Appellant waive any argument in District Court when the District Court made an error to Dismiss this Case based on an unjustifiable or in the alternative a fallacious belief that a tribal corporation has identical sovereignty rights to that of a tribal government? The Defendants-Appellees are misguided in believing that the Plaintiff-Appellant waives [her] right to any argument in the face of District Court defects, faults, imperfections, and deficiencies.
3. Notwithstanding OAHC, Corporate Charter, Article VI, Section M, if it is otherwise true (which it is) that it is impossible for a tribal corporation (a corporation meant to

shield the tribe from liability) to have identical sovereignty rights as the tribal government, is it possible that a finding based on the merits in District Court that the Plaintiff-Appellant's federal and state claims are *not* barred by the doctrine of sovereign immunity? The Defendants-Appellees entire argument is sovereignty-circular, i.e., regardless of OAHC Corporate Charter, OAHC is sovereign, therefore the Plaintiff-Appellant cannot sue, because OAHC is sovereign the Plaintiff-Appellant cannot state a claim for which relief can be granted. This Court recognizes this as a formal fallacy because it infers that OAHC is sovereign the same as a tribal government without proof or knowing the **true identity** of OAHC. The District Court made a grave error prematurely Dismissing this Case while suggesting OAHC and the Oneida Nation are equal in sovereignty without a threshold review or a hearing on the merits based on arm-of-the-tribe tests.

#### SUMMARY OF THE ARGUMENT ON REPLY

Because the District Court prematurely Dismissed this Case while suggesting OAHC, a tribal corporation, has the same sovereignty as the tribe government itself, the Defendants-Appellees tout this as "evidence" for their sovereignty-circular reasoning. The illogical reasoning is as follows, regardless of the merits of this Case and the OAHC Corporate Charter, OAHC is sovereign and therefore, there can be no claim or recovery. What might be the flaws in the wishy-washy reasoning that allows OAHC, a tribal corporation, to act as a corporation yesterday while being sovereign today? What might be the flaws of following the Corporate Charter yesterday while ignoring them today? These scenarios demonstrate the precept of "having your cake and eating it to," i.e., to be a tribal corporation when the legal structure makes it convenient to do business with the outside world and to be a sovereign when the legal structure makes it convenient

to extinguish liability for misconduct. Of course, these dictums *supra*, are based on “evidence” arising from illogical sovereignty-circular reasoning that begins with the distorted reality that a tribal corporation has identical sovereignty to that of the parent tribal government without proof.



## ARGUMENT

## I. THE PLAINTIFF-APPELLANT FILED A MEMORANDUM TO OPPOSE REMOVAL, DISMISSAL, AND OAHG INFERENCE OF ABSOLUTE TRIBAL SOVEREIGNTY.

A. As ECF Doc. 23 demonstrates the Plaintiff-Appellant was not served<sup>11</sup> a Notice of Removal, thus Plaintiff-Appellant is inferring [she] should have been served. Moreover, generally there is no state court preclusion but for remand upon failure to accept removal because the threshold of original jurisdiction fails, however, this infers a threshold review *must* be held by the District Court to do one of three things, 1) to determine if and when a federal question arises<sup>12</sup>, 2) accept the removal because there is evidence of original jurisdiction thus, remand is moot, and, 3) fails to accept removal because of lack of original jurisdiction, resulting in remand to state court. The Plaintiff-Appellant was *not* notified or served of any of items 1, 2, or 3 *supra*. Indeed, ECF Doc. 23 states,

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<sup>11</sup> This Case, i.e., Removal was not set up properly from the beginning. The District Court should not expect a proper response without noticing up concomitant process service. It is difficult to address arm-of-the-tribe tests when the Plaintiff-Appellant is not even sure the Case was or had in fact been removed from Brown County Court. Moreover, you cannot raise something in court, if you do not even know you are in Court. This alludes to Marchant fairness which the Plaintiff-Appellant did not receive, i.e., a Fourteenth Amendment deprivation.

<sup>12</sup> In *Strozinsky v. School District of Brown Deer*, 2000 WI 97, 237 Wis. 2d 19, 614 N.W. 2d 443, infers it is necessary for both state and federal laws to be present, but a federal question if construed arises from and not before.

“The Plaintiff was not given notice that the Brown County Case No. 2019-cv-00136 was requested to be removed, and Plaintiff was not given an opportunity to challenge that Removal Decision, nor, was there an Order from E.D. Wisconsin stating acceptance of the Removal (because it is not automatic<sup>13</sup>), and if E.D. Wis. did in fact accept Removal<sup>14</sup> the Plaintiff, herein requests, by Motion to Remand this Case back to Brown County Court...”, page 1.

Because the District Court did not ensure process service, noticing up, or an opportunity to oppose Removal or the threshold review, albeit there does not appear to be one, the District Court’s errors diminished the Plaintiff-Appellant’s due process rights from the first *Marchant* instance. The Plaintiff-Appellant must have a full and fair opportunity to litigate from the first instance, see *Burrell v. Armijo*, 456 F.3d 1159 (10th Cir. 2006), and *Marchant*.

B. Also, in this Argument, the Plaintiff-Appellant notified or in the alternative warned the District Court that it is silly to believe that a tribal corporation has all the sovereignty rights and privileges as the tribal government itself, see ECF Doc. 23, page 3. It is ridiculous, whimsical, and nonsense to suggest that the non-Oneida Defendant company, Ambridge is also sovereign. Consider the Defendants-Appellees state, “Claims against [OAHC] agents acting within the scope of their authority

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<sup>13</sup> The District Court would have had to do at least item 1, 2, or 3 *supra*, inferring a threshold review, and none of the three items were conveyed to the Plaintiff-Appellant. Notwithstanding the Plaintiff-Appellant’s Motion to Remand was ignored presumably because the District Court had already erroneously decided that OAHC was “sovereign.”

<sup>14</sup> The Plaintiff-Appellant was not sure if the *id.* 136 was Removed from Brown County.

are barred by the doctrine of sovereign immunity<sup>15</sup>”, see Defendants-Appellees Joint Brief, page 4, last para. Even the Defendant-Appellees admit in their Joint Brief on page 13 that the Plaintiff-Appellant questions the tribal corporation sovereignty by conflation and asks to what extent a tribal corporation is protected by sovereignty. By the Defendants-Appellees own admission they seek or in the alternative request a judicial ruling to determine, perhaps from this Court *sua sponte*, or by District Court based on merits concomitant arm-of-the-tribe tests, regarding OAHC, 1) is or is not OAHC an arm-of-the-tribe, 2) considering OAHC’s Corporate Charter, if OAHC is found to be an arm-of-the-tribe what is the extent of OAHC’s sovereignty (quasi-sovereignty) compared to that of the parent tribal government, 3) would it be so, if OAHC is not an arm-of-the-tribe, OAHC agents would not protected under sovereign immunity, 4) Considering OAHC’s Corporate Charter, if OAHC is found to be an arm of the tribe, to what extent are agents of OAHC protected under sovereignty (quasi-sovereignty) if any?

- C. It is clear, Oneida Seven Generations Corporation which this Court is familiar with, is not sovereign, as OAHC suggests they are. Oneida Seven Generations Corporation can sue and be sued, and so can OAHC. To be fair, Oneida Seven Generations Corporation would never have been in the

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<sup>15</sup> This of course infers that the OAHC, a tribal corporation is 100% sovereign. The Plaintiff-Appellant challenges this assertion because it is impossible for a tribal corporation to legally act like a tribal government because one is a government and the other has a Corporate Charter. It is demeaning and degrading to the Plaintiff-Appellant for the District Court to infer a tribal corporation and a tribal government are the same when an 8<sup>th</sup> grade civic student would know they are not the same thing.

legal situation that they found themselves in, had they really been sovereign, right? Because when the General Tribal Council directed the Oneida Business Committee to dissolve Oneida Seven Generation Corporation, had they been 100% sovereign, the issues of lawsuits would have been void, null, moot, or in the alternative invalid. But this Court knows that neither Oneida Seven Generations Corporation nor Oneida Airport Hotel Corporation are 100% sovereign and thus find themselves in court suing or defending lawsuits, i.e., 16-CV-01700-WCG. See Exhibits A-C.

- i. For example, the Oneida Tribe's Kaliwisaks Newspaper dated January 9, 2020, (Exhibit C) clearly states, "OSGCs ownership structure (just like OAHC) was to shield the Tribe by containing liabilities in individual LLCs and limiting the risks of exposure to liabilities and to protect tribal sovereignty and the assets of the Oneida Nation". Hmm... This Court ought to ask, "If, OSGC or in the alternative OAHC is sovereign, why would they need to limit risks of exposure to liabilities?" The point? Neither OSGC nor OAHC are sovereign. The Defendants-Appellees claim that OAHC is sovereign is patently false. How does this Court know OAHC is not sovereign because OSGC is not sovereign and the Tribe's Kaliwisaks Newspaper tells why? Because OAHC is a layer of fat, that protects the Tribe from the cold reality of business external to that of the tribal government.

- ii. The Tribal Kaliwisaks Newspaper (Exhibit C) tells this Court that over \$10 million dollars was lost when GTC directed the BC to dissolve OSGC. That kind of multi-million-dollar loss would not have occurred had OSGC been... hmm... what is the word? Sovereign.
  - iii. Also, the Tribal Kaliwisaks Newspaper (Exhibit C) tells this Court that OSGC just settled their last lawsuit. Oh my, OSGC is not sovereign, and neither is OAHC.
  - iv. To continue Exhibit C, the Tribal government states, “It is not that simple to dissolve a company. [The] Tribe does not have unilateral rights to transfer its interests in the business ventures.” Oh my, no unilateral rights! Does that sound like OAHC is sovereign? Of course not. That is why the District Court erred when failing to discern the “true identity” of the OAHC. When the District Court prematurely Dismissed this Case, the Plaintiff-Appellant was denied [her] U.S. Constitutional, Fourteenth Amendment right to due process of law from the first *Marchant* instance; to have a “full and fair opportunity to litigate”, by a Court of competent jurisdiction, See, *Burrell* and *Marchant*.
- D. The Defendants-Appellees 12(b)(6) Motions to Dismiss are circular and without merit because the underlying cause of Dismissal is based on whether OAHC is or is not 100% sovereign. If OAHC is a corporation like any other, OAHC can sue and be sued like any other. Therefore, the

Plaintiff-Appellant's claim of wrongful termination concomitant constructive discharge while working at the OAHC is "plausible on its face;" a tribal corporation that is not an "arm-of-the-tribe" would be liable although a tribal government would likely claim sovereign immunity when abusing their employees, see *Ashcroft v. Iqbal*, 556 U.S. 662 (2009) at 678. Because of premature Dismissal the Case merits have not been fully vetted, but this Court ought to consider the following two instances i and ii, *infra*, that demonstrate an inference that OAHC might be liable for employee misconduct,

- i. 1) Co-worker Jen Peterson writes in a "redacted"<sup>16</sup> email that the Plaintiff-Appellant was falling-down drunk when Mary Shaw the Plaintiff-Appellant's supervisor had a conversation with the Plaintiff-Appellant while going to HR. The point? Ms. Shaw did not witness the Plaintiff-Appellant being "falling down drunk", moreover,
- ii. 2) the Honorable Judge J.P. Stadtmueller<sup>17</sup> states that the Plaintiff-Appellant's unemployment benefits is a property right and that the Fourteenth Amendment applies such that the Plaintiff-Appellant's inability to cross examine "redacted" Jen Peterson "rendered [her] hearing unfair", resulting in allowing the Case to go forward<sup>18</sup>, see

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<sup>16</sup> Jen Peterson's name was withheld from the UI Hearing. The ALJ had to request that the "redacted" person be unmasked.

<sup>17</sup> U.S. District Judge, E.D. Wis., Milwaukee Division, dated December 18, 2019.

<sup>18</sup> The "going forward" Case is now in the E.D. Wis., Green Bay Division, see, *Crystal L. Holtz v. Caleb Frostman, Secretary of Workforce Development, in his Official Capacity*, Case No. 20-C-976.

*Crystal L. Holtz v. Josh Kaul, Jack Rakowski and Unemployment Insurance*, Case No. 19-CV-1646-JPS, ECF Doc. 10, page 4.

- iii. It is clear the OAHC, a tribal corporation, with its own Corporate Charter is attempting to hide employee abuses concomitant dirty laundry under the guise that OAHC has 100% sovereignty the same as the parent tribal government, however, as noted in ii. *supra*, the E.D. Wis. Milwaukee District Court judge “raise[d] [the Plaintiff-Appellant’s] right to relief above a speculative level”, see *Bell Atlantic Corporation v. Twombly*, 550 U.S. 544 (2007) at 570.
- iv. To reframe, Jen Peterson should not have “redacted” [her] name on the initial complaint and must have testified concomitant cross-examination to the initial complaint to make the complaint valid to allow the Plaintiff-Appellant “a full and fair opportunity to litigate” see, *Burrell and Marchant*. How does this Court know this to be true? Because, the Honorable Judge J.P. Stadtmueller said so, see ii., *supra*.

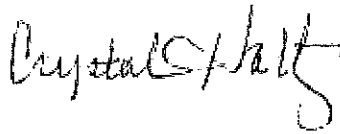
## CONCLUSION

The Defendants-Appellees have presented four weak issues answered by the Plaintiff-Appellant in one long Argument, *supra*, because these issues are, for lack of a better word all “contingent” upon what the “true identity” of Oneida Airport Hotel Corporation is. Oneida Seven Generations Corporation was not sovereign, and neither is OAHC. Nonetheless, the Defendant-Appellees argue that OAHC is, regardless of their Corporate Charter, as sovereign as the tribal government itself which is nonsense because the Plaintiff-Appellant contrarily argues that, that

Argument fails on its face because a tribal government is a government and a tribal corporation is a business; a liability shield as described in the Tribal Kaliwisaks Newspaper, Exhibit C. Herein, a dilemma exists or in the alternative a legal controversy arises, i.e., revoking irrevocable consent, *inter alia*, suggests OAHC threw their Corporate Charter, Article VI, Section M under the bus yesterday, in an attempt to be, not just a “little bit” or in the alternative “quasi”-sovereign but rather to infer to this Court, that OAHC, regardless of the Corporate Charter, is just as sovereign as the Oneida Nation itself. The Plaintiff-Appellant herein declares that OAHC cannot pass the arm-of-the-tribe tests outlined in the Plaintiff-Appellant’s Initial Brief and therefore OAHC like OSGC is not sovereign, thus, cannot claim sovereign immunity in any capacity.

Based on the above, the Plaintiff-Appellant prays that this Court will find in favor of the Plaintiff-Appellant, Remand, or *sua sponte* Order an appropriate remedy so the Plaintiff-Appellant can have [her] day in court; a full and fair hearing, starting from the first *Marchant* instance *de novo*.

Dated; August 27, 2020

A handwritten signature in black ink, appearing to read "Crystal Holtz". The signature is written in a cursive, somewhat stylized font.

Crystal Holtz, Pro Se.



CERTIFICATE OF COMPLIANCE

Plaintiff-Appellant that the Opening Brief is 15 pages, proportionally spaced, has a typeface of 12 points and contains 3,935 words.

Dated: August 27, 2020

A handwritten signature in black ink that reads "Crystal Holtz". The signature is written in a cursive style with a large, stylized "H" at the end.

Crystal Holtz, Pro Se.

C: Attorney's for the Defendants, Mark Johnson 1243 N. 10<sup>th</sup> St., Suite 200, Milwaukee, WI 53205 and Jodi Arndt Labs, P.O. Box 23200, Green Bay, WI 54305-3200.

# Oneida Tribe of Indians of Wisconsin



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.

## BC Resolution 05-27-15-B Adoption of Amendments to the Oneida Seven Generations Corporate Charter Limiting Purposes to Commercial Leasing Activities Only

**WHEREAS,** the Oneida General Tribal Council is the duly recognized governing body of the Oneida Tribe of Indians of Wisconsin, and

**WHEREAS,** the General Tribal Council has been delegated the authority of Article IV, Section I of the Oneida Tribal Constitution, 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 Seven Generations Corporation was issued a tribal charter, which has been amended from time to time, by the Oneida Business Committee by adoption of resolution # BC-12-04-1996-B; and

**WHEREAS,** the General Tribal Council, on December 15, 2013, directed the Oneida Business Committee to dissolve the corporation; and

**WHEREAS,** the Oneida Business Committee began the process of dissolution of the corporation by adoption of amendments to the corporate charter limiting its purposes, removing the board of directors, and appointing an agent for the sole purposes of dissolving the corporation in a financially responsible manner; and

**WHEREAS,** the Oneida Tribe, the corporation and a subsidiary corporation were sued in regards to alleged contract violations which placed prohibitions on the transfer of assets without causing further financial damage to the corporation's and Tribal assets; and

**WHEREAS,** the litigation, began in early 2014, remains yet unresolved and subject to the appeals process, such that the Oneida Business Committee has determined that a longer term solution and compliance with the General Tribal Council directive is needed to clearly limit the corporation to commercial leasing and restrict its powers and authorities to maintaining the value of existing assets;

**NOW THEREFORE BE IT RESOLVED**, that the Oneida Business Committee adopts the attached amendments to the Corporate Charter.

#### 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; 9 members were present at a meeting duly called, noticed and held on the 27<sup>th</sup> day of May, 2015; that the forgoing 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.

  
Lisa Summers, Tribal Secretary  
Oneida Business Committee

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

**AMENDED  
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 Chief Executive Officer. 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 consistent with the terms of this Charter.

**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 activities related solely to the purposes of commercial leasing. The Corporation is prohibited from engaging in any action not specifically

for the purposes of commercial leasing and nothing in the powers granted under this Article shall be interpreted to authorize any other purpose or power. In the event of any cause for interpretation of the purposes and powers granted in this Article, such interpretation shall be narrowly construed to limit the purposes and powers to commercial leasing activities. The powers of the Corporation are:

- (A) 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 related to the purposes of managing commercial leases.
- (B) To buy, sell, mortgage, pledge, lease, hold, transfer and assign all or any part of the Corporation's property and assets for the purposes of managing commercial leases; 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.
- (C) 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 of managing commercial leases.
- (D) 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 of managing commercial leases.
- (E) To hire, discharge, train and supervise all labor and employees required for the purpose of the Corporation.
- (F) 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.
- (G) To amend and alter by-laws, consistent with the charter or the executing of the affairs of the Corporation.
- (H) 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.
- (I) To purchase insurance for any property, real or personal, or person against any risks or hazards.

- (J) To establish and maintain bank accounts as may be necessary or convenient.
- (K) To borrow money and to issue temporary or long term evidence of indebtedness of the Corporation and repay the same.
- (L) To pledge and otherwise encumber the assets of the Corporation as security for debts for the purposes of commercial leasing; and to acquire, sell, lease, exchange, transfer or assign personal property and interests therein for the purposes of commercial leasing.
- (M) To set up separate corporate business systems and processes only upon approval of the Oneida Nation evidence through the adoption of a resolution authorizing the creation of the separate corporate business system and processes and only for the purpose of commercial leasing; i.e. LLC's and LLP's, etc.
- (O) To take further actions as are commonly engaged in by corporate bodies, as the Agent may deem reasonably necessary to effectuate the purposes of the Corporation for the purposes of commercial leasing.

#### **ARTICLE VII. AGENT**

The business and affairs of the Corporation will be managed by an Agent who shall be appointed by the Oneida Business Committee and will exercise the authority and management of the Corporation. The Agent may be an individual or a firm.

#### **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 otherwise 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 net income 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 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 INCOME**

Income must be used to carry out the purposes and powers of the Corporation as enumerated in Article VI and distribution of profits as enumerated in 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 Oneida 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 Agent 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 written notice of the Agent or by written request of a quorum of the Business Committee.

- (B) Once a request of any one or more of the above is made for a special business meeting with the Business Committee, the Agent 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 Agent shall approve and direct to be filed 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 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 Agent 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 the Agent 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 the Agent, 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, the Agent 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 Agent, 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 Agent 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 Agent.

#### **ARTICLE XV. DISSOLUTION**

The Corporation may be dissolved by:

- (A) 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.
- (B) 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.

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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  
Amended by BC Resolution 02-22-2012-A  
Amended by BC Resolution 12-24-2013-A  
Amended by BC Resolution 05-27-2015-B

Rev. 03-29-2012

**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 Chief Executive Officer. 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 Oneida 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.

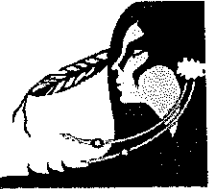
#### **ARTICLE XVIII. BANKING COMMITMENT**

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  
Amended by BC Resolution 02-22-2012-A



# Kalihwisaks



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## Oneida Seven Generations Corporation Dissolved

Oneida Seven Generations Corporation (OSGC) has been officially dissolved on January 6, 2020. OSGC, a tribally chartered by and 100% owned by the Oneida Nation, was created as a holding company for real estate assets, managing assets and business ventures. The strategy was to promote and enhance business and economic diversification for the Oneida Nation which is heavily weighted in hospitality. In addition, OSGC's ownership structure was to shield the Tribe by containing liabilities in individual LLCs and limiting the risks of exposure to liabilities and to protect tribal sovereignty and the assets of the Oneida Nation. OSGC operated as an independent corporation with a professional management team and a Board of Managers that established a vision and strategic direction for the long-term interest of the corporation. Its first project was the development of Bellin Health of Ashwaubenon on Comanche drive in Ashwaubenon. OSGC built a valuable and profitable real estate portfolio which returned modest profits to the Oneida Nation. The goal was to protect and maintain those assets and grow the portfolio as a separate corporation for the Oneida Nation.

OSGC had a diverse real estate portfolio which included Bellin Health, Schneider Transport, Badger Sheet Metal and other similar clients. When

• See 9  
OSGC dissolved

## 2019 Winter Gathering Powwow



Kali photo/Christopher Johnson  
The Oneida Powwow Committee was proud to sponsor the annual Winter Gathering Powwow December 28 at the Radisson Hotel & Conference Center. Head dancers Connie Danforth and Lance Kelley, along with MC John Teller and AD Ron Goodeagle Jr., led the event which featured dancing, singing, vendors, and raffles. Drum groups Walking Bear, White Pine, Little Priest, Ho-Chunk Station, Indian Scout, Little Bear, Buffalo Creek and more were also on hand. For more Powwow pictures see pp. 22-23.

### What's New This Week



Page 2/Local  
Retail enforcing new tobacco law.

Page 3/Local  
Cultural Heritage hosts annual Hoyoan donuts.



Pages 18-19, 31/Local  
Decade in Review

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# Local

January 9, 2020 • Wá'tehlu? 9

## From page 1/OSGC dissolved

the real estate market and economy took a major downturn starting in 2008 there was a concerted effort by OSGC to look for projects outside of the real estate market.

The Federal Government had a number of grants related to Renewable Energy. After reviewing several different renewable energy projects, and performing the required due diligence it was determined that a waste to energy operation would provide a stable and new source of revenue and profit. In an effort to be more conscientious to the seven generation philosophy towards the environment, OSGC looked at the development of a plant for the Green Bay market. This project became very controversial and fell prey to considerable misinformation and rumors that raised controversy within the Green Bay and Brown County community and ultimately Oneida General Tribal Council. The controversial business was the waste to energy plant, Oneida Energy, LLC planned on Hurlbut St. in Green Bay. When the City of Green Bay wrongfully pulled the permit to build the plant, OSGC looked at sites on the Oneida Reservation, with opposition coming from both Ashwaubenon residents and Oneida Tribal Members. Unfounded accusations of smoke stacks and falsehoods about the plant began to raise concerns. Today, there are several successful waste to energy plants, one by another Tribe.

Even though OSGC was not allowed to present an outline of a business plan at a GTC meeting on December 5, 2013, GTC not only made a decision to stop the waste to energy plant but to dissolve OSGC entirely.

It has been an expensive decision. Legal and other cost are more than \$5.5 million. Another \$5 million in lost opportunities for potential investment in opportunities such as The Titledown Dis-

trict and to compete with development like Centennial Dr. in Hobart as OSGC was frozen to conduct any new business. Several law suits were filed from business partners and debtors to OSGC suing the City of Green Bay. While the Nation has spent millions of dollars supporting OSGC in their lawsuits, the good news is that all of the law suits were ultimately settled. Collectively, OSGC broke even settling law suits and paying off debt associated with Oneida Energy.

The final law suit was settled in early 2019 and the legal process to dissolve OSGC was implemented. It is not that simple to just dissolve a company. Tribe does not have unilateral rights to transfer its interest in the business ventures. The operating agreements for each business venture has specific provisions governing the transfer and withdrawals of interests on both a voluntary and involuntary basis.

Loan agreements do not allow obligations to be transferred to another entity without lender consent. There are financial agreements and commitments from investment partners, customers, vendors and financial relationships that need to be managed without triggering more law suits. It's a complicated process to dissolve a company; fortunately we have a good working relationship with OSGC partners, vendors and customers.

Seven Generations attorneys have been systematically dissolving parts of OSGC for several months. There is outstanding debt on OSGC books related to the real estate portfolio. The real estate portfolio needs a place where new opportunities are attractive for potential investors and customers, liability is limited to the Nation and the growth and expansion is possible. The plan for the growing the assets of the corporation have been transferred to 1822 Land and Development Co of Oneida, LLC

(1822); a subsidiary of Oneida ESC Group (OESC). 1822 will be responsible for collecting lease payments and rent, making land lease payments to the Oneida Land Office, maintaining and growing the real estate portfolio.

Jeff House, President and CEO of OESC, says this development allows the tribe to maintain OSGC's portfolio. "What this means is the tribe can maintain the portfolio that Seven Generations built," House said. "This maintains the value that Seven Gens has built over the past 20 plus years of operations."



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## 2020 Regular OBC Meeting Schedule

Regular Meeting Date^	Agenda Request Due Date: ♦
Wed. January 22	Tues. January 14
Wed. February 12	Tues. February 4
Wed. February 26	Tues. February 18
Thurs. Feb 27* (Qtrly)	Tues. February 18
Wed. March 11	Tues. March 3
Wed. March 25	Tues. March 17
Wed. April 8	Tues. March 31
Wed. April 22	Tues. April 14
Wed. May 13	Tues. May 5
Wed. May 27	Tues. May 19
Thurs. May 28* (Qtrly)	Tues. May 19
Wed. June 10	Tues. June 2
Wed. June 24	Tues. June 16
Wed. July 8	Tues. June 30
Wed. July 22	Tues. July 14
Wed. August 12	Tues. August 4
Wed. August 26	Tues. August 18
Thurs. Aug 27* (Qtrly)	Tues. August 18
Wed. September 9	Tues. September 1
Wed. September 23	Tues. September 15
Wed. October 14	Tues. October 6
Wed. October 28	Tues. October 20
Wed. November 12	Tues. November 3
Wed. November 24	Tues. November 17
Wed. Nov 25* (Qtrly)	Tues. November 17
Wed. December 9	Tues. December 1
Wed. December 23	Tues. December 15

♦ Tuesdays  
(Agenda Request Due Dates)

^ Wednesdays  
(Regular Meeting Date)

\* Thursday (unless duly noted)  
(Quarterly Meeting Date)



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