



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Oneida Tribe of Indians of Wisconsin, Inc.



UGWA DEMOLUN TATEME

Because of the help of this Oneida Chief in cementing a friendship between the nations and the Colon of Pennsylvania, a nation, the United States was made possible.

DE PERE
ROUTE 4



WISCONSIN
54115

RESOLUTION 1-8-77-C.

WHEREAS, the Oneida Trust Committee has diligently worked to implement the Oneida Trust Plan, Docket 75, and

WHEREAS, the Bureau of Indian Affairs has illegally and partially implemented the Oneida Trust Plan by per capita payment to one age group, and

WHEREAS, the Bureau of Indian Affairs after per capita payment to one age group, has frustrated all attempts by the Oneida Tribe for a final solution to implement the Oneida Trust Plan, and

WHEREAS, the Bureau of Indian Affairs has suggested on their part that the General Tribal Council approve the Oneida Trust Plan in its original form as drafted by the Oneida Trust Committee,

THEREFORE, BE IT RESOLVED, that the General Tribal Council meeting at regular Tribal Council, January 8, 1977, approve the Oneida Trust Plan in its original form, be it further resolved, that the General Tribal Council authorize the duly elected Oneida Trust Committee administrative control to implement the trust plan.

CERTIFICATION.

I, the undersigned, as secretary of the Oneida Tribe of Indians of Wisconsin, hereby certify that the Oneida General Tribal Council in session with a quorum of 188 members present, at a meeting duly called, noticed, and held on the 8th day of January, 1977; that the foregoing resolution was duly adopted at such meeting by a majority vote of those present and that said resolution has not been rescinded or amended in any way.


Secretary, Oneida Business Committee

THE EMIGRANT INDIAN TRUST OF THE ONEIDA TRIBE OF INDIANS OF WISCONSIN

This TRUST AGREEMENT, made and entered into on this 18 day of March, 1977, between the Secretary of the Interior of the United States of America (hereinafter referred to as the "TRUSTOR"), acting pursuant to Public Law 90-93 enacted by the Senate and House of Representatives of the 90th Congress of the United States of America on September 27, 1967 and on behalf of the BENEFICIARIES named herein together with the Oneida Tribe of Indians of Wisconsin Trust Committee (hereinafter referred to as "TRUSTEE").

WITNESSETH: In consideration of the mutuality of these covenants, TRUSTOR hereby transfers authority to TRUSTEE to administer the TRUST (One million two hundred ninety three thousand three hundred) FUND, defined as the sum of 1,293,300.00 Dollars (1293,300.00) derived from the Emigrant New York Claim Fund, which authority TRUSTEE hereby accepts to hold in trust and to administer and to direct the investment, reinvestment and collection of income therefrom and make arrangements for disbursements as hereinafter provided. Further, said TRUSTEE agrees to abide by the aforementioned Public Law, with Funds due to the BENEFICIARIES to be paid in accordance with such procedures as the TRUSTOR determines will best protect their interests and said money shall be held, administered and distributed under the terms and conditions hereof.

ARTICLE I.

The authority transferred to the TRUSTEE hereunder shall be exercised for the benefit of the BENEFICIARIES whose names, addresses and date of birth have been previously established by the Tribal Roll and who are defined as all persons born on, or prior to and living on the date of the Act (September 27, 1967) and whose names appear on the membership roll of the Oneida Tribe of Indians of Wisconsin possessing at least one-fourth degree Oneida Indian Blood.

ARTICLE II.

The share of such BENEFICIARY, together with the net profit and income accumulations to a maximum of 6% simple interest per year shall constitute an individual and separate TRUST for that BENEFICIARY. Each share or TRUST shall be administered by the TRUSTEE as a separate TRUST but without the necessity of the TRUSTEE making physical division of the assets, unless the TRUSTEE deems it necessary or advisable to do so. For convenience of administration and investment, the TRUSTEE in making a division of the TRUST or any part thereof, into shares or trusts as may be authorized or directed under the provisions hereof, may allot to the several shares or TRUSTS an undivided interest in any or all assets of the TRUST and may make joint investment of the funds in said share or TRUSTS and may hold the several shares or TRUSTS as a common fund, dividing the net income and profits proportionately among them.

ARTICLE III.

At such time as a BENEFICIARY hereunder shall qualify for a distribution pursuant to the payment schedule contained in the Appendix herein, and incorporated by reference as set forth in full, the TRUSTEE shall

direct the balance of principal of such BENEFICIARIES' TRUST share then remaining, together with any accumulated and unpaid net income thereon, to be paid over to such BENEFICIARY.

Upon the death of a BENEFICIARY hereunder before receiving his, or her full TRUST share, the portion of such BENEFICIARY so dying, or its undistributed remainder, shall be distributed to those persons of at least one-fourth degree Oneida Blood, determined by the Department of Interior and/or other appropriate agency to be the next of kin and heirs at law of such beneficiary as follows:

1. All of said sum to a qualified spouse.
2. If no surviving qualified spouse, then to qualified childred in equal shares.
3. If no qualified spouse or child/ren, then to surviving qualified parents in equal shares.
4. If no qualified spouse, child/ren or parents, then reversion back to the TRUST FUND.

It is further provided, however, that if the share of any such BENEFICIARY remains unclaimed for a period of two (2) years from the date of death of such BENEFICIARY, and the TRUSTEE shall have had no satisfactory proof of kinship or heirs surviving the TRUSTEE shall direct the reversion of the TRUST share of such BENEFICIARY, or its undistributed remainder, to the TRUST fund.

That if any share of any BENEFICIARY becomes distributable to a person who has not attained the age of twenty-one (21) years and for whom no share of the TRUST is then being held hereunder the TRUSTEE shall direct retention of such share in the TRUST fund during the period in which such person is under the age of twenty-

one and in the meantime may direct the use and expenditure of so much of the income and if such income be not sufficient, then so much of the principal of such share as the TRUSTEE deems necessary or desirable for the care, maintenance, or support and education of such person, provided, that there is no other funds or resources known to the TRUSTEE to be available to such person for such purposes.

Upon the death of any BENEFICIARY of the TRUST, the share of said BENEFICIARY and any accrued or undistributed income which would have been payable to such BENEFICIARY had such BENEFICIARY continued to live, shall be paid to the next of kin or heirs at law, as provided above in accordance with this plan, and shall be paid at such time as the original BENEFICIARY would become eligible for payment and disbursement.

The decision of the TRUSTEE as to the propriety and amount of discretionary payments directed, or declined to be directed, hereunder shall be conclusive and binding upon all persons.

TRUSTEE may require that all applications for distributions to, or for the use of minor BENEFICIARIES' funds, for distribution to minor BENEFICIARIES, or for the use of BENEFICIARIES' funds, for the purposes set forth in this Article III, shall be in writing and in a form prescribed by the TRUSTEE.

ARTICLE IV.

The TRUSTOR or other persons may, from time to time, with the consent of the TRUSTEE, make additional conveyances or transfers of

funds or personal property to this TRUST and when so made and accepted by the TRUSTEE, said property shall be held and administered by the TRUSTEE under terms and conditions hereof.

All property transferred into this TRUST is and shall be considered that separate property of the BENEFICIARIES as set forth in the Appendix attached hereto.

The TRUSTEE may, but shall not be required to, consult with the parents or guardian of any BENEFICIARY hereunder who has not attained the age of twenty-one years relating to the distribution of a BENEFICIARY'S fund hereunder, but in all events the decision of the TRUSTEE shall be conclusive and binding upon all persons.

ARTICLE V.

The TRUSTEE shall, from time to time but not less frequently than at thirty day intervals, render an accounting of its administration of the TRUST or TRUSTS created by this instrument by delivering or mailing by first class mail to the TRUSTOR at the United States Department of Interior, Bureau of Indian Affairs, or at such other address as TRUSTOR may hereafter designate in writing and file with the TRUSTEE, a written accounting of its transactions hereunder.

In addition, the TRUSTEE shall, upon their written request, furnish to each BENEFICIARY, or to the parent or guardian of such BENEFICIARY, a copy of such accounting so furnished to the TRUSTOR. Unless the TRUSTOR shall deliver a written objection to such accounting to the TRUSTEE within sixty (60) days after mailing the same to TRUSTOR, the account shall be deemed settled and shall be final and conclusive

in respect to the transactions disclosed in that account and as to all BENEFICIARIES of the TRUST, including unborn and unascertained BENEFICIARIES, and after settlement of the accounting by reason of the expiration of the sixty (60) day period referred to above, the TRUSTEE shall no longer be liable to any BENEFICIARY of the TRUST, including unborn and unascertained BENEFICIARIES in respect to transactions disclosed in the accounting except for TRUSTEE'S willful fraud. That in addition to the above, the TRUSTEE may at any time petition a court having jurisdiction for a settlement of its accounts hereunder.

ARTICLE VI.

To carry out the purposes of this TRUST, the TRUSTEE is vested with the following powers in addition to the powers herein contained and to any powers now or hereafter conferred by the laws of the State of Wisconsin.

1. To direct the acquisition and holding of any property and direct the operation at the risk of the TRUST of any property or business received into the TRUST, as long as the TRUSTEE deems it advisable to do so, the profit and losses therefrom to inure to or be chargeable to the TRUST as a whole and not to the TRUSTEE.

2. To direct the investment and reinvestment of the principal of the TRUST in properties of every kind and nature, including specifically but not by any way of limitation, saving accounts, corporate obligations, stocks and bonds which men of prudence, discretion and intelligence acquire for their own account, including investments in common trust funds operated by the TRUSTEE so long as the TRUSTEE deems it in the best interest of the TRUST to do so.

3. To seek fulfillment for any TRUST purpose upon such reasonable and prudent terms and conditions as the TRUSTEE may deem appropriate.
4. To have, respecting securities, all of the rights, powers and privileges of an owner, including the power to direct payment of assessments and other sums deemed by the TRUSTEE necessary for the protection of the TRUST estate; to participate in voting TRUSTS, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith to direct depositions of securities with and transfer title to any protective or other committee under such terms as the TRUSTEE may deem advisable.
5. To manage, control and direct the conveyance, exchange, partition, division, subdivision, improvement or repair of any TRUST property; to direct the granting of options or sales upon deferred payments; to direct the leasing for terms within or extending beyond the duration of this TRUST for any purpose; to decide the compromise arbitration, or adjustment of claims in favor of or made against the TRUST estate or to direct institution of any actions necessary to protect the interest of the TRUST.
6. To determine what is principal or income of the TRUST and apportion and allocate in the TRUSTEES sole discretion, Wisconsin laws to the contrary notwithstanding, all receipts and expenses as between these accounts.
7. Upon any division or partial or final distribution of the TRUST estate, to direct the partition and distribution of the TRUST estate in undivided interests or by segregation of assets, directing distribution either in cash or in-kind, or partly in cash and partly in-kind, at valuations determined by the TRUSTEE.

8. To join in the maintenance, compromise, defense or disposition of any litigation in any manner arising in connection with the TRUST property upon such terms and at such times as the TRUSTEE shall, in its discretion, deem advisable; to direct the settlement of any income or principal of the TRUST or partly from each, in its discretion, all expenses incurred in the administration of this TRUST, including reasonable counsel and attorneys' fees.

9. The enumeration of certain powers of the TRUSTEE shall not limit its general powers, the TRUSTEE being vested with and having all of the rights, powers and privileges which an absolute owner of the same property would have, subject always to the discharge of its fiduciary obligations.

ARTICLE VII.

The interests of all BENEFICIARIES hereunder shall vest at the date of this TRUST agreement subject to all other provisions hereof. No BENEFICIARY shall have the power to pledge, assign, mortgage, sell, or in any manner, transfer or hypothecate any interest which they may have or expect to have in the TRUST.

The interests of the BENEFICIARIES of the TRUST shall not be subject in any manner while under the direction of the TRUSTEE for the debts, contracts, liabilities, engagements, obligations or torts of such BENEFICIARY nor to the claims of the creditors of any BENEFICIARY, nor to process of law.

ARTICLE VIII.

Notwithstanding any provision herein to the contrary, unless sooner terminated as herein provided, this TRUST and all TRUSTS created herein, shall terminate at the expiration of nineteen years from the initiation hereof, or at the expiration of two years after the date on which the youngest BENEFICIARY named shall qualify for distribution, whichever is later in time. Upon such termination, all remaining assets of the TRUST shall be held, maintained and preserved until authority is granted by the General Tribal Council to distribute such funds. The aforementioned determination and the identity of said BENEFICIARIES must be made by a majority vote of the General Tribal Council at its next regularly scheduled meeting following termination of the TRUST. At such time, all assets shall be distributed to those persons who are that time authorized to receive distribution of income from the TRUST as herein provided.

ARTICLE IX.

The TRUSTEE may direct payments to any BENEFICIARY under disability by directing that the payments be to the guardian of the person of the BENEFICIARY or to the parent of the BENEFICIARY, if a minor, or may direct application of payment to BENEFICIARY'S benefit. Sums necessary for support and education may be directed to be paid directly to minor BENEFICIARIES, who in the judgment of the TRUSTEE have attained sufficient age and discretion to render it probable that the monies will be properly expended.

ARTICLE X.

The TRUSTEE acting hereunder shall incur no personal or individual liability to any individual or corporation dealing with the TRUSTEE in administering this TRUST in accordance with provisions hereof and may contract in such manner that it shall expressly be exempted from any individual or personal liability, and that its liability shall be limited to the property of the TRUST estate under its control. In no case shall any party dealing with the TRUSTEE in connection with the TRUST or to whom any part of the TRUST shall be conveyed, sold, leased or mortgaged by direction of the TRUSTEE, be obliged to see to the application of any purchase money, rent or money loaned to the TRUSTEE, or be obliged to see that the terms of this TRUST have been complied with, or to inquire into the necessity or expediency of any act of the said TRUSTEE.

A TRUSTEE or successor TRUSTEE shall be requested and required to post \$50,000.00 bond

ARTICLE XI.

The TRUSTEE shall be comprised of individuals from the General Tribal Council and shall consist of nine (9) in number. Further, that at least one of said committee shall be a member of, and represent the Oneida Tribal Business Committee and that the Oneida Tribal Chairman will be ex officio (non-voting) member of said committee.

That said committee members shall be elected to specific terms of office, not to exceed three (3) years, at the annual Tribal meeting held in the month of July in each calendar year.

Members of the Trust Committee will be elected by the General Tribal Council and the terms of office, as aforesaid, will be staggered in length. Beginning in July 1977, nine candidates will be elected. Those three candidates with the highest total of votes will be granted three year terms. Those candidates ranking four, five and six in total balloting will serve two year terms while those ranking seventh, eighth, and ninth will serve for one year. In succeeding and following years three members will be elected annually to provide three year terms. Chairman, Vice-Chairman, and Secretary of the Trust Committee will be elected annually by a majority of the Trust Committee itself.

ARTICLE XII.

Any TRUSTEE or successor TRUSTEE shall have the right to resign at any time by giving thirty days written notice thereof to the TRUST Committee and to the TRUSTOR. That upon the resignation or death of any TRUSTEE or successor TRUSTEE, the Chairman of the Trust Committee will select or nominate candidates with concurrent approval of the Trust Committee and the Oneida Tribal Business Committee. Any successor TRUSTEE so appointed shall have all of the immunities, rights, duties, and powers discretionary or otherwise, granted to the TRUSTEE herein.

ARTICLE XIII.

Any successor TRUSTEE may accept the account rendered and property delivered by a predecessor TRUSTEE as a full and complete discharge of the predecessor TRUSTEE and without any duty to examine the books and records of any such predecessor TRUSTEE.

No successor TRUSTEE shall be liable or responsible for anything done or omitted to be done by any predecessor TRUSTEE; to the date such successor TRUSTEE shall have become successor TRUSTEE, nor shall such successor TRUSTEE be required to inquire into or take any action concerning the acts of or against any predecessor TRUSTEE or TRUSTEES.

ARTICLE XIV.

Taxes shall be paid and charged by the TRUSTEE as follows:

1. The TRUSTEE shall have full power and authority to deduct payment from the TRUST any taxes, charges or assessments for which the TRUST or any interest therein becomes liable, and any such payments shall be made from and charged to either income or principal or any share or separate TRUST thereof, as the TRUSTEE in its discretion may deem proper, Wisconsin law to the contrary notwithstanding.

2. The TRUSTEE may direct any such payments directly or to a personal representative or other fiduciary and the TRUSTEE may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interests, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

ARTICLE XV.

If any provision of this instrument is unenforceable, the remaining provisions shall, nevertheless, be carried into effect.

ARTICLE XVI.

TRUSTOR without the consent of any BENEFICIARY, but with the written

consent of TRUSTEE, : amend or modify the term and provisions of this TRUST Agreement; it is provided, however, that no such amendment or a modification shall change the proportionate TRUST interests of the BENEFICIARIES or the timing or the purpose of distribution of such TRUST interest.

ARTICLE XVII.

This instrument shall be governed and construed in accordance with the laws of the State of Wisconsin, except as stated otherwise.

ARTICLE XVIII.

It is the expressed intent and purpose of this TRUST Agreement, as managed, controlled and applied by the TRUSTEE pursuant to the Articles contained herein, that the principal of the original Emigrant New York Claim shall not be diminished or depleted to a sum amounting to less than One Million Dollars (\$1,000,000.00) except as necessary to meet the schedule of per capita payments previously established, adopted and referred to by reference as contained in the Appendix hereto.

ARTICLE XIX.

It is also the expressed intent and purpose of this TRUST Agreement, that authority is granted to the Bureau of Indian Affairs to continue managing and investing the principal and interest of the original Emigrant New York Claim subject to regular accounting procedures and disclosure to the Trust Committee. The Trust Committee also reserves the right to discontinue said authority at any time in the future so long as it acts in good faith pursuant to the terms of this agreement.

SECRETARY OF THE INTERIOR OF THE
UNITED STATES OF AMERICA

(Sgd.) George V. Goodwin

BY

BY Robert S. Hill Jr.
TRUSTEE

Its

AREA DIRECTOR

TRUSTOR

MAR 21 1977

ONEIDA TRUST AGREEMENT
PER CAPITA PAYMENT SCHEDULE

| <u>YEAR</u> | <u>AGE GROUP</u> | <u>NO. OF BENEFICIARIES</u> | <u>PAYMENT AMOUNT</u> | <u>AMOUNT DISTRIBUTED</u> | <u>BALANCE IN FUND 7% INTEREST</u> | <u>BALANCE IN FUND 7.3% INTEREST</u> |
|-------------|------------------|-----------------------------|-----------------------|---------------------------|------------------------------------|--------------------------------------|
| | | | 176.05 | | 1,293,300 | 1,293,300 |
| 1977 | 39 - 59 | 1,365 | 195.14 | 266,366 | 1,026,934 | 1,026,934 |
| 1978 | 35 - 39 | 404 | 205.70 | 83,103 | 1,015,716 | 1,018,797 |
| 1979 | 30 - 35 | 382 | 216.26 | 82,611 | 1,004,205 | 1,010,558 |
| 1980 | 27 - 30 | 360 | 226.82 | 81,655 | 992,844 | 1,002,674 |
| 1981 | 25 - 27 | 339 | 237.38 | 80,472 | 981,874 | 995,397 |
| 1982 | 22 - 25 | 320 | 247.94 | 79,341 | 971,264 | 988,720 |
| 1983 | 20 - 22 | 302 | 258.50 | 78,067 | 961,185 | 982,829 |
| 1984 | 19 - 20 | 285 | 269.06 | 76,682 | 951,786 | 977,893 |
| 1985 | 17 - 19 | 269 | 279.62 | 75,218 | 943,193 | 974,061 |
| 1986 | 16 - 17 | 254 | 290.18 | 73,706 | 935,510 | 971,461 |
| 1987 | 15 - 16 | 239 | 300.74 | 71,877 | 929,119 | 970,501 |
| 1988 | 13 - 15 | 226 | 311.30 | 70,354 | 923,803 | 970,994 |
| 1989 | 12 - 13 | 213 | 321.86 | 68,556 | 919,913 | 973,321 |
| 1990 | 11 - 12 | 201 | 332.42 | 66,816 | 917,491 | 977,557 |
| 1991 | 10 - 11 | 189 | 342.98 | 64,823 | 916,892 | 984,096 |
| 1992 | 8 - 10 | 179 | 353.54 | 63,284 | 917,790 | 992,651 |
| 1993 | 7 - 8 | 154 | 364.10 | 56,072 | 925,965 | 1,009,043 |

Notes:

1. The payment date will be August 1 of each year.
2. The Age Groups in 1974 of those eligible for payments in subsequent years.
3. The 1,365 persons are the total of 429 in Age Group 39-45; 454 in Age Group 45-51; and 482 in Age Group 51-59 taken as of 1974.
4. Per capita payment (\$176.05) plus 6 percent simple interest from October 7, 1975 to August 1, 1977.
5. Total Amount to be paid in per capita payments in each year.
6. The \$1,293,300 is the estimated amount available as of July 26, 1977, under the per capita plan.
7. The amount which would remain in the fund if an average of 7 percent interest per annum is earned and total per capita payments are made as listed in column 5.
8. The amount which would remain in the fund if an average of 7.3 percent interest per annum is earned and total per capita payments are made as listed in column 5.