



Amended and Restated Per Capita Trust Agreement

This **Amended and Restated Per Capita Trust Agreement** is made and entered into on this 12th day of July 2017 between the **Oneida Business Committee**, acting on behalf of the **General Tribal Council** (“trustor”), and on behalf of the **Beneficiaries** named herein, and the **Oneida Trust Enrollment Committee** (“trustee”).

RECITALS

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee are parties to the Per Capita Trust Agreement, dated as of November 9, 1994 (the “Original Agreement”);

WHEREAS, the Per Capita Trust Agreement was amended on the following dates: December 12, 2001; February 23, 2005; March 24, 2010; February 13, 2013; April 23, 2014; and May 13, 2015;

WHEREAS, the parties desire to amend and restate the Original Agreement to reflect the prior amendments and to further amend the trust (1) to reflect the change in the name of the Tribe, the Trust Enrollment Department and the Oneida Trust Enrollment Committee; (2) to provide for the automatic deferral of pre-21 distributions for individuals who do not satisfy distribution requirements within prescribed time frames; (3) to amend the term length of the age 21 and over optional deferrals from three (3) years to one (1) year; (4) to incorporate new definitions and rules to distinguish between minor and majority age beneficiaries; (5) to clarify procedures for determining the existence of a learning or other disability under the trust; (6) to clarify the use of flexible valuation dates; (7) to simplify the procedures for requesting health, education and welfare distributions for an unforeseeable emergency; and (8) to add language confirming payment to the estate of a deceased beneficiary in the absence of a valid designation to the contrary;

WHEREAS, Article XVII of the Original Agreement and subsequent amendments provides that **trustor** may amend or modify the terms and provisions of the Per Capita Trust Agreement with the written consent of **trustee**;

WHEREAS, each party is executing this Amended and Restated Per Capita Trust Agreement which will go into effect beginning with the Fiscal Year 2018 distribution.

NOW, THEREFORE, 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 Nation 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 Nation 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 (18) years by September 1st of each year in which such distribution is made.¹

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 or 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 Nation ("Nation") 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 Nation 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 Nation 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 Nation in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.
- F. Where any deadline referenced in the trust falls on a Saturday, Sunday, or holiday, the deadline is construed to be the close of business on the following business day.

Article III. Distribution, Death of Beneficiary, Discretionary Payments

- A. General Rule - Distribution and Valuation:

¹ Beneficiaries under the age of eighteen (18) are referred to in the Nation's Per Capita law as a "minor beneficiary" and beneficiaries who have reached eighteen (18) years of age by September 1st and are eligible to claim a trust account for the first time in the distribution year are referred to as a "majority age beneficiary."

- (1) Uniform Distribution Date: All distributions under the trust other than those subject to subsections B (deferral) or C (health, education and welfare distributions for an unforeseeable emergency), or as otherwise provided for and approved by the **trustee**, shall be processed on a uniform 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.
- (2) Age 18/Minimum Education Requirements: Except for those accounts subject to a deferred election or an automatic deferral as set forth in Article III(B), each **majority age beneficiary** may request 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). In order for the request to be granted, the **majority age beneficiary** must submit a Trust Payment/Deferral Form by July 1 requesting to receive all or a portion of the distribution and either (1) provide the Trust Enrollment Department with an original or notarized copy of his/her high school diploma, a high school equivalency diploma or a general equivalency diploma on or before September 1, or (2) request his/her school or academic institution provide an original or notarized copy of his/her high school diploma, a high school equivalency diploma or a general equivalency diploma directly to the Trust Enrollment Department. It is the **majority age beneficiary's** responsibility to make all arrangements with his/her school or academic institution to ensure proof of education is received by the Trust Enrollment Department no later than September 1. If the foregoing requirements are not met within the prescribed time frames, the **beneficiary's** trust funds shall not be eligible for disbursement until the next Uniform Distribution Date, unless the **beneficiary** meets the requirements for a health, education and welfare distribution for an unforeseeable emergency in accordance with Article III(C). Notwithstanding the foregoing general education requirements, the trust shall recognize the following exceptions: (1) the accounts of a **majority age beneficiary** declared legally incompetent shall be placed into a trust account for the legally incompetent adult and administered and distributed in accordance with the Nation's Per Capita law, Section 123.6-2; and (2) a **majority age beneficiary** who has documentation of a learning or other disability from a professional qualified to make such a diagnosis is deemed to satisfy the foregoing education requirements by providing a certificate of twelve (12) years of school attendance. A **majority age beneficiary** who provides fraudulent proof of education is subject to the remedies provided in the Nation's Per Capita law, Section 123.6-1(d)(1)(D).
- (3) Valuation: The value of the trust shall be determined on annual or other periodic valuation date(s) as established for the valuation of trust assets by 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 a designated beneficiary as named on the most recent beneficiary designation form received and accepted by the

trustee prior to the **beneficiary's** date of death. In the absence of a valid beneficiary designation form, such benefits will be distributed in accordance with the Nation's Per Capita law, Section 123.5-3(b)(2). In all cases, such payment shall be made as soon as reasonably practicable following the date of his/her death. In the event that a **beneficiary's** trust account is not claimed or completed in accordance with the Nation's Per Capita law and other applicable rules, such benefits shall be liquidated and deposited pursuant to the Per Capita law.

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 **majority age beneficiary** that desires to defer payment may enter into a deferral election as follows:
 - i. Age 18-21: Each **majority age beneficiary** that would otherwise qualify for a distribution will be provided the option to elect up to three (3) 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 **majority age beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of each 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 and notarized by the **beneficiary** and the **beneficiary's** parent or legal guardian. Elections upon reaching age eighteen (18) shall be signed and notarized solely by the **majority age beneficiary**. A **majority age beneficiary** who fails to meet any of the distribution requirements within the time frames set forth in Article III(A), will be deemed to have elected to automatically defer his or her distribution to the next Uniform Distribution Date. An automatic deferral shall be subject to the same restrictions, including irrevocability, that apply to a Deferred Payment Agreement.
 - ii. Age 21 and Over: Each **majority age beneficiary** who is eligible for the first time at age twenty-one (21) or who has entered into a Deferred Payment Agreement or was automatically deferred at the age of eighteen (18), nineteen (19), and/or twenty (20) will be provided the option to defer or extend their deferral each year between the ages of twenty-one (21) and thirty (30) allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable on the next Uniform Distribution Date. The **majority age beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of each year that the optional deferral is sought.² If the

² If the majority age beneficiary previously entered into an optional three (3) year deferral, that deferral will remain in place for the duration of the three (3) year term.

majority age beneficiary does not submit a Trust Payment/Deferral Form by July 1, their trust fund will automatically be liquidated and distributed to the last known address on file with the Trust Enrollment Department to avoid constructive receipt. In the annual distribution year in which a **majority age beneficiary** who has deferred funds turns thirty (30), they can no longer defer and must claim their entire trust fund. Failure to claim the trust fund pursuant to this Agreement and the Per Capita law will result in the money being deposited into a pooled account.

- iii. Deferred Payment Agreements shall, except in the case of a health, education and welfare distribution for an unforeseeable emergency, be irrevocable. Each Deferred Payment Agreement shall be in a form approved by the **trustee**.
 - iv. Distribution of a **majority age beneficiary's** benefits shall thereafter be subject to the terms of the Deferred Payment Agreement rather than Section A above.
- (3) A **beneficiary** shall not vest in his or her benefits until distributed.
 - (4) Deferred Payment Agreements shall be administered in a manner designed to avoid premature taxation through IRS doctrines of constructive 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.
 - (5) Trust accounts subject to a deferral election will be invested by the **trustee**. The **trustee** shall invest said accounts in accordance with any investment policy which the **trustee** 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 **trustee**. 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 **trustee**, 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 for Health, Education and Welfare:

- (1) The **trustee** may order the early distribution of trust proceeds provided that the **trustee** determines that (1) the distributed funds will be used solely for the health, education or welfare of the **beneficiary** and (2) the distribution is a result of an unforeseeable emergency.
- (2) 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 26 U.S. 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 26 U.S. Code Section 409A.

- (3) 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's** 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(C)(2)); and
 - iv. a showing that all other resources, including federal, state, local, and tribal assistance, have been exhausted.
- (4) A petition for a distribution under this section for a **beneficiary** under the age of age eighteen (18) must be signed and notarized by the **beneficiary** (when possible) and the **beneficiary's** parent or legal guardian. A petition filed by a **beneficiary** who is eighteen (18) years of age or older may be signed and notarized solely by the **majority age beneficiary**.

D. Minor and Majority-Aged Beneficiaries; Disability and Legal Incompetency:

- (1) Notwithstanding any trust reference to the contrary, all actions by or on behalf of a **minor beneficiary** who is under the age of eighteen (18) must be approved in writing by the **beneficiary** (when possible) and the **beneficiary's** parent or guardian. Actions by or on behalf of a **beneficiary** who has reached the age of eighteen (18) need only be approved by the **majority age beneficiary**.

- (2) Learning or other disability determinations for purposes of deeming a **majority age beneficiary** to have satisfied the education requirements under the trust shall be made in the sole discretion of the **trustee** based on the review and opinions of a teaching professional or medical provider, as applicable.
 - (3) Determinations of legal incompetency for purposes of establishing accounts for a legally incompetent adult's health, education and welfare shall be made by a court of competent jurisdiction in accordance with the laws of the Nation and the Indian Gaming Regulatory Act (IGRA), as applicable.
 - (4) In the event that the **trustee** is informed that a review for disability or legal incompetency will be conducted or is being conducted, the **trustee** may postpone any distributions or other actions under the trust pending completion of the review.
 - (5) If a majority age beneficiary has been found to be legally incompetent and a guardian has been appointed, the guardian may sign documents referenced in the trust on the beneficiary's behalf.
- E. There shall be no distribution of a **beneficiary's** trust before his/her qualification for distribution under the conditions listed above.

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 Nation.

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 **minor 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** willful fraud. However, the **trustee** may at any time during the sixty (60) day period petition the Oneida Judiciary 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 Nation 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, attorneys, 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 make 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**.

Besides completing a beneficiary designation form, 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 Nation is Insolvent.

- A. The **trustee** shall cease payment of benefits to trust **beneficiaries** if the Nation is insolvent. The Nation shall be considered "insolvent" for purposes of this trust agreement if the Nation becomes subject to a pending proceeding as a debtor under the United States Bankruptcy Code.
- B. Any assets held by the trust will be subject to the claims of the Nation'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 Nation shall have the duty to inform the **trustee** in writing of the Nation's insolvency. If a person claiming to be creditor of the Nation alleges in writing to the **trustee** that the Nation has become insolvent, the **trustee** shall determine whether the Nation 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 Nation's insolvency, or has received notice from the Nation or a person claiming to be a creditor alleging that the Nation is insolvent, the **trustee** shall have no duty to inquire whether the Nation is insolvent. The **trustee** may in all events rely on such evidence concerning the Nation's solvency as may be furnished to it that provides the **trustee** with a reasonable basis for making a determination concerning the Nation's solvency.
 - i. If at any time the **trustee** has determined that the Nation 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 Nation's general creditors; provided that (1) nothing in this trust agreement shall in any way diminish any rights of trust **beneficiaries** to pursue their rights as general creditors of the Nation with respect to benefits due under the trust, the Revenue Allocation Plan or otherwise, and (2) nothing herein shall enhance or grant independent claim rights to the Nation's general creditors that they otherwise would not have against the Nation 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 Nation 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 B 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 Nation 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 C above or otherwise, the trust **beneficiaries** shall have (to the extent permitted under applicable law) a continuing claim against the Nation for the remaining benefits due under the trust and or the Revenue 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 (22) years from the initiation of this trust, or at the expiration of one (1) 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 Nation.

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 Enrollment Committee of the Oneida Nation 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** or successor **trustee** shall have the right to resign any time by giving thirty (30) days written notice thereof to the remaining members of the Oneida Trust Enrollment Committee and the **trustor**.
- B. Any removal of a **trustee** shall be pursuant the Oneida Removal law.
- C. Selecting and approving a successor **trustee** shall be pursuant to the Oneida Trust Enrollment Committee Bylaws and any other applicable laws.

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 Enrollment Committee and the Oneida Business Committee under this Agreement shall be resolved, whenever possible, by meeting and conferring. If a dispute under the trust cannot be resolved, the matter may 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 Nation and laws of the State, the laws of the Oneida Nation shall take precedence.
- B. If any dispute arises out of the distribution of a beneficiary's interest under the Trust, complaints may be heard in accordance with applicable law or rule.

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. Coordination with Oneida Nation Laws and Revenue Allocation Plans

This trust shall be construed in accordance with the Nation's Code of Laws and applicable Revenue Allocation Plans, as the same may be amended from time to time, including the Nation's Per Capita law.

Article XIX. 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 Nation 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

/s/ Loretta V. Metoxen

Gerald Danforth
Chairperson,
Oneida Business Committee
December 12, 2001

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 24, 2010.

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

/s/ Carole Liggins
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
February 13, 2013

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
February 13, 2013

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on April 23, 2014.

/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee
April 23, 2014


/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
April 23, 2014


In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on May 13, 2014.

/s/ Cristina Danforth
Cristina Danforth
Chairperson,
Oneida Business Committee
May 13, 2014

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
May 13, 2014

In witness thereof, **trustor** and **trustee** have executed this amended and restated agreement at Oneida, Wisconsin on July 12, 2017.


Cristina Danforth
Chairperson,
Oneida Business Committee
July 12, 2017


Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
July 12, 2017

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 OBC 05-13-15
Amendments approved by OTC 05-23-17
Amendments approved by OBC 07-12-17