ONEIDA TRIBE OF INDIANS OF WISCONSIN

ONEIDA TRUST DEPARTMENT

P.O. BOX 365 • ONEIDA, WI 54155
PHONE: (920) 490-3935 FAX: (920) 496-7491

Per Capita Trust Agreement
November 9, 1994

Amended December 12, 2001
Amended February 23, 2005
Amended March 24, 2010
Amended February 13, 2013
Amended April 23, 2014
Amended May 13, 2015

This **Trust Agreement** is made and entered into on this 9th day of November 1994 between the **Oneida Business Committee of the Oneida Tribe of Indians of Wisconsin, acting on behalf of the General Tribal Council of Oneida Tribe of Indians of Wisconsin** ("trustor"), and on behalf of the **Beneficiaries** named herein, and the **Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin** ("trustee").

In consideration of the following covenants, the **trustor** hereby transfers authority to the **trustee** to administer the trust fund, defined as all Per Capita Distributions of the Oneida Tribe of Indians of Wisconsin which are payable to the **beneficiaries** named herein. The **trustee** accepts the authority to hold these funds in **trust** and to administer these funds, directing investment, reinvestment, and collection of income from the funds. The **trustee** agrees to hold, administer and distribute the **trust** under the following terms and conditions.

Article I. Beneficiaries

The **beneficiaries** of the **trust** shall be all duly enrolled members of the Oneida Tribe of Indians of Wisconsin who are eligible to receive a Per Capita Distribution in any year in which any such Distribution is made, and who have not yet attained the age of eighteen years by September 1st of the year in which such Distribution is made.

Article II. Trust

A. The per capita distributions(s) to each **beneficiary**, together with the net profit and income accumulations therefrom shall comprise an individual and separate **trust** for that **beneficiary**. Each **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** of any part thereof, into shares or trust as may be authorized or directed under these provisions, may allot to the **trusts** an undivided interest in any or all assets of the **trust** and may make joint investment of the funds in the **trusts** and may hold **trusts** as a common fund, dividing the net income and profits proportionately among them.

B. The Oneida Tribe of Indians of Wisconsin ("Tribe") shall be treated as the grantor and owner of any trusts established herein.

C. The **trust** hereby established shall be irrevocable.

D. The **trust** is intended to be a grantor trust, of which the Tribe is grantor, within the meaning of subpart E, subchapter J, Chapter 1 subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

E. The Tribe shall have the right at any time and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held in the **trust.** This right is exercisable by the Tribe in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

Article III. Distribution, Death of Beneficiary, Discretionary Payments

A. General Rule - Distribution and Valuation:

(1) Uniform Distribution Date: All distributions under the **trust** other than those subject to subsections B (deferral), or C (pre-18), or as otherwise provided for and approved herein, shall be processed on a uniform annual distribution date to be set by the Trustee on or after the first day of each fiscal year, October 1. Attempts will be made to establish the Trust's uniform distribution date, when practicable, to coincide with the general distribution date(s) for adult per capita payments to the general membership. For any additional per capita payments, including supplemental payments for members who were eligible but did not make a timely submission, the Trust Committee may establish dates and deadlines associated with those payments, as needed.

(2) Age 18/Minimum Education Requirements: Except for those accounts subject to a deferred election as set forth in B, each **beneficiary** shall receive one **trust** account maturity payment of the monies accumulated in the "Minors Trust Fund," including earnings, for that particular **beneficiary** as of the Uniform Distribution Date on or immediately after reaching the age of eighteen (18) if the **beneficiary** provides the Enrollment Department with proof he or she has obtained a high school diploma, a high school equivalency diploma or a general equivalency diploma at least 30 days prior to the Uniform Distribution Date. If such proof is not provided by the **beneficiary** by such date, his or her **trust** funds shall not be disbursed until the Uniform Distribution Date on or immediately after his or her twenty-first (21st) birthday. Minors declared legally incompetent, and minors who have a learning disability or other disability are excepted from the diploma requirement. Funds for a minor declared legally incompetent shall be put into a trust account for the legally incompetent adult. Minors with a disability providing a certificate of twelve (12) years of school attendance will be treated as high school graduates. All accounts reaching maturity throughout the year will be processed and distributed annually, as of the next Uniform Distribution Date.

(3) Valuation: The value of the **trust** shall be determined on an annual valuation date, which shall be the 30th day of September of each year, and such other dates as established for the valuation of **trust** assets of the **trustee**.

(4) Death: Upon the death of a **beneficiary** who has not qualified for distribution of his/her trust, his/her **trust** shall be distributed to the **beneficiary's** estate. In all cases, such payment shall be made in the name of the **beneficiary** to be paid to the estate of the **beneficiary** as soon as reasonably practicable following the date of his/her death.

B. Deferral Elections:

(1) Uniform Deferral Date**:** All deferral elections under the **trust** (as described below) must be entered into on or before July 1 of each year for distributions that would otherwise become payable as of the Uniform Distribution Date for the next fiscal year.

(2) A **beneficiary** that desires to defer payment to a later date than that set forth in A above may enter into a deferral election subject to RAP Section VIII(C)(5) and the rules and restrictions set forth herein.

i. Age 18-21: Each **beneficiary** that would otherwise qualify for a distribution will be provided the option to elect up to three one-year deferrals between the ages of eighteen (18) and twenty-one (21), allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable on the Uniform Distribution Date following age nineteen (19), twenty (20), and/or twenty-one (21). The **beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of the fiscal year in which the **beneficiary** turns age eighteen (18), nineteen (19) and/or twenty (20) as applicable. Deferral elections prior to age eighteen (18) must be signed by the **beneficiary** and the **beneficiary's** parent or legal guardian.

ii. Post-Age 21: Each **beneficiary** will be provided the option to extend the deferrals previously elected under (i) above for up to three (3) three-year options allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable following age twenty-four (24), twenty-seven (27) and/or thirty (30). The **beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of the fiscal year in which the **beneficiary** turns twenty-one (21), twenty-four (24), and/or twenty-seven (27) as applicable.

iii. Deferred Payment Agreements shall, except in the case of Unforeseeable Emergency, be irrevocable. Each Deferred Payment Agreement shall be in a form approved by the **trustee**.

iv. Distribution of a **beneficiary's** benefits shall thereafter be subject to the terms of the Deferred Payment Agreement rather than Section A above.

(3) Notwithstanding any other provisions of the **trust** to the contrary, benefits may become payable prior to the regular or Deferred Payment dates set forth above, and annual deferral or payment agreements entered into may be modified, in the case of an Unforeseeable Emergency. An Unforeseeable Emergency for this purpose is a severe financial hardship to the **beneficiary** resulting from an illness or accident of the **beneficiary**, the **beneficiary's** spouse, the **beneficiary's** contingent **beneficiary**, or a dependent (as defined in Code Section 152(a)) of the **beneficiary**, loss of the **beneficiary's** property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the **beneficiary**. Any early withdrawal or modification to a Deferred Payment Agreement hereunder on account of an Unforeseeable Emergency approved by the **trustee** shall be limited to the amount necessary to meet the emergency, and modification of a deferral agreement may only be made on a prospective basis. An Unforeseeable Emergency may not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the **beneficiary's** assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). The **trustee**, in its discretion, shall determine when a distribution or modification shall be made pursuant to this Section, but in accordance with rules, procedures and limitations deemed necessary for compliance with the Internal Revenue Code including rules against premature taxation due to constructive receipt and/or economic benefit. The existence of an Unforeseeable Emergency may be made with reference to Code Section 409A.

(4) A **beneficiary** shall not vest in his benefits until distributed.

(5) Deferred Payment Agreements shall be administered in a manner designed to avoid premature taxation through IRS doctrines of constrictive receipt and economic benefit. The **trustee** shall implement such election forms and agreements as may be necessary to accomplish the foregoing, and shall have the power to deny distributions that would otherwise not satisfy the foregoing rules.

(6) **Trust** accounts subject to a deferral election will be invested by the **trustees**. The **trustees** shall invest said accounts in accordance with any investment policy which the Trust Committee may adopt and may amend from time to time. The investment policy may include an investment structure whereby the **trustee** is directed to meet (to the extent possible) hypothetical investment selections made by **beneficiaries** based on limited fund options approved by the **trustees**. The **trust** may also provide earnings credits (and reductions) to a **beneficiary's** account based on the hypothetical earnings / losses attributable to his or her elections. However, the

trustees, rather than **beneficiaries**, shall have ultimate authority as to which investments or investment funds are selected for actual investment of **trust** assets, and the direction of those funds.

C. Early Distributions (pre-18) for Health Education and Welfare:

(1) The Oneida Trust Committee may order distribution of trust proceeds prior to the beneficiary's attainment of the age of eighteen provided that the Oneida Trust Committee determines that (1) the distributed funds will be used solely for the health, education or welfare of the minor beneficiary, and (2) the distribution is a result of an Unforeseeable Emergency.

(2) Any petition for early distribution under this provision shall include the following information:

i. a detailed budget of monies necessary for the beneficiary's health, education, or welfare;
ii. a detailed justification for the need to expend Trust funds to meet the beneficiary health, education or welfare needs, including other possible sources of funds or the lack thereof;
iii. a showing that the request is for an Unforeseeable Emergency (as defined in Article III, Section B; and
iv. and a showing that all other resources, including federal, state, local, and tribal assistance, have been exhausted.

(3) The showing of an Unforeseeable Emergency shall be made in accordance with the rules and procedures set forth in Article III, Section B.

D. There shall be no distribution of a **beneficiary's trust** before his/her qualification for distribution under the conditions listed.

Article IV. Additional funds

Additional funds may be transferred to this **trust** in any year in which a Per Capita Distribution is made, or as otherwise directed by the General Tribal Council of the Oneida Tribe of Indians of Wisconsin.

Article V. Accounting by Trustee

A. The **trustee** shall render an accounting of its administration of this **trust** at thirty (30) day intervals, commencing on October 30, 1994, by delivering to the **trustor** a written accounting of its transactions pursuant to this agreement.

B. The **trustee** shall, upon written request of a parent or guardian of a **beneficiary**, furnish a copy of the most recent valuation to the parent or guardian of the **beneficiary**.

C. Each accounting furnished to the **trustor** shall be final and conclusive in respect to the transactions disclosed in that account and as to all **beneficiaries** of the **trust** and, after

settlement of the account by reason of the expiration of the sixty (60) day period after the submission of the accounting, the **trustee** shall no longer be liable to any **beneficiary** of the **trust** in respect to transactions disclosed in the accounting except for the **trustee's** will fraud. However, the **trustee** may at any time during the sixty (60) day period petition the Oneida Appeals Commission for a settlement of its accounts submitted pursuant to this agreement.

Article VI. Trustee Powers and Duties.

To carry out the purposes of this **trust**, the **trustee** is vested with the following powers in addition to powers already specified in this document and to any powers now or in the future conferred by the Oneida Tribe of Indians of Wisconsin or the State of Wisconsin:

A. To direct the acquisition and holding of any property, real, personal, or mixed, and to direct the operation at 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 or losses of which will inure to or be chargeable to the **trust**.

B. To sell, convey, or otherwise dispose of the whole or any part of any property at any time held hereunder at any time for any price, to any party or parties, in any manner, and upon other terms and conditions, as **trustee** shall deem advisable.

C. To make such purchases or exchanges at any time, for any prices, in any manner and upon other terms and conditions as **trustee** shall deem advisable, and to invest and reinvest in securities, mortgages, insurance, leases, commodities or other evidence of rights, interests or obligations, secured or unsecured, or other property, real, personal, or mixed as **trustee** shall deem advisable, as long as such investment is in accordance with the investment policies of the **trustor**.

D. To direct the investment and reinvestment of the principal of the **trust** in properties of every kind and nature, including specifically, but not limited to, saving accounts, corporate obligations, and stocks and bonds, which a reasonable person would acquire for their own account, including investments in common trust funds operated by **trustee** where **trustee** deems it in the best interest of the **trust** to do so.

E. To have the power to exercise, respecting securities, all rights, powers and privileges of an absolute owner, including, but not limited to, vote stock; give proxies; pay calls for assessments; sell or exercise stock subscription or conversion rights; participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, and voting trust and assent to corporate sales and other acts; and in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as **trustee** may deem advisable.

F. To pay or reserve sufficient funds to pay all expenses of management and administration of this **trust**, all or any part of which may, in **trustee's** discretion, be charged either to

income or principal of the **trust**.

G. All taxes, assessments, fees, charges and other expenses incurred by **trustee** in the administration or protection of this **trust** shall be a charge on the **trust** estate, and prior to final distribution of the **trust** estate shall be paid by **trustee** in full from principal or income or partially from each in such manner as **trustee** in **trustee's** absolute discretion may determine advisable.

H. To prescribe the manner in which all checks, stock certificates or other instruments may be signed, endorsed or executed by or for the **trustee**. The **trustee** may appoint or employ such agents, agencies, attorney, custodians, employees, assistants, accountants or legal or investment counsel as the **trustee** deems advisable. The **trustee** may make execute or deliver any transfer or their instrument or do any ministerial acts necessary or proper to be done in the execution of any duty imposed upon the **trustee** or for any purpose the **trustee** deems appropriate or desirable. The **trustee** may charge the expense for the above-listed activities to principal or income as the **trustee** shall determine proper.

I. To do all acts, institute all proceedings, and to exercise all other rights, powers, and privileges that an absolute owner of the property would otherwise have the right to do, subject always to the discharge of the **trustee's** fiduciary obligations.

J. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this **trust, trustee** shall exercise the judgement and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.

K. The enumeration of certain powers in this agreement shall not limit the general or implied powers of the **trustee**. **Trustee** shall have all additional powers that may be necessary to enable **trustee** to administer this **trust** in accordance with the provisions of this **trust** instrument, subject only to limitations as may be expressly provided herein.

Article VII. Duration of Trustee Powers

All of the rights, powers, authorities, privileges and immunities given to **trustee** by this agreement shall continue after termination of the **trust** created hereby until **trustee** shall made actual distribution of all property held by it hereunder.

Article VIII. Assignment of Trust

The interest of all **beneficiaries** shall vest upon the receipt of funds from the **trust** account of the **beneficiary**.

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** shall not be subject in any manner while under the direction of the **trustee** to debts, contracts, liabilities, engagements, obligations or torts of such **beneficiary** nor to the claims of the creditors of the **beneficiary,** nor to the process of law.

Article IX. Responsibility Regarding Payments to the Trust Beneficiary When the Tribe is Insolvent.

A. The **trustee** shall cease payment of benefits to **trust beneficiaries** if the Tribe is Insolvent. The Tribe shall be considered "Insolvent" for purposes of this **trust agreement** if the Tribe becomes subject to a pending proceeding as a debtor under the Untied States Bankruptcy Code.

B. Any Assets held by the **trust** will be subject to the claims of the Tribe's general creditors under federal and other applicable law in the event of insolvency, as defined in Subsection A herein.

(1) The Chairperson of the Tribe shall have the duty to inform the **trustee** in writing of the Tribe's Insolvency. If a person claiming to be creditor of the Tribe alleges in writing to the **trustee** that the Tribe has become Insolvent, the **trustee** shall determine whether the Tribe is Insolvent and, pending such determination, the **trustee** shall discontinue payment of benefits to **trust beneficiaries.**

(2) Unless the **trustee** has actual knowledge of the Tribe's Insolvency, or has received notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is Insolvent, the **trustee** shall have no duty to inquire whether the Tribe is Insolvent. The **trustee** may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to it that provides the **trustee** with a reasonable basis for making a determination concerning the Tribe's solvency.

i. If at any time the **trustee** has determined that the Tribe is Insolvent, the **trustee** shall discontinue payments to **trust beneficiaries** and the **trustee** shall hold the assets of the **trust** for the benefits of the Tribe's general creditors; provided that (i) nothing in this **trust agreement** shall in any way diminish any rights of **trust beneficiaries** to pursue their rights as general creditors of the Tribe with respect to benefits due under the **trust**, the Gaming Allocation Plan or otherwise, and (ii) nothing herein shall enhance or grant independent claim rights to the Tribe's general creditors that they otherwise would not have against the Tribe or its assets.

ii. The **trustee** shall resume the payment of benefits to **trust beneficiaries** in accordance with Subsection 2 only after the **trustee** has determined that the Tribe is not insolvent (or is no longer insolvent) or after the legal claims of general creditors as satisfied (through payment or dismissal).

C. Provided that there sufficient assets, if the **trustee** discontinues the payment of benefits

from the **trust** pursuant to Subsection 3b hereof and subsequently resumes such payments, the first payments following such discontinuance shall include the aggregate amount of all payments due to **trust beneficiaries** for the period of such discontinuance, less the aggregate amount of any payments made to **trust beneficiaries** by the Tribe in lieu of the payments provided for hereunder during any such period of discontinuance.

D. In the event that any payment hereunder are discontinued (and not made up under Subsection 3c above or otherwise, the **trust beneficiaries** shall have (to the extent permitted under applicable law) a continuing claim against the Tribe for the remaining benefits due under the **trust** and or the Gaming Allocation Plan.

Article X. Termination of Trust

Unless terminated as otherwise provided for in this document, this **trust** and all trusts created herein, shall terminate at the date of twenty-two years from the initiation of this **trust**, or at the expiration of one year after the date on which the youngest **beneficiary** named shall qualify for distribution, whichever is later in time.

Upon the termination of this **trust**, all remaining assets of the **trust** shall revert to the General Fund of the General Tribal Council of the Oneida Tribe of Indians of Wisconsin.

Article XI. Liability of Trustee

The **trustee**, while acting under the conditions set forth in this document, shall incur no personal or individual liability to any individual or corporation dealing with the **trustee** in administering this **trust** in accordance with the provisions set out in this document, and may contract in such manner that it shall expressly be exempted from any personal or individual 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**. Each **trustee** or successor **trustee** shall be requested and required to post $50,000.00 bond.

Article XII. Designation of Trustee

The **trustor** designates the Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin as **trustee**. The **trustee** shall administer and distribute the **trust** under the terms and conditions set out in this agreement.

Article XIII. Resignation or Removal of Trustee

A. Any **trustee** of successor **trustee** shall have the right to resign any time by giving thirty days written notice thereof to the Trust Committee and the **trustor**.

B. Any removal of a **trustee** shall be pursuant the Oneida Removal Ordinance.

C. That upon the resignation, removal, or death of any **trustee** or successor **trustee**, the Chairman of the Oneida Trust Committee will select or nominate a candidate subject to the approval of the Trust Committee. Upon the approval of a successor by the Trust Committee, notice shall be sent to the Oneida Business Committee informing them of the selection of a new Trust Committee member. The successor will then serve out the terms. If the resignation or death occurs with more that one year left of the three (3) year term of the predecessor **trustee**, a new committee member will be elected at the next General Tribal Council election to serve out the remainder of that term. Any successor **trustee** shall have all the immunities, rights, duties, and powers, discretionary or otherwise, granted to the **trustee** herein.

Article XIV. Successor Trustee

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**, nor shall such successor be required to inquire into or take any action concerning the acts of or against any predecessor **trustee** or **trustees**.

Article XV. Dispute Resolution

A. Disputes between the Oneida Trust Committee and the Oneida Business Committee under this provision shall be negotiated by the parties to this agreement. If the matter cannot be resolved, the matter shall be resolved by the General Tribal Council at a regular meeting or at a special meeting called for that purpose.

(1) In conflicts between the laws of the Oneida Tribe of Indians of Wisconsin and laws of the State the laws of the Oneida Tribe of Indians shall take precedence over the laws of Wisconsin.

B. If any dispute arises out of the distribution of a beneficiary's interest under the Trust, all such matters shall be resolved according to the procedures set forth in the Oneida Administrative Procedures Act, except as otherwise provided in the Oneida Tribe of Indians of Wisconsin Revenue Allocation Plan.

Article XVI. Severability of Provisions

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

Article XVII. Amendment of Trust Agreement

Trustor, without the consent of any **beneficiary**, but with the written consent of **trustee**, may

amend or modify the terms and provisions of this **trust agreement**.

Article XVIII. Governing Law

This agreement and the dispositions hereunder shall be construed and regulated, and their validity and effect shall be determined by the laws of the Oneida Tribe of Indians of Wisconsin and the State of Wisconsin.

In witness thereof, **trustor** and **trustee** have executed this agreement at Oneida, Wisconsin the day and year first above written.

/s/ Deborah Doxtator
Deborah Doxtator
Chairperson,
Oneida Business Committee
November 09, 1994

/s/ Lois Strong
Lois Strong
Chairperson,
Oneida Trust Committee
November 09, 1994

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on December 12, 2001.

/s/ Gerald Danforth
Gerald Danforth
Chairperson,
Oneida Business Committee
December 12, 2001

/s/ Loretta V. Metoxen
Loretta V. Metoxen
Chairperson,
Oneida Trust Committee
December 12, 2001

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on February 23, 2005.

/s/ Cristina Danforth
Cristina Danforth
Chairperson,
Oneida Business Committee
February 23, 2005

/s/ Loretta V. Metoxen
Loretta V. Metoxen
Chairperson,
Oneida Trust Committee
February 23, 2005

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on March 10, 2010.

/s/ Richard G. Hill

/s/ Carole Liggins

Richard G. Hill
Chairperson,
Oneida Business Committee
March 24, 2010

Carole Liggins
Chairperson,
Oneida Trust Committee
March 24, 2010

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on February 13, 2013.

/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust/Enrollment Committee

IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have caused this Fifth Amendment to the Trust to be executed by their duly authorized representative this 23rd day of April 2014.

/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust/Enrollment Committee

IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have caused this Fifth Amendment to the Trust to be executed by their duly authorized representative this 13th day of May 2015.

Cristina Danforth
Chairperson,
Oneida Business Committee

Carole Liggins
Chairperson,
Oneida Trust/Enrollment Committee

Amendments approved by OTC 12-05-01
Amendments approved by OBC 12-12-01
Amendments approved by OTC 01-28-05
Amendments approved by OBC 02-23-05
Amendments approved by OTC 03-02-10
Amendments approved by OBC 03-24-10
Amendments approved by OTC 12-18-12
Amendments approved by OBC 02-13-13
Amendments approved by OTC 03-25-14
Amendments approved by OBC 04-23-14
Amendments approved by OTC 03-17-15
Amendments approved by OBC 05-13-15