

ONEIDA TRIBE OF INDIANS OF WISCONSIN
ELDER, EDUCATION AND GENERAL WELFARE TRUST

Initially Established, March 18, 1977

Restatement Effective Date: April 3, 2009

Restatement Approved by:
The Oneida Trust Committee: May 27, 2008
The Oneida Business Committee: October 1, 2008

ONEIDA TRIBE OF INDIANS OF WISCONSIN
ELDER, EDUCATION AND GENERAL WELFARE TRUST

INDEX

Description:	Page
Preamble:	
ARTICLE I DEFINITIONS	
Section 1.1 Definitions	5
ARTICLE II ESTABLISHMENT OF TRUST	8
Section 2.1 Acceptance of Trust	8
Section 2.2 Relationship to Distribution Plans	8
Section 2.3 Administration of the Trust Fund	9
Section 2.4 Establishment and Operations of the Oneida Trust Committee	9
Section 2.5 Receipt of Contributions / Source of Funds	10
Section 2.6 Separate from All Other Trusts	11
ARTICLE III PLANS OF DISTRIBUTION	12
Section 3.1 1977 Distribution Plan - Emigrant New York Claim Fund and Distribution Plan	12
Section 3.2 Elder Trust Fund and Distribution Plan	13
Section 3.3 General Welfare Fund and Distribution Plan	15
ARTICLE IV GRANTOR TRUST	16
ARTICLE V PAYMENTS FROM TRUST	17
Section 5.1 Payment of Benefits	17
Section 5.2 Withholding and Payment of Taxes	17
Section 5.3 Payment of Trust Expenses	18
Section 5.4 Payment to Disabled or Minor	18
ARTICLE VI RABBI TRUST PROVISIONS - NON-DOCKET 75 FUNDS ONLY	18
Section 6.1 Applicability of Article	18
Section 6.2 Responsibility Regarding Payments upon Insolvency	18

Section 6.3	General Creditors	19
Section 6.4	Notice of Insolvency	19
Section 6.5	Discontinuance of Payments	19
Section 6.6	Missed Payments	20
ARTICLE VII EXCLUSIVE PURPOSE		20
Section 7.1	General Rule	20
Section 7.2	2/3 Vote Exception	20
ARTICLE VIII INVESTMENT AUTHORITY		21
Section 8.1	Investment Powers	21
Section 8.2	Investment Policy	24
Section 8.3	Investment Consultants and Advisors	24
Section 8.4	Disposition of Income	25
ARTICLE IX ACCOUNTING BY TRUSTEE		25
Section 9.1	Accounting	25
Section 9.2	Valuation of Trust Fund	26
Section 9.3	Limited Authority to Commingle Assets; Preservation of Source	26
ARTICLE X RESPONSIBILITY OF TRUSTEE		27
Section 10.1	Standard of Care	27
Section 10.2	Trust Department	27
Section 10.3	Scope of Duties	27
Section 10.4	Allocation of Fiduciary Responsibility	28
Section 10.5	Professional Advisors	28
Section 10.6	General Powers	28
Section 10.7	Prior Trustee Action; Co-Trustee	29
Section 10.8	Official Action	29
ARTICLE XI AMENDMENT AND TERMINATION		29
Section 11.1	Amendment	29
Section 11.2	Termination	29

ARTICLE XII MISCELLANEOUS	30
Section 12.1 Savings Clause	30
Section 12.2 Spend Thrift	30
Section 12.3 Unfunded Arrangement; No Promise of Tax Benefit	30
Federal Trust Responsibilities	30
Section 12.4 Governing Law	30
ARTICLE VIII EFFECTIVE DATE AND ADOPTION	31

ONEIDA TRIBE OF INDIANS OF WISCONSIN
ELDER, EDUCATION AND GENERAL WELFARE TRUST

This TRUST AGREEMENT, is entered into as of the date(s) written below, by and between the Oneida Tribe of Indians of Wisconsin, a federally recognized and sovereign Indian tribal government (the "Tribe"), acting through its duly authorized Business Committee, and the Oneida Trust Committee, a political body vested with authority to govern and manage the assets as set forth herein (the "Trustee").

PREAMBLE

The Tribe initially established this Trust, by an instrument dated March 18, 1977, as means to assume management of specified settlement funds (called "Docket 75 Funds") from the Secretary of the Interior of the United States of America, acting pursuant to Public Law 90-93, 25 U.S.C. Sections 1141-1147, September 27, 1967.

Since then, certain of the distributions originally called for have been completed, and the Trust, as to remaining assets, has been amended by resolution on several occasions, with expansions in both scope and source.

This restated Trust instrument is intended to consolidate all amendments to date, and provide added flexibility to accommodate changes needed to meet the evolving needs of the Tribe:

Throughout this Trust Agreement certain defined terms, which will be identified by the capitalization of each word or substantive word of a phrase, will be used. Such terms shall have the meanings ascribed to them herein unless the context in which said words are used or the express provisions of this Trust Agreement provide otherwise.

ARTICLE I
DEFINITIONS

1.1 DEFINITIONS.

When a word or phrase shall appear in this Trust with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be a term defined in this Section 1.1. The following word or phrases utilized in the Trust with the initial letter capitalized shall have the meanings set forth in this Section 1.1, unless a clearly different meaning is required by the context in which the word or phrase is used:

(a) "Beneficiary" - The term Beneficiary shall refer to a Member who is entitled to Trust benefits pursuant to a Distribution Plan.

- (b) "Business Committee" - The term Business Committee shall refer to the Oneida Tribe of Indians of Wisconsin Business Committee, an elected political body serving under the Constitution and laws of the Oneida Tribe of Indians of Wisconsin.
- (c) "Distribution Plan" - The term Distribution Plan shall refer to the rules, restrictions and procedures, as set forth in Article III, for the distribution of Trust assets based on specific eligibility criteria set forth therein.
- (d) "Docket 75 Funds" - The term Docket 75 Funds shall refer to those funds derived from Public Law 90-63, 25 U.S.C. Section 1141-1147, in payment of a judgment in favor of the Emigrant New York Indians in Indian Claims Commission Docket Number 75.
- (e) "General Tribal Council" - The term General Tribal Council shall refer to the General Tribal Council of the Oneida Tribe of Indians of Wisconsin, a political body with all powers reserved to it under the Constitution and laws of the Oneida Tribe of Indians of Wisconsin.
- (f) "General Welfare Doctrine" or "General Welfare Benefits" - The term General Welfare Doctrine or General Welfare Benefits shall refer to the federal tax principal through which the Internal Revenue Service recognizes that certain payments by an Indian tribal government under a legislatively provided social benefit program for the promotion of the general welfare of the citizenship are excludable from the gross income of those individuals who receive said payments. General Welfare Benefits are provided on a needs basis, and are not provided on a per capita basis in exchange for services or in lieu of compensation.
- (g) "Grantor Trust" - The term Grantor Trust shall refer to a trust over which the Tribe continues to be treated as the legal owner for tax purposes of trust assets until actually or constructively distributed to the trust beneficiaries. The rules for determining whether a trust qualifies as a grantor trust are found in subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended. As of the writing of this Trust, said provisions are codified and may be found at Internal Revenue Code Sections 672-679.
- (h) "Legal Incompetent" - The term Legal Incompetent shall, consistent with 25 C.F.R. Section 290.2, mean an individual who is eligible to participate in a gaming per capita payment and who has been declared to be under a legal disability, other than being a minor, by a court of competent jurisdiction.
- (i) "Member" - The term "member" shall mean an enrolled citizen of the Oneida Tribe of Indians of Wisconsin who meets the requirements established by applicable Tribal law for enrollment in the Tribe.
- (j) "Minor" - The term Minor shall refer to an enrolled Member of the Oneida Tribe of Indians of Wisconsin who has not attained the age of eighteen (18) years.

(k) "Oneida Trust Committee" or "Trust Committee" - The term Oneida Trust Committee or Trust Committee shall refer to the trust committee initially established pursuant to General Tribal Council Resolution 4-28-74 and 1-8-77-C, as the same may be amended. While the Trust Committee has been delegated other responsibilities, including certain duties with regard to enrollment, the provisions of this instrument shall refer only to the Trust Committee's duties and responsibilities with regard to the Trust, unless otherwise expressly provided to the contrary.

(l) "Perpetual Trust" - The term Perpetual Trust shall refer to that portion of the Trust maintained by the Trust Committee for the purpose of providing benefits on a self sustaining basis.

(l) "Principal" - The term Principal shall include the amount of all contributions made to the Trust and, unless expressly designated otherwise with respect to a particular Distribution Plan, all reinvested interest or earnings on those contributions.

(m) "Rabbi Trust" - The term Rabbi Trust shall refer to a type of Grantor Trust which the Internal Revenue Service recognizes as a means to set aside assets for the benefit of a Beneficiary, without causing premature taxation to the Beneficiary until benefits are actually or constructively received. A Rabbi Trust may restrict the use of assets to specified purposes for the protection of Beneficiaries, but must contain a provision subjecting trust assets to creditor risk in the event of the Tribe's insolvency as set forth in Section 6.2 through 6.6. The Internal Revenue Service has established certain safe harbor provisions to ensure Rabbi Trust status, which are set forth in Revenue Procedure 92-64. For purposes of this Trust, the term "Rabbi Trust" shall refer to the requirements for tax deferral under IRS Revenue Procedure 92-64.

(n) "Source Exclusion" - The term Source Exclusion shall refer to those distributions that are immune from state taxation, federal taxation and / or resource inclusion based on the source of funds being distributed, rather than upon the purpose for which the funds will be expended, under 25 U.S.C. Section 1146, 1407 and 1408.

(o) "Tribe" - The term Tribe shall refer to the Oneida Tribe of Indians of Wisconsin.

(p) "Trust" or "Trust Agreement" - The term Trust or Trust Agreement shall refer to the Oneida Tribe of Indians of Wisconsin Elder, Education and General Welfare Trust, as set forth in this instrument, and as may hereafter be amended. The Trust succeeds to and restates the Emigrant New York Indian Trust of the Oneida Tribe of Indians of Wisconsin of 1977. The term "Trust" as used in this instrument shall not include or refer to other trusts of the Tribe that are not expressly incorporated herein.

(q) "Trustee" - The term Trustee shall refer to the Oneida Trust Committee.

(r) "Trust Fund" - The term Trust Fund shall refer to the Trust contributions and earnings held, invested, administered and distributed pursuant to the Trust.

(s) "Unfunded" - The term Unfunded shall refer to a federal tax principal whereby funds that are set aside for the purpose of paying specified benefits are not treated as taxable to the Beneficiary until actually or constructively received. Use of vehicles such as Grantor Trusts or Rabbi Trusts to accumulate assets shall not subject Beneficiaries to premature taxation or impact the unfunded nature of benefits. The term "unfunded" shall not diminish the obligation, if any, for the Business Committee to transfer funds to the Trustee pursuant to the Grantor or Rabbi Trust provisions set forth herein.

ARTICLE II
ESTABLISHMENT OF TRUST

2.1 ACCEPTANCE OF TRUST.

The Trustee hereby accepts this trust as evidenced by the Trustee's execution of this Trust Agreement. This trust, initially referred to as the Emigrant New York Indian Trust of the Oneida Tribe of Indians of Wisconsin of 1977, shall hereafter be known as the "Oneida Tribe of Indians of Wisconsin Elder, Education and General Welfare Trust".

The Trust hereby established shall be revocable, subject to the restrictions of Section 7.2.

2.2 RELATIONSHIP TO DISTRIBUTION PLANS.

The Trust consists of funds from various sources and with differing rules, restrictions, and procedures relating to the distribution of designated assets ("Distribution Plans"). The Trust shall be maintained with separate accounts and sub-trusts as necessary to maintain the distinction between assets dedicated for distinct Distribution Plans. Assets earmarked for limited use within a particular Distribution Plan shall not be diverted for other purposes not authorized by the Distribution Plan. The Trustee shall not commingle assets from a Distribution Plan which are restricted to assets from a specific source or sources.

For administrative and governmental reporting and disclosure purposes, each Distribution Plan shall constitute a part of this Trust. The duties, obligations and liabilities of the Trustee as trustee under the Distribution Plans shall be limited to those

set forth in this Trust Agreement and those imposed by applicable law, notwithstanding the duties, obligations and liabilities arising from any other capacity in which the Trustee shall act.

2.3 ADMINISTRATION OF THE TRUST FUND.

The Trustee shall hold, administer and invest the Trust Fund and all sums paid to the Trustee in accordance with the provisions of this Trust Agreement and the applicable Distribution Plan(s) to which the assets relate. The Trustee shall receive any contributions paid to the Trustee in cash or in the form of such other property as the Trustee may at any time deem acceptable and which shall have been delivered to the Trustee. Notwithstanding the foregoing, the Trustee may make arrangements with a custodian to hold all or a portion of the funds as necessary to implement the Investment Policy called for in Section 8.2. All contributions so received, together with the income therefrom, and any other increments and accruals thereon, shall hereinafter be collectively referred to as the "Trust Fund" and shall be held, administered and distributed by the Trustee pursuant to the terms of this Trust Agreement.

2.4 ESTABLISHMENT AND OPERATIONS OF THE ONEIDA TRUST COMMITTEE.

(a) HISTORIC REFERENCE.

Oneida General Tribal Council Resolution 4-28-74 directed the establishment of a Trust Administration Plan for the management and distribution of Docket 75 Funds. General Tribal Council Resolution 1-8-77C, thereafter, granted sole legal authority in administering the Docket 75 Trust Fund, and sole legal authority to determine how and with whom the Trust Funds were to be invested, to the duly elected Oneida Trust Committee. Since then, the Oneida General Tribal Council has expanded the sources of revenue under control and management of the Trust, as identified in the various Distribution Plans set forth herein.

(b) ESTABLISHMENT AND GOVERNANCE OF THE COMMITTEE.

The Oneida Trust Committee shall be comprised of individuals from the General Tribal Council and shall consist of nine (9) in number, at least one (1) of whom shall be a member of, and represent the Oneida Business Committee. The Oneida Business Committee member will be the Business Committee Council person receiving the highest number of votes in the General Election.

Committee members shall be elected to specific terms of office, not to exceed three (3) years, at the annual Tribal election held each calendar year. Members of the Trust Committee will be elected by the General Tribal Council and the terms of office will be staggered in length, with three different members up for election each year.

Chairman, Vice-Chairman, and Secretary of the Trust Committee will be elected annually by a majority of the Trust Committee itself.

The Oneida Trust Committee shall report to the Oneida General Tribal Council on a semi-annual basis. The Oneida Trust Committee shall be bound and governed by the following documents:

1. Oneida Trust Agreement
2. Oneida Trust Committee By-Laws
3. Oneida Removal Law
4. Memorandums of Agreement
5. General Tribal Council Directives

(c) RESIGNATION OR REMOVAL.

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. Upon approval of this restated trust instrument by the United States Secretary of the Interior (or designee), notice of resignation to the Trust Committee shall be deemed to satisfy the notice requirements previously delegated to the United States Secretary of the Interior as the historic trust or with regard to Docket 75 Funds. Any successor Trustee shall have all of the immunities, rights, duties, and powers discretionary or otherwise, granted to the Trustee herein, and shall serve for a term equal to the remainder of the term of the trust member being replaced.

2.5 RECEIPT OF CONTRIBUTIONS / SOURCE OF FUNDS.

(a) GENERAL.

Except as otherwise provided in a particular Distribution Plan, all contributions received by the Trustee, together with any income therefrom, shall be transmitted promptly to approved investment vehicles.

(b) DOCKET 75 FUNDS.

Effective September 27, 1967, a fund was established and held for the benefit of the Oneida Tribe of Indians of Wisconsin, by the Secretary of the Interior of the United States of America, acting pursuant to Public Law 90-93, 25 U.S.C. Section 1141-1147, in payment of a judgment in favor of the Emigrant New York Indians in Indian Claims Commission Docket Number 75 (hereafter called the "Docket 75 Funds"). Pursuant to General Tribal Council Resolution 4-28-74, an initial per capita distribution of Docket 75 Funds, in the amount of \$176.05 per eligible member, was made on May 7, 1974, to the oldest 972 members of the Oneida Tribe of Indians of Wisconsin. The remainder, was transferred to this Trust and administered pursuant to the terms set forth herein. Docket 75 Funds not expended pursuant to a prior Distribution Plan, and interest thereon, continue to be accounted for separately as Docket 75 Funds, under procedures designed to preserve the character of those funds to the fullest extent permitted under Public Law 90-93, 25 U.S.C. Section 1141-1147. This restated Trust

replaces the Emigrant New York Indian Trust of the Oneida Tribe of Indians of Wisconsin, as originally dated March 18, 1977.

(c) ANNUAL FUNDING AND REVENUE ALLOCATION.

As part of the annual funding and revenue allocation, the Tribe, pursuant to General Tribal Council Resolutions 8-19-91-B and 1-4-93A, historically contributed an amount no less than \$500,000 each year to the Elder Trust Fund and the Distribution Plan. Annual funding is directed through General Tribal Council budget approval and coordination between the Oneida Trust Committee and Oneida Business Committee. Annual funding is deposited into the Trust pursuant to General Tribal Council Resolution 6-30-90A., as the same may hereafter be amended by the General Tribal Council.

(d) OTHER FUNDS.

The Trustee shall also accept endowments or additional contributions or new revenues generated as may be supported hereafter by appropriate Resolutions of the General Tribal Council, the Business Committee and / or the Oneida Trust Committee, consistent with the purposes and scope of this Trust.

2.6 SEPARATE FROM ALL OTHER TRUSTS.

The Trust established herein shall at all times be maintained separate and distinct from any other trust or trusts which the Oneida Tribe of Indians of Wisconsin may maintain including, without limitation, those established for the purpose of protecting and preserving gaming per capita distributions for Minors or Legally Incompetent Members pursuant to the Indian Gaming Regulatory Act.

ARTICLE III
PLANS OF DISTRIBUTION

3.1 1977 DISTRIBUTION PLAN - EMIGRANT NEW YORK CLAIM FUND AND DISTRIBUTION PLAN.

Subsequent to the initial payment of Docket 75 Funds as set forth above, the Secretary of the Interior of the United States of America (the "Secretary"), effective March 18, 1977, transferred to the Trustee an initial sum derived from Docket 75 Funds and governed in accordance with Public Law 90-93, 25 U.S.C. Sections 1141-1147. An initial Distribution Plan (the "1977 Distribution Plan") was administered as follows:

(a) INITIAL SCHEDULE OF PER CAPITA PAYMENTS.

Beneficiaries of the 1977 Distribution Plan were identified by an Exhibit to the initial Trust Instrument, incorporated herein by this reference, each of whose names, addresses and date of birth were then established by the Tribal Roll and who were defined as (1) all persons born on, prior to and living on September 27, 1967, (2) whose

names then appeared on the membership roll of the Oneida Tribe of Indians of Wisconsin, and (3) who possessed at least one-fourth degree Oneida Indian Blood (the "Initial Schedule of Per Capita Payments"). Pursuant to the 1977 Distribution Plan, the Trustee and the Secretary of the Interior were to direct payment according to the schedule to each Beneficiary who was age 21 or older. The Trustee and Secretary of Interior were to hold amounts for any Beneficiary under the age of twenty-one (21) years, except for amounts deemed necessary or desirable for the care, maintenance, or support and education of such person (but only if there were no other funds or resources known to be available to such person for such purposes).

(b) CONTINGENT BENEFICIARIES; REVERSION.

Upon the death of a Beneficiary before receiving his or her full share, the portion of such Beneficiary so dying, or its undistributed remainder, was to 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 children 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.

(c) UNCLAIMED AMOUNTS; REVERSION.

Any share of a Beneficiary under the 1977 Distribution Plan which remained unclaimed for a period of two (2) or more years from the date of death of such Beneficiary, and for which the Trustee had no satisfactory proof of kinship or heirs surviving, was reverted to the Trust.

(d) PRESERVATION OF MINIMUM BALANCE.

The 1977 Distribution Plan called for the preservation of a Principal balance of the original Docket 75 Funds in an amount no less than One Million Dollars (\$1,000,000.00), except as necessary to meet the Initial Schedule of Per Capita Payments.

(e) EXPANDED BENEFICIARY CLASS; CONTINUATION OF TRUST.

The initial Beneficiary class under the 1977 Distribution Plan was not a limiting class with regard to the disposition of Docket 75 Funds: (1) identification of individuals appearing on the rolls of each tribe entitled to share in the Docket 75 Funds settlement, as of September 27, 1967, was solely for purposes of determining the

proportionate share awarded to each participating tribe; (2) once determined, each participating tribe was free to develop its own distribution plan(s) which did not have to include per capita distributions; (3) the Tribe expressly provided for the preservation of Principal for future Distribution Plans; and (4) the Trust retained reversionary interests for those Beneficiary shares that lapsed under the 1977 Distribution Plan. Termination of the 1977 Distribution Plan, but not this Trust, therefore, is marked by the final distribution owed to the initial Beneficiary class. Thereafter, the Trust shall continue to hold the balance of Docket 75 Funds for future Distribution Plans until exhausted, which shall include such expanded Beneficiary classes as designated in Distribution Plans hereunder, and which may, but need not, include per capita distributions.

3.2 ELDER TRUST FUND AND DISTRIBUTION PLAN.

(a) ESTABLISHMENT.

Pursuant to General Tribal Council Resolution 1-8-90, the Trust Committee was directed to establish a Perpetual Trust Fund. The initial purpose of the Perpetual Trust Fund was to provide for per capita payments to Elderly Members, while managing the Trust Fund to provide additional future benefits to the membership.

(b) AGE 65 BENEFICIARIES.

Pursuant to General Tribal Council Resolution 6-30-90A, the first scheduled payments under the Elder Trust Distribution Plan were to commence no later than December 31, 1994. Beneficiaries under the Elder Trust Distribution Plan consist of Enrolled Members who (1) are living on October 31 of each payment year, and (2) who have attained the age of 65 and above by October 31 of such payment year.

(c) EXPANSION OF BENEFICIARY CLASS.

The Oneida Trust Committee reserves the authority to expand the class of Beneficiaries under the Elder Trust Distribution Plan, contingent on sufficient funding of the Perpetual Trust. By way of example and not by way of limitation, the Oneida Trust Committee shall periodically review the option of adjusting the age criteria set forth in (b) above. When Trust assets reach sufficient levels, the Oneida Trust Committee may also consider providing benefits to serve members with special needs, including (without limitation):

- (1) Handicapped Assistance;
- (2) Burial Assistance; and
- (3) Scholarship Assistance.

(d) FORM OF BENEFITS.

Distribution to the Beneficiary shall be in a form, and pursuant to procedures, prescribed by the Oneida Trust Committee. The Oneida Trust Committee expressly reserves the right to distribute any or all Elder Trust Benefits in a form other than cash payment.

(e) SOURCE OF PAYMENT; TAXATION AND RESOURCES.

The Oneida Trust Committee may implement payment procedures designed to minimize the amount of benefits subject to federal and state taxation or the inclusion of Elder Trust Benefits as a resource for federal or state assistance. Without limiting the foregoing, the Oneida Trust Committee may apply Docket 75 Funds (or funds from another qualified source, if any) for the payment of Elder Trust Benefits which would otherwise be taxable or includable as a resource for purposes of federal or state assistance. Such distributions shall be immune from state and federal taxation and resource inclusion to the fullest extent permitted under 25 U.S.C. Section 1146, 1407 and 1408 (the "Source Exemptions"). Elder Trust Benefits that do not qualify for a Source Exemption may nonetheless qualify for exemption to the extent said payments would constitute General Welfare Assistance under Section 3.3 below.

(f) PAYMENT UPON DEATH; REVERSION.

Upon death of a Beneficiary his/her share shall be paid under the same rules that apply under the Oneida Per Capita Ordinance. In the event any share would become payable to an estate that has no beneficiaries, such share shall revert to the Trust.

(g) PRESERVATION OF PRINCIPAL.

Pursuant to Oneida General Tribal Council Resolution 6-30-90-A, there shall be no invasion of the Principal of the Perpetual Fund, unless the following procedures are followed: (1) First, a decision to invade the Trust Principal must be approved by a 2/3 majority vote of the Oneida Trust Committee; (2) Second, following approval by the Oneida Trust Committee, a decision to invade Trust Principal must be approved by a 2/3 majority vote of the Oneida Business Committee; and (3) Third, following approval by both the Oneida Trust Committee and the Oneida Business Committee, a decision to invade the Trust Principal must be approved by a 2/3 majority vote of the General Tribal Council. No decision to invade the Trust Principal is effective until approved by the Oneida Trust Committee, the Oneida Business Committee and the General Tribal Council.

3.3 GENERAL WELFARE FUND AND DISTRIBUTION PLAN.

(a) ESTABLISHMENT.

To the extent that the Oneida Trust Committee is authorized by the General Tribal Council of the Oneida Tribe of Indians of Wisconsin, a legislative body, to pay Trust benefits on a needs basis, the Oneida Trust Committee shall follow the General Welfare Fund and Distribution Plan guidelines as set forth in this Section 3.3.

(b) GENERAL WELFARE DOCTRINE.

The Internal Revenue Service recognizes that needs based payments by a Tribal government under a legislatively provided social benefit program for the promotion of the general welfare of the Tribe are excludable from the gross income of those individuals who receive said payments, provided certain conditions (specified herein) are met. Benefits authorized by the General Welfare Fund and Distribution Plan are intended to qualify for favorable tax treatment under the general welfare doctrine to the fullest extent permitted at law.

(c) ELIGIBILITY.

Eligibility for General Welfare Benefits hereunder shall be determined by the Trust Committee consistent with the IRS general welfare doctrine. The establishment of a Distribution Plan hereunder should include (as appropriate) such matters as: (1) identity of the beneficiary class, (2) a budget or source of funds for payments, (3) a time frame for starting such program and its intended duration, if subject to a specific term or not otherwise tied to a specified funding source, (4) an explanation of the purpose or goals of the program and whether the program is based on an individual need of the recipient and/or a social need of the Tribe. All Benefits disbursed pursuant to the General Welfare Fund and Distribution Plan shall be designed to promote the general welfare of the Oneida Tribe of Indians of Wisconsin. A Beneficiary must demonstrate that the purpose of any General Welfare Benefits provided hereunder is in furtherance of these Tribal needs, goals and inherent rights of sovereignty.

(d) ESTABLISHMENT OF NEED GUIDELINES; NO SERVICES.

Payments approved under the General Welfare Fund Distribution Plan must be based on the financial needs of the individual recipient of the Benefits, or on the overall benefit to the Tribe, but only to the extent consistent with published guidance from the Internal Revenue Service with regard to its application of the general welfare doctrine. To the extent the Oneida Trust Committee desires to establish payment guidelines beyond those covered by current IRS guidance, the Oneida Trust Committee reserves the right to condition such benefits on the procurement of a favorable IRS private letter ruling, or to treat such payments as taxable pending such guidance. In no event shall General Welfare Benefits be provided in exchange for service or in lieu of compensation.

(e) UNFUNDED PROGRAM; FORFEITURE.

The General Welfare Benefits authorized hereunder shall be "unfunded" for tax purposes and no Beneficiary shall have an interest in or right to any funds budgeted for or set aside until paid. General Welfare Benefits shall remain assets of the Oneida Tribe of Indians of Wisconsin, subject to this Trust, until distributed. The Oneida Trust Committee rules and procedures for the application and payment of General Welfare Benefits shall be administered at all times to avoid the doctrines of constructive receipt and/or economic benefit. Notwithstanding anything herein to the contrary, the Oneida Trust Committee may forfeit General Welfare Benefits should said benefits be treated as a resource to the detriment of the Tribe or a Beneficiary.

ARTICLE IV
GRANTOR TRUST

The Trust is intended to be a grantor trust, of which the Oneida Tribe of Indians of Wisconsin is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly. Solely for purposes of the Docket 75 Funds held hereunder, the Secretary of the Interior of the United States shall be the initial trustor.

The Principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Oneida Tribe of Indians of Wisconsin and, except as provided in Section 7.2 or 6.3 (as applicable), shall be used exclusively for the uses and purposes of the applicable Distribution Plan. Any rights created under a Distribution Plan and this Trust Agreement shall be mere unsecured contractual rights. Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust, except to the extent otherwise expressly granted hereunder or at law with regard to Docket 75 Fund assets or other assets subject to a Source Exclusion.

The General Tribal Council or the Business Committee may at any time authorize additional deposits of cash or other property in trust with Trustee to augment the Principal to be held, administered and disposed of by Trustee as provided in this Trust Agreement. Neither Trustee nor any Beneficiary shall have any right to compel such additional deposits except as may otherwise be provided in a Distribution Plan.

The Tribe, acting through joint approval by Resolutions of the General Tribal Council and of the Business Committee, shall have the right at any time in its sole discretion, to substitute assets of equal fair market value for any Trust asset other than Docket 75 Fund assets or other assets subject to a Source Exclusion. This right is exercisable by the Oneida Tribe of Indians of Wisconsin in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

ARTICLE V
PAYMENTS FROM TRUST

5.1 PAYMENT OF BENEFITS.

The Oneida Trust Committee shall determine the amount and timing of payments called for by a Distribution Plan.

5.2 WITHHOLDING AND PAYMENT OF TAXES.

To the extent that Benefits do not qualify for a Source Exclusion or as General Welfare Benefits, the Trustee shall coordinate with the Oneida accounting department to arrange for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of a Distribution Plan, and the Trustee and Oneida accounting department, as appropriate, shall be responsible for ensuring that amounts so withheld are paid to the appropriate taxing authorities and that any reports necessitated by any distribution or withholding hereunder are filed with the appropriate authorities. Prior to making any payment or distribution hereunder, the Trustee may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustee shall reasonably deem necessary for the protection of the Trustee. The Trustee shall pay out of the Trust Fund all taxes imposed with respect to the Trust Fund or any part thereof under existing or future laws and Trustee in its discretion may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

5.3 PAYMENT OF TRUST EXPENSES.

Subject to the Trustee's fiduciary duty to ensure that Trust expenses are appropriate in purpose and amount, the Trustee may pay from the Trust Fund all fees, compensation of legal counsel, compensation of accountants or other advisors and all other reasonable and necessary expenses of operating, managing and administering the Trust Fund that are not paid by the Tribe.

5.4 PAYMENT TO DISABLED OR MINOR.

The Trustee may direct payments to any Beneficiary under disability by directing that the payments be made 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 the 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 VI
RABBI TRUST PROVISIONS
NON-DOCKET 75 FUNDS ONLY

6.1 APPLICABILITY OF ARTICLE.

The Rabbi Trust provisions of this Article VI shall apply only to Trust Fund assets that are not subject to a Source Exclusion.

6.2 RESPONSIBILITY REGARDING PAYMENTS UPON INSOLVENCY.

The Oneida Trust Committee shall cease payment of benefits to Beneficiaries if the Oneida Tribe of Indians of Wisconsin is Insolvent. The Tribe shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Tribe becomes subject to a pending proceeding as a debtor under the United States Bankruptcy Code, or (ii) the Court's of the Oneida Tribe of Indians of Wisconsin determine both that the Tribe's liabilities exceed its assets, and, as a result, the Tribe is unable to meet its financial obligations, through credit or otherwise, without concessions from the Tribe's general creditors.

6.3 GENERAL CREDITORS.

Any assets held by the Trust which are subject to this Article VI, 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 Section 6.2 herein.

6.4 NOTICE OF INSOLVENCY.

The Chairperson of the Business Committee shall have the duty to inform the Oneida Trust Committee in writing of the Tribe's Insolvency. If a person claiming to be a creditor of the Tribe alleges in writing to the Trustee that the Tribe has become Insolvent, the Trustee shall consult with the Business Committee to determine whether the Tribe is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Distribution Plan Beneficiaries from assets subject to this Article VI. Unless the Oneida Trust Committee has actual knowledge of the Tribe's Insolvency, or has received notice from the Business Committee or a person claiming to be a creditor alleging that the Tribe is Insolvent, the Oneida Trust Committee shall have no duty to inquire whether the Tribe is Insolvent. The Oneida Trust Committee may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to them and that provides them with a reasonable basis for making a determination concerning the Tribe's solvency.

6.5 DISCONTINUANCE OF PAYMENTS.

If the Trustee, upon provision of information from the Business Committee, has determined that the Tribe is Insolvent, the Trustee shall discontinue payments to Beneficiaries from Article VI assets, and the Trustee shall hold the Article VI assets of the Trust for the benefit of the Tribe's general creditors; provided that (i) nothing in this Trust Agreement shall in any way diminish any rights of Beneficiaries to pursue their rights as general creditors of the Tribe with respect to benefits due under the Distribution 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. The Oneida Trust Committee shall resume the payment of benefits to Distribution Plan Beneficiaries from Article VI assets only after the Oneida Trust Committee has determined that the Tribe is not Insolvent (or is no longer Insolvent) or after the legal claims of general creditor's are satisfied (through payment or dismissal).

6.6 MISSED PAYMENTS.

Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 6.5 hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Distribution Plan Beneficiaries under the terms of the Distribution Plan for the period of such discontinuance, less the aggregate amount of any payments made to such Beneficiaries from assets other than Article VI assets during any such period of discontinuance. In the event that any payments hereunder are discontinued (and not made up), the Distribution Plan Beneficiary shall have (to the extent permitted under applicable law) a continuing claim for the remaining benefits due under the Distribution Plan.

ARTICLE VII EXCLUSIVE PURPOSE

7.1 GENERAL RULE.

Except as provided in Article VI, or as provided in Sections 6.2 and 7.2, neither the General Tribal Council, the Business Committee, nor the Trust Committee shall have any right or power to direct the Trustee to return to the Tribe or to divert to others any of the Trust Fund assets before all payment of benefits have been made to Distribution Plan Beneficiaries.

7.2 2/3 VOTE EXCEPTION.

Notwithstanding the foregoing, Principal of the Trust may be invaded only if the following procedures are followed: (1) First, a decision to invade the Trust Principal must be approved by a 2/3 majority vote of the Oneida Trust Committee; (2) Second, following approval by the Oneida Trust Committee, a decision to invade Trust Principal

must be approved by a 2/3 majority vote of the Oneida Business Committee; and (3) Third, following approval by both the Oneida Trust Committee and the Oneida Business Committee, a decision to invade the Trust Principal must be approved by a 2/3 majority vote of the General Tribal Council. No decision to invade the Trust Principal is effective until approved by the Oneida Trust Committee, the Oneida Business Committee and the General Tribal Council.

ARTICLE VIII
INVESTMENT AUTHORITY.

8.1 INVESTMENT POWERS.

In the investment, administration and distribution of the Trust Fund, the Trustee, subject to the duty to apply the proceeds and avails of the Trust Fund to the purposes specified in the Trust Agreement and subject to the restrictions of applicable law, may perform every act in the management of the Trust Fund that individuals may perform in the management of like property owned by them free of any trust, and may exercise every power with respect to each item of property in the Trust Fund, real and personal, which individual owners of like property can exercise, including by way of illustration, but not by way of limitation, the powers noted below. No enumeration of specific powers herein shall be construed as a limitation on the foregoing general powers of the Trustee, nor shall any of the powers herein conferred upon the Trustee be exhausted by use thereof, but each shall be continuing. The powers of the Trustee include, but are not limited to, the following:

(a) 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;

(b) 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;

(c) To seek funds for any Trust purpose upon such reasonable and prudent terms and conditions as the Trustee may deem appropriate;

(d) 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;

(e) 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;

(f) Notwithstanding Wisconsin law to the contrary, the Trustee is authorized to determine what is Principal or income of the Trust and apportion and allocate in the Trustee's sole discretion all receipts and expenses as between these accounts;

(g) 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 distributions either in cash or in-kind, or partly in cash and partly in-kind, at valuations determined by the Trustee.

(h) 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.

(i) To invest and reinvest in bonds, notes, debentures, stocks (common or preferred), interests in investment companies (whether "open-end mutual funds" or "closed-end mutual funds"), options to acquire or sell securities (including covered call options"), commercial paper, bank repurchase agreements, individual and group annuity contracts, deposit administration contracts, life insurance company separate accounts and pooled investment funds, mortgages, leaseholds, fee interests, personal, corporate and governmental obligations, interests in any amount in common trust funds established by the Trustee or a bank or trust company (and for such time as assets are invested in such common trust funds, such assets shall be subject to the declarations of trust establishing such common trust funds), and such other property, real, personal or mixed, subject only to restrictions placed upon the Trustee by the laws of the Oneida Tribe of Indians of Wisconsin;

(j) To pledge or mortgage, assign, lease, contract to lease, grant and trade options to purchase, sell for cash or on credit at a private or public sale, convert, redeem, exchange for other securities or other property in which the Trust Fund may be invested under this Trust Agreement or otherwise dispose of any securities or other property at any time held by the Trustee; no person dealing with the Trustee shall be

bound to see to the application or to inquire into the validity, expediency or propriety of such sale or other disposition;

(k) To retain in cash so much of the Trust Fund as the Trustee deems advisable;

(l) To settle, compromise, contest or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund, to commence or defend suits or legal proceedings, and to represent the Trust Fund in all suits or legal proceedings;

(m) To exercise any conversion privilege or subscription right available in connection with any securities or property at any time held by the Trustee, to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association, or to the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities of which may at any time be held by the Trustee; and to do any acts with reference thereto, including the exercise of options, making of agreements or subscriptions, and the payment of expenses, assessments or subscriptions, which may be deemed to be necessary or advisable in connection therewith, and to hold and retain any securities or other property which the Trustee may so acquire;

(n) To lease property on any terms or conditions and for any term of years although extending beyond the period of duration of the Trust; to manage, insure, administer, operate, repair, improve and mortgage or lease, regardless of any restrictions on leases; to renew or extend or to participate in the renewal or extension of any mortgage or lease, and to agree to the reduction in the interest on any mortgage or other modification or change in the terms of any mortgage, guarantee thereof or lease in any manner and upon such terms as may be deemed advisable; to alter and partition real estate, erect or raze improvements, grant easements, subdivide, or dedicate to public use;

(o) To collect the income, rents, issues, profits and increases of the Trust Fund through such means as are deemed advisable;

(p) To invest all or part of the Trust Fund in interest-bearing deposits with a bank or other federally-insured institution at a reasonable rate of interest, including but not limited to investment in time deposits, savings deposits, certificates of deposit or time accounts;

(q) To employ agents, attorneys and advisors and to pay their reasonable compensation and expenses; the Trustee shall incur no liability for the acts or defaults of such agents, attorneys and advisors selected with due care, and the Trustee shall be fully protected in acting upon the advice of counsel on questions of law arising in connection with the administration of the Trust Fund;

(r) To cause any of the investments of the Trust Fund to be registered in the name of the Trustee or in the name of its nominee, and any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investments submitted for transfer; to make, execute and deliver as Trustee any and all instruments, deeds, leases, mortgages, advances, contracts, waivers, releases or other instruments in writing necessary or proper in the employment of any of the foregoing powers; and to form corporations and to create trusts to hold title to any securities or other property, upon such terms and conditions as are deemed advisable;

(s) To retain any funds or property subject to dispute without liability for the payment of interest, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;

(t) To file all tax and other returns and reports required of the Trustee;

(u) To purchase, convey, lease, and otherwise deal with oil, gas and other mineral rights and royalties; to operate and develop oil, gas, and other mineral properties and interests, including, but not limited to, the power to make and release oil, gas, and mineral leases and subleases; to make mineral deeds and royalty transfers; to create, reserve and dispose of overriding royalties, oil payments, gas payments, and any other interests; to execute division orders and transfer orders; to enter into development and drilling contracts, operating agreements and unitization agreements; and to make agreements for present or future pooling of any and all interests in oil, gas and other minerals; and

(v) To purchase, acquire, sell, and hold passive investment interests in corporate entities, limited liability companies, limited liability partnerships, limited partnerships, joint ventures with other tribes, and other limited liability entities established pursuant to state laws or the laws of the Oneida Tribe of Indians of Wisconsin.

8.2 INVESTMENT POLICY.

The discretion of the Trustee in investing and reinvesting the assets of the Trust Fund shall be subject to such Investment Policy, and any changes thereof, as the Oneida Trust Committee may adopt, subject to applicable laws of the Oneida Tribe of Indians of Wisconsin, and / or directives of the General Tribal Council regarding the investment, liquidity and long term goals of the Trust. As a part of any such Investment Policy, the Trustee shall exercise investment discretion so as to provide sufficient cash assets in such amount as may be determined to be necessary to meet any liquidity requirements for administration of the Trust Fund.

8.3 INVESTMENT CONSULTANTS AND ADVISORS.

The Oneida Trust Committee may enter into a contract or contracts with one or more investment consultants or investment advisors to assist with the development and

implementation of the Investment Policy. To the extent a consultant or advisor is granted discretionary investment authority (called an "Investment Manager"), such entities, unless exempt, must be registered as an investment advisor under the Investment Advisors Act of 1940, and any insurance company or companies retained in such capacity must be qualified to perform investment management services under applicable law. Each Investment Manager shall acknowledge in writing that it is a fiduciary with respect to the Trust Fund. Each Investment Manager also shall deliver to the Trustee a written instrument evidencing the Investment Manager's acceptance of its appointment as the manager of one or more of the investment funds. The Trustee shall be under no duty or obligation to review any investments to be acquired, held or disposed of by a properly appointed Investment Manager nor shall it be under any obligation to make any recommendations with respect to the disposition or continued retention of any such investment or the exercise or non-exercise of any of the powers enumerated in Section 8.1. The Trustee shall have no liability or responsibility for any actions taken by a properly appointed Investment Manager nor shall the Trustee have any liability or responsibility for acting pursuant to the directions of, or for failing to act in the absence of any directions from, the Investment Manager with regard to assets under the control of the Investment Manager.

8.4 DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses, may be accumulated and reinvested or disbursed pursuant to the distribution plans set forth herein.

ARTICLE IX ACCOUNTING BY TRUSTEE

9.1 ACCOUNTING.

Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made in accordance with the Distribution Plans, including such specific records as shall be agreed upon in writing between the Oneida Business Committee and the Oneida Trust Committee. Within a reasonable period following the close of each calendar year and after the removal or resignation of Trustee, Trustee shall, upon request, deliver to the Business Committee, or its designee, a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation. To the extent allowed by applicable law, no bond shall be required of the Trustee. Unless the Business Committee shall deliver a written objection to such accountings to the Trustee within sixty (60) days after mailing the same, 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, 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.

9.2 VALUATION OF TRUST FUND.

The Trustee shall determine and report to the General Tribal Council the fair market value of the Trust Fund (including all appreciation and depreciation of Trust assets) on a semi-annual basis. The determination of the fair market value of the Trust Fund made by the Trustee shall be binding and conclusive upon all persons whomsoever; provided that the trustee shall ascertain trust values based on commercially reasonable methods of valuation including, without limitation, price quotations from a nationally recognized and readily tradeable securities market (such as NASDAQ or NYSE) or through independent appraisal.

9.3 LIMITED AUTHORITY TO COMMINGLE ASSETS; PRESERVATION OF SOURCE.

For convenience of administration and investment, the Trustee in making a division of the Docket 75 Funds, or any part thereof, into shares or sub-trusts as may be authorized or directed under the provisions hereof, may allot to the several shares or sub-trusts an undivided interest in any or all of such assets and may make joint investment of the funds in said share or sub-trusts and may hold the several shares or sub-trusts as a common fund, dividing the net income and profits proportionately among them. The Trustee may likewise commingle and invest non-Docket 75 Funds. The authority to co-mingle Docket 75 Funds among other Docket 75 Fund assets, and non-Docket 75 Funds among other non-Docket 75 Fund assets, however, shall not be construed as permitting Docket 75 Fund assets to be co-mingled with non-Docket 75 Fund assets. Notwithstanding anything herein to the contrary, funds derived from Public Law 90-93 or otherwise entitled to a Source Exclusion, shall be accounted for in a manner designed to preserve the taxation and distribution features provided for therein.

ARTICLE X RESPONSIBILITY OF TRUSTEE

10.1 STANDARD OF CARE.

Trustee shall act in accordance with the standard of care as established under the laws of the Oneida Tribe of Indians of Wisconsin. In the absence of standards to the contrary, the Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with

like aims; provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the General Tribal Council or the Oneida Business Committee which is contemplated by, and in conformity with, the terms of a Distribution Plan or this Trust. In the event of a dispute concerning this Trust, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

10.2 TRUST DEPARTMENT.

The stated mission of the Oneida Trust Department is to exercise due diligence for safe guarding and maintaining the trust funds of the Oneida Tribe of Indians of Wisconsin in a manner that does not enable harm to the environment or the spiritual and cultural values of Native Americans. The Oneida Trust Department performs all those duties under the Trust that are delegated to it by the Oneida Trust Committee. Without limitation, but subject to future changes to said delegations, the Trust Department shall perform the following functions with regard to the administration of this Trust: to perform, on behalf of the Oneida Trust Committee, the function of monitoring the funds held in trust; and to subscribe to any technological services and make use of any means made available to monitor those funds.

10.3 SCOPE OF DUTIES.

The duties and obligations of the Trust Committee acting as Trustee hereunder, and the Trust Department as its designee, shall be strictly limited to those expressly imposed upon the Trustee and Trust Department by this Trust Agreement or by applicable law. Neither the Trustee nor the Trust Department shall be required to give bond for the performance of their respective duties unless otherwise required by applicable law. However, the Trust may, notwithstanding this provision, obtain bonding or fiduciary insurance sufficient to safeguard the assets of the Trust. All persons dealing with the Trustee and the Trust Department are released from inquiry into their decision or authority and from seeing to the application of any monies, securities or other property paid or delivered for the benefit of the Trust. The exercise by the Trustee (or its designee) of any express or implied discretion pursuant to this Trust Agreement shall be conclusive and binding upon all persons whomsoever, but the Trustee shall have the right to reconsider and redetermine such actions. Neither the Trustee, the Trust Department, nor the Tribe in any way guarantees the Trust Fund from loss or depreciation, and the liability of the Trustee and Trust Department to make any payment hereunder at any and all times will be limited to the then available assets of the Trust Fund.

10.4 ALLOCATION OF FIDUCIARY RESPONSIBILITY.

The Oneida Trust Committee, the Oneida Trust Department, the Oneida Business Committee, and the Oneida General Tribal Council shall perform the duties respectively assigned to them under the Trust Agreement or a Distribution Plan, and shall not be responsible for performing duties assigned to others under a Distribution Plan or this Trust Agreement. No inference of approval or disapproval is to be made

from the inaction of any party described above or the employee or agent of any of them with regard to the action of any other such party.

10.5 PROFESSIONAL ADVISORS.

Trustee and Trust Department may consult with legal counsel (who may also be counsel for the Tribe generally) with respect to any of their duties or obligations hereunder. Trustee and Trust Department (within restrictions imposed by the Trust Committee) may also hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder. To the extent permitted by applicable law, the Trustee and Trust Department shall not be liable for complying with the directions of any advisors, legal counsel or accountants appointed pursuant to this Trust Agreement.

10.6 GENERAL POWERS.

Trustee shall have, without exclusion, all powers conferred on Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding any powers granted to Trustee pursuant to this Trust Agreement or applicable law, Trustee shall not (with regard to assets governed by Article VI) have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

10.7 PRIOR TRUSTEE ACTION; CO-TRUSTEE.

No Trustee shall be liable for any act or default of any co-trustee or predecessor trustee, to the extent permitted by law.

10.8 OFFICIAL CAPACITY.

All acts or omissions of a member of the Oneida Trust Committee and Trust Department arising out of or relating to this Trust shall be conclusively presumed to arise out of his or her performance of official duties of the Oneida Trust Committee and not in is or her personal capacity. A Trustee (or member of the Oneida Trust Committee or Trust Department) acting hereunder shall incur no personal or individual liability to any third party 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 to such third parties, and that its liability to third parties shall be limited to the property of the Trust estate under its control. In no case shall any party dealing with the Trustee or Trust Department 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.

ARTICLE XI
AMENDMENT AND TERMINATION

11.1 AMENDMENT.

This Trust Agreement may be amended by a written instrument executed by the Chairpersons of the Oneida Trust Committee and the Oneida Business Committee; provided that no Trust amendment which would have the affect of invading Trust Principal may be implemented except as authorized pursuant to Section 7.2.

11.2 TERMINATION.

The Trust shall not terminate until the date on which Beneficiaries are no longer entitled to benefits pursuant to the terms of any Distribution Plan. Upon termination of the Trust any assets remaining in the Trust shall be returned to the Business Committee on behalf of the Oneida Tribe of Indians of Wisconsin.

ARTICLE XII
MISCELLANEOUS

12.1 SAVINGS CLAUSE.

If any provision of this Trust Agreement is deemed to violate applicable law, the remaining provisions shall remain in full force and effect to the extent consistent with the purposes of this Trust.

12.2 SPEND THRIFT.

Benefits payable to Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or (subject to actions expressly authorized by Tribal ordinance) subjected to attachment, garnishment, levy, execution or other legal or equitable process.

12.3 UNFUNDED ARRANGEMENT; NO PROMISE OF TAX BENEFIT.

This Trust shall be administered at all times as an unfunded arrangement for tax purposes, with regard to all assets other than Docket 75 Funds or other assets subject to a Source Exemption. The Trustee does not guarantee any particular tax treatment, and shall be held harmless from and against any liability with regard to or arising out of tax liabilities associated with Trust payments.

12.4 FEDERAL TRUST RESPONSIBILITIES.

Nothing herein shall be construed to relieve the United States of America of any contract, settlement, trust or fiduciary responsibilities it may owe to the Oneida Tribe of Indians of Wisconsin.

12.5 GOVERNING LAW.

This Trust Arrangement shall be governed by and construed in accordance with the laws of the Oneida Tribe of Indians of Wisconsin. In the absence of tribal law, the Trust Committee shall look to the laws of Wisconsin for guidance. Nothing herein shall be deemed a waiver of sovereign immunity. Nor shall anything herein be construed to grant general creditors of the Tribe a right to assets not otherwise available to them at law or in equity.

ARTICLE XIII
EFFECTIVE DATE AND ADOPTION.

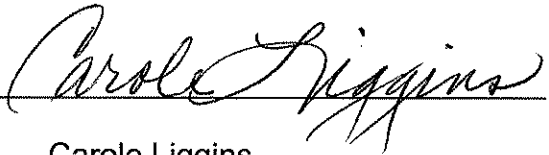
The effective date of this amended and restated Trust Agreement shall be April 3, 2009.

IN WITNESS WHEREOF, the Oneida Tribe of Indians of Wisconsin, through its duly elected Business Committee, and the Oneida Trust Committee, as Trustee, hereby caused this Trust Agreement to be executed by their duly authorized representatives as of the Effective Date(s) set forth above.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

ONEIDA TRUST COMMITTEE





By Richard G. Hill
Title: Oneida Tribal Chairman

Carole Liggins
Title: Oneida Trust Committee Chairwoman

WITNESS: 

WITNESS: 