

Oneida Business Committee Meeting Agenda Request Form

[Deadlines](#)

[Instructions](#)

1. Meeting Date Requested: 04 / 23 / 14

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list below:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

ONEIDA TRUST DEPARTMENT

COMMITTEE

Carole Liggins, Chairperson
Jennifer Hill-Kelley, Vice-Chairperson
Rita Reiter, Secretary
Linda S. Dallas
Melinda J. Danforth, Liaison
Norbert Hill, Jr.
Eric McLester
Loretta V. Metoxen
Lois Strong

onayote'a·ka latiwista'nunha


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DEPARTMENT

Susan White, Director
Andy Pyatskowitz, Attorney
Jeff House, Financial Planner/Analyst
Misty Cannon, Research Asst.
Carol Silva, Administrative Assistant

MEMORANDUM

To: Oneida Business Committee

From: Susan White, Trust Director 

Date: April 15, 2014

Subject: Minors Trust Agreement Amendments

On March 25, 2014, the Oneida Trust/Enrollment Committee took action to approve amendments to the early distributions section of the Minors Trust Agreement. In accordance with Article XVII. of the Minors Trust Agreement, we are requesting the Business Committee to approve the amendments.

Attached you will find a redline and a clean version of the amendments for early distributions and dispute resolution sections.

Please feel free to contact me with any questions.

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7 Per Capita Trust Agreement AMENDED DECEMBER 12, 2001
8 November 9, 1994 Amended February 23, 2005
9 Amended March 24, 2010
10 Amended February 13, 2013
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13 This **Trust Agreement** is made and entered into on this 9th day of November 1994 between the
14 **Oneida Business Committee of the Oneida Tribe of Indians of Wisconsin, acting on behalf of**
15 **the General Tribal Council of Oneida Tribe of Indians of Wisconsin** (“trustor”), and on behalf of
16 the **Beneficiaries** named herein, and the **Oneida Trust Committee of the Oneida Tribe of Indians**
17 **of Wisconsin** (“trustee”).
18

19 In consideration of the following covenants, the **trustor** hereby transfers authority to the trustee to
20 administer the trust fund, defined as all Per Capita Distributions of the Oneida Tribe of Indians of
21 Wisconsin which are payable to the beneficiaries named herein. The **trustee** accepts the authority to
22 hold these funds in trust and to administer these funds, directing investment, reinvestment, and
23 collection of income from the funds. The **trustee** agrees to hold, administer and distribute the **trust**
24 under the following terms and conditions.
25

26 **Article I. Beneficiaries**

27
28 The beneficiaries of the trust shall be all duly enrolled members of the Oneida Tribe of Indians of
29 Wisconsin who are eligible to receive a Per Capita Distribution in any year in which any such
30 Distribution is made, and who have not yet attained the age of eighteen years by September 1st of the
31 year in which such Distribution is made.
32

33 **Article II. Trust**

- 34
35 A. The per capita distributions(s) **to each beneficiary**, together with the net profit and income
36 accumulations therefrom shall comprise an individual and separate **trust** for that **beneficiary**.
37 Each trust shall be administered by the **trustee** as a separate trust but without the necessity of
38 the trustee making physical division of the assets, unless the **trustee** deems it necessary or
39 advisable to do so. For convenience of administration and investment, the **trustee** in making
40 a division of the **trust** of any part thereof, into shares or trust as may be authorized or
41 directed under these provisions, may allot to the **trusts** an undivided interest in any or all
42 assets of the **trust** and may make joint investment of the funds in the **trusts** and may hold
43 **trusts** as a common fund, dividing the net income and profits proportionately among them.
44

- 45 B. The Oneida Tribe of Indians of Wisconsin (“Tribe”) shall be treated as the grantor and owner
 46 of any trusts established herein.
 47
- 48 C. The **trust** hereby established shall be irrevocable.
 49
- 50 D. The **trust** is intended to be a grantor trust, of which the Tribe is grantor, within the meaning
 51 of subpart E, subchapter J, Chapter 1 subtitle A of the Internal Revenue Code of 1986, as
 52 amended, and shall be construed accordingly.
 53
- 54 E. The Tribe shall have the right at any time and from time to time in its sole discretion, to
 55 substitute assets of equal fair market value for any asset held in the **trust**. This right is
 56 exercisable by the Tribe in a non-fiduciary capacity without the approval or consent of any
 57 person in a fiduciary capacity.
 58

59 **Article III. Distribution, Death of Beneficiary, Discretionary Payments**

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- 61 A. General Rule - Distribution and Valuation:
 62
- 63 (1) Uniform Distribution Date: All distributions under the Trust other than payments on
 64 account of death or Unforeseeable Emergency shall be processed on a uniform annual
 65 distribution date to be set by the Trustee on or after the first day of each fiscal year,
 66 October 1.
 67
- 68 (2) Age 18 / Minimum Education Requirements: Except for those accounts subject to a
 69 deferred election as set forth in B, each Beneficiary shall receive one trust account
 70 maturity payment of the monies accumulated in the “Minors Trust Fund,” including
 71 earnings, for that particular Beneficiary as of the Uniform Distribution Date on or
 72 immediately after reaching the age of eighteen (18) if the Beneficiary provides the
 73 Enrollment Department with proof he or she has obtained a high school diploma, a
 74 high school equivalency diploma or a general equivalency diploma at least 30 days
 75 prior to the Uniform Distribution Date. If such proof is not provided by the
 76 Beneficiary by such date, his or her trust funds shall not be disbursed until the
 77 Uniform Distribution Date on or immediately after his or her twenty-first (21st)
 78 birthday. Minors declared legally incompetent, and minors who have a learning
 79 disability or other disability are excepted from the diploma requirement. Funds for a
 80 minor declared legally incompetent shall be put into a trust account for the legally
 81 incompetent adult. Minors with a disability providing a certificate of twelve (12)
 82 years of school attendance will be treated as high school graduates. All accounts
 83 reaching maturity throughout the year will be processed and distributed annually, as
 84 of the next Uniform Distribution Date.
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- 86 (3) Valuation: The value of the Trust shall be determined on an annual valuation date,
 87 which shall be the 30th day of September of each year, and such other dates as
 88 established for the valuation of Trust assets of the Trustee.

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

95 B. Deferral Elections:

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- (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.

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

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

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

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

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

- 133 (3) Notwithstanding any other provisions of the Trust to the contrary, benefits may
134 become payable prior to the regular or Deferred Payment dates set forth above, and
135 annual deferral or payment agreements entered into may be modified, in the case of
136 an Unforeseeable Emergency. An Unforeseeable Emergency for this purpose is a
137 severe financial hardship to the Beneficiary resulting from an illness or accident of
138 the Beneficiary, the Beneficiary's spouse, the Beneficiary's contingent beneficiary, or
139 a dependent (as defined in Code Section 152(a)) of the Beneficiary, loss of the
140 Beneficiary's property due to casualty, or other similar extraordinary and
141 unforeseeable circumstances arising as a result of events beyond the control of the
142 Beneficiary. Any early withdrawal or modification to a Deferred Payment
143 Agreement hereunder on account of an Unforeseeable Emergency approved by the
144 Trustee shall be limited to the amount necessary to meet the emergency, and
145 modification of a deferral agreement may only be made on a prospective basis. An
146 Unforeseeable Emergency may not exceed the amounts necessary to satisfy such
147 emergency plus amounts necessary to pay taxes reasonably anticipated as a result of
148 the distribution, after taking into account the extent to which such hardship is or may
149 be relieved through reimbursement or compensation by insurance or otherwise or by
150 liquidation of the Beneficiary's assets (to the extent the liquidation of such assets
151 would not itself cause severe financial hardship). The Trustee, in its discretion, shall
152 determine when a distribution or modification shall be made pursuant to this Section,
153 but in accordance with rules, procedures and limitations deemed necessary for
154 compliance with the Internal Revenue Code including rules against premature
155 taxation due to constructive receipt and / or economic benefit. The existence of an
156 Unforeseeable Emergency may be made with reference to Code Section 409A.
157
- 158 (4) A Beneficiary shall not vest in his benefits until distributed.
159
- 160 (5) Deferred Payment Agreements shall be administered in a manner designed to avoid
161 premature taxation through IRS doctrines of constrictive receipt and economic
162 benefit. The Trustee shall implement such election forms and agreements as may be
163 necessary to accomplish the foregoing, and shall have the power to deny distributions
164 that would otherwise not satisfy the foregoing rules.
165
- 166 (6) Trust accounts subject to a deferral election will be invested by the Trustees. The
167 Trustees shall invest said accounts in accordance with any investment policy which the
168 Trust Committee may adopt and may amend from time to time. The investment policy
169 may include an investment structure whereby the Trustee is directed to meet (to the
170 extent possible) hypothetical investment selections made by Beneficiaries based on
171 limited fund options approved by the Trustees. The Trust may also provide earnings
172 credits (and reductions) to a Beneficiary's account based on the hypothetical earnings /
173 losses attributable to his or her elections. However, the Trustees, rather than
174 Beneficiaries, shall have ultimate authority as to which investments or investment
175 funds are selected for actual investment of Trust assets, and the direction of those
176 funds.

177

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

179

180 (1) The Oneida Trust Committee ~~Upon the petition of the parent or legal guardian of a~~
 181 ~~beneficiary, and upon a showing of financial hardship, the Oneida Appeals~~
 182 ~~Commission or its designated agent~~ may order distribution of trust proceeds prior to
 183 the beneficiary's attainment of the age of eighteen provided that the Oneida Trust
 184 Committee determines that (1) the distributed funds will be used solely for the health,
 185 education or welfare of the minor beneficiary, and (2) the distribution is a result of an
 186 Unforeseeable Emergency.

187

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

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191 i. a detailed budget of monies necessary for the beneficiary's ~~essential living~~
 192 ~~expenses, including any health, safety education, or welfare, or education~~
 193 ~~costs;~~

194 ii. a detailed justification for the need to expend Trust funds to meet the
 195 beneficiary health, education or welfare needs, including other possible
 196 sources of funds or the lack thereof;

197 iii. a showing that the request is for an Unforeseeable Emergency (as defined in
 198 Article III, Section B; and

199 iv. ~~such essential living expenses,~~ and a showing that all other resources,
 200 including federal, state, local, and tribal assistance, have been exhausted.

201

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

204

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

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Article IV. Additional funds

209

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

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Article V. Accounting by Trustee

215

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

219

220 B. The **trustee** shall, upon written request of a parent or guardian of a **beneficiary**, furnish a

221 copy of the most recent valuation to the parent or guardian of the **beneficiary**.
222

- 223 C. Each accounting furnished to the trustor shall be final and conclusive in respect to the
224 transactions disclosed in that account and as to all **beneficiaries** of the **trust** and, after
225 settlement of the account by reason of the expiration of the sixty (60) day period after the
226 submission of the accounting, the **trustee** shall no longer be liable to any beneficiary of the
227 trust in respect to transactions disclosed in the accounting except for the **trustee's** will fraud.
228 However, the **trustee** may at any time during the sixty (60) day period petition the Oneida
229 Appeals Commission for a settlement of its accounts submitted pursuant to this agreement.
230

231 **Article VI. Trustee Powers and Duties.** 232

233 To carry out the purposes of this **trust**, the **trustee** is vested with the following powers in addition to
234 powers already specified in this document and to any powers now or in the future conferred by the
235 Oneida Tribe of Indians of Wisconsin or the State of Wisconsin:
236

- 237 A. To direct the acquisition and holding of any property, real, personal, or mixed, and to direct
238 the operation at risk of the **trust** of any property or business received into the trust, as long as
239 the **trustee** deems it advisable to do so, the profit or losses of which will inure to or be
240 chargeable to the **trust**.
241
- 242 B. To sell, convey, or otherwise dispose of the whole or any part of any property at any time
243 held hereunder at any time for any price, to any party or parties, in any manner, and upon
244 other terms and conditions, as trustee shall deem advisable.
245
- 246 C. To make such purchases or exchanges at any time, for any prices, in any manner and upon
247 other terms and conditions as trustee shall deem advisable, and to invest and reinvest in
248 securities, mortgages, insurance, leases, commodities or other evidence of rights, interests or
249 obligations, secured or unsecured, or other property, real, personal, or mixed as trustee shall
250 deem advisable, as long as such investment is in accordance with the investment policies of
251 the **trustor**.
252
- 253 D. To direct the investment and reinvestment of the principal of the **trust** in properties of every
254 kind and nature, including specifically, but not limited to, saving accounts, corporate
255 obligations, and stocks and bonds, which a reasonable person would acquire for their own
256 account, including investments in common trust funds operated by **trustee** where **trustee**
257 deems it in the best interest of the **trust** to do so.
258
- 259 E. To have the power to exercise, respecting securities, all rights, powers and privileges of an
260 absolute owner, including, but not limited to, vote stock; give proxies; pay calls for
261 assessments; sell or exercise stock subscription or conversion rights; participate in
262 foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, and
263 voting trust and assent to corporate sales and other acts; and in connection therewith, to
264 deposit securities with and transfer title to any protective or other committee under such
265 terms as trustee may deem advisable.

- 266 F. To pay or reserve sufficient funds to pay all expenses of management and administration of
 267 this **trust**, all or any part of which may, in trustee's discretion, be charged either to income or
 268 principal of the **trust**.
 269
- 270 G. All taxes, assessments, fees, charges and other expenses incurred by **trustee** in the
 271 administration or protection of this trust shall be a charge on the **trust** estate, and prior to
 272 final distribution of the **trust** estate shall be paid by **trustee** in full from principal or income
 273 or partially from each in such manner as **trustee** in **trustee's** absolute discretion may
 274 determine advisable.
 275
- 276 H. To prescribe the manner in which all checks, stock certificates or other instruments may be
 277 signed, endorsed or executed by or for the **trustee**. The **trustee** may appoint or employ such
 278 agents, agencies, attorney, custodians, employees, assistants, accountants or legal or
 279 investment counsel as the **trustee** deems advisable. The **trustee** may make execute or
 280 deliver any transfer or their instrument or do any ministerial acts necessary or proper to be
 281 done in the execution of any duty imposed upon the **trustee** or for any purpose the **trustee**
 282 deems appropriate or desirable. The **trustee** may charge the expense for the above-listed
 283 activities to principal or income as the **trustee** shall determine proper.
 284
- 285 I. To do all acts, institute all proceedings, and to exercise all other rights, powers, and
 286 privileges that an absolute owner of the property would otherwise have the right to do,
 287 subject always to the discharge of the **trustee's** fiduciary obligations.
 288
- 289 J. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the
 290 benefit of this **trust**, **trustee** shall exercise the judgement and care, under the circumstances
 291 then prevailing, that persons of prudence, discretion and intelligence exercise in the
 292 management of their own affairs, not in regard to speculation, but in regard to the permanent
 293 disposition of their funds, considering the probable income as well as the probable safety of
 294 their capital.
 295
- 296 K. The enumeration of certain powers in this agreement shall not limit the general or implied
 297 powers of the **trustee**. **Trustee** shall have all additional powers that may be necessary to
 298 enable trustee to administer this **trust** in accordance with the provisions of this **trust**
 299 instrument, subject only to limitations as may be expressly provided herein.
 300

301 **Article VII. Duration of Trustee Powers**

302
 303 All of the rights, powers, authorities, privileges and immunities given to **trustee** by this agreement
 304 shall continue after termination of the **trust** created hereby until **trustee** shall made actual
 305 distribution of all property held by it hereunder.
 306

307 **Article VIII. Assignment of Trust**

308
 309 The interest of all beneficiaries shall vest upon the receipt of funds from the **trust** account of the
 310 **beneficiary**.

311
312 No **beneficiary** shall have the power to pledge, assign, mortgage, sell or in any manner, transfer or
313 hypothecate any interest which they may have or expect to have in the **trust**.

314
315 The interests of the **beneficiaries** shall not be subject in any manner while under the direction of the
316 **trustee** to debts, contracts, liabilities, engagements, obligations or torts of such **beneficiary** nor to
317 the claims of the creditors of the **beneficiary**, nor to the process of law.

318

319

Article IX

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

322

323 A. The **trustee** shall cease payment of benefits to **trust beneficiaries** if the Tribe is Insolvent.
324 The Tribe shall be considered “Insolvent” for purposes of this trust agreement if the Tribe
325 becomes subject to a pending proceeding as a debtor under the United States Bankruptcy
326 Code.

327

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

331

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

337

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

344

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

354

355 ii. The **trustee** shall resume the payment of benefits to **trust beneficiaries** in

356 accordance with Subsection 2 only after the **trustee** has determined that the
 357 Tribe is not insolvent (or is no longer insolvent) or after the legal claims of
 358 general creditors as satisfied (through payment or dismissal).
 359

360 C. Provided that there sufficient assets, if the **trustee** discontinues the payment of
 361 benefits from the **trust** pursuant to Subsection 3b hereof and subsequently resumes
 362 such payments, the first payments following such discontinuance shall include the
 363 aggregate amount of all payments due to **trust beneficiaries** for the period of such
 364 discontinuance, less the aggregate amount of any payments made to **trust**
 365 **beneficiaries** by the Tribe in lieu of the payments provided for hereunder during any
 366 such period of discontinuance.
 367

368 D. In the event that any payment hereunder are discontinued (and not made up under
 369 Subsection 3c above or otherwise, the **trust beneficiaries** shall have (to the extent
 370 permitted under applicable law) a continuing claim against the Tribe for the
 371 remaining benefits due under the **trust** and or the Gaming Allocation Plan.
 372

373 **Article X. Termination of Trust**

374
 375 Unless terminated as otherwise provided for in this document, this **trust** and all trusts created herein,
 376 shall terminate at the date of twenty-two years from the initiation of this **trust**, or at the expiration of
 377 one year after the date on which the youngest **beneficiary** named shall qualify for distribution,
 378 whichever is later in time
 379

380 Upon the termination of this **trust**, all remaining assets of the **trust** shall revert to the General Fund
 381 of the General Tribal Council of the Oneida Tribe of Indians of Wisconsin.
 382

383 **Article XI. Liability of Trustee**

384
 385 The **trustee**, while acting under the conditions set forth in this document, shall incur no personal or
 386 individual liability to any individual or corporation dealing with the **trustee** in administering this
 387 trust in accordance with the provisions set out in this document, and may contract in such manner
 388 that it shall expressly be exempted from any personal or individual liability, and that its liability shall
 389 be limited to the property of the **trust** estate under its control. In no case shall any party dealing with
 390 the **trustee** in connection with the **trust** or to whom any part of the **trust** shall be conveyed, sold,
 391 leased, or mortgaged by direction of the **trustee**, be obliged to see to the application of any purchase
 392 money, rent or money loaned to the **trustee**, or be obliged to see that the terms of this **trust** have
 393 been complied with, or to inquire into the necessity or expediency of any act of the said **trustee**.
 394 Each **trustee** or successor **trustee** shall be requested and required to post \$50,000.00 bond.
 395

396 **Article XII. Designation of Trustee**

397
 398 The **trustor** designates the Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin as
 399 **trustee**. The **trustee** shall administer and distribute the **trust** under the terms and conditions set out
 400 in this agreement.

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Article XIII. Resignation or Removal of Trustee

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

Article XIV. Successor Trustee

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

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

Article XV. Dispute Resolution

- A. Disputes between the Oneida Trust Committee and the Oneida Business Committee under this provision shall be negotiated by the parties to this agreement. If the matter cannot be resolved, the matter shall be resolved by the General Tribal Council at a regular meeting or at a special meeting called for that purpose.
 - 1. In conflicts between the laws of the Oneida Tribe of Indians of Wisconsin and laws of the State the laws of the Oneida Tribe of Indians shall take precedence over the laws of Wisconsin.
- B. If any dispute arises out of the distribution of a beneficiary's interest under the Trust, all such matters shall be resolved according to the procedures set forth in the Oneida Administrative Procedures Act, except as otherwise provided in the Oneida Tribe of Indians of Wisconsin Revenue Allocation Plan.

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447

Article XVI. Severability of Provisions

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

451

452

Article XVII. Amendment of Trust Agreement

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454 **Trustor**, without the consent of any **beneficiary**, but with the written consent of **trustee**, may amend
455 or modify the terms and provisions of this **trust** agreement.

456

457

Article XVIII. Governing Law

458

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

462

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

465

466 /s/ Deborah Doxtator

467 Deborah Doxtator

468 Chairperson,

469 Oneida Business Committee

470 November 09, 1994

471

466 /s/ Lois Strong

467 Lois Strong

468 Chairperson,

469 Oneida Trust Committee

470 November 09, 1994

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

474

475 /s/ Gerald Danforth

476 Gerald Danforth

477 Chairperson,

478 Oneida Business Committee

479 December 12, 2001

480

475 /s/ Loretta V. Metoxen

476 Loretta V. Metoxen

477 Chairperson,

478 Oneida Trust Committee

479 December 12, 2001

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

483

484 /s/ Cristina Danforth

485 Cristina Danforth

486 Chairperson,

487 Oneida Business Committee

488 February 23, 2005

489

484 /s/ Loretta V. Metoxen

485 Loretta V. Metoxen

486 Chairperson,

487 Oneida Trust Committee

488 February 23, 2005

490 In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin

491 on March 10, 2010.

492

493 /s/ Richard G. Hill

494 Richard G. Hill

495 Chairperson,

496 Oneida Business Committee

497 March 24, 2010

498

499 IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have
500 caused this Fourth Amendment to the Trust to be executed by their duly authorized representative
501 this 13th day of February 2013.

502

503 /s/ Edward Delgado

504 Edward Delgado

505 Chairperson,

506 Oneida Business Committee

507 February 13, 2013

508

509

510 Amendments approved OTC 12-05-01

511 Amendments approved OBC 12-12-01

512 Amendments approved by OTC 01-28-05

513 Amendments approved by OBC 02-23-05

514 Amendments approved by OTC 03-02-10

515 Amendments approved by OBC 03-24-10

516 Amendments approved by OTC 12-18-12

517 Amendments approved by OBC 02-13-13

/s/ Carole Liggins

Carole Liggins

Chairperson,

Oneida Trust Committee

March 24, 2010

/s/ Carole Liggins

Carole Liggins

Chairperson,

Oneida Trust/Enrollment Committee

February 13, 2013

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|----------------------------|---------------------------|
| Per Capita Trust Agreement | AMENDED DECEMBER 12, 2001 |
| November 9, 1994 | Amended February 23, 2005 |
| | Amended March 24, 2010 |
| | Amended February 13, 2013 |

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

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

Article I. Beneficiaries

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

Article II. Trust

- A. The per capita distributions(s) **to each beneficiary**, together with the net profit and income accumulations therefrom shall comprise an individual and separate **trust** for that **beneficiary**. Each trust shall be administered by the **trustee** as a separate trust but without the necessity of the trustee making physical division of the assets, unless the **trustee** deems it necessary or advisable to do so. For convenience of administration and investment, the **trustee** in making a division of the **trust** of any part thereof, into shares or trust as may be authorized or directed under these provisions, may allot to the **trusts** an undivided interest in any or all assets of the **trust** and may make joint investment of the funds in the **trusts** and may hold **trusts** as a common fund, dividing the net income and profits proportionately among them.

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- 45 B. The Oneida Tribe of Indians of Wisconsin (“Tribe”) shall be treated as the grantor and owner
46 of any trusts established herein.
47
- 48 C. The **trust** hereby established shall be irrevocable.
49
- 50 D. The **trust** is intended to be a grantor trust, of which the Tribe is grantor, within the meaning
51 of subpart E, subchapter J, Chapter 1 subtitle A of the Internal Revenue Code of 1986, as
52 amended, and shall be construed accordingly.
53
- 54 E. The Tribe shall have the right at any time and from time to time in its sole discretion, to
55 substitute assets of equal fair market value for any asset held in the **trust**. This right is
56 exercisable by the Tribe in a non-fiduciary capacity without the approval or consent of any
57 person in a fiduciary capacity.
58

Article III. Distribution, Death of Beneficiary, Discretionary Payments

- 59
- 60
- 61 A. General Rule - Distribution and Valuation:
- 62
- 63 (1) Uniform Distribution Date: All distributions under the Trust other than payments on
64 account of death or Unforeseeable Emergency shall be processed on a uniform annual
65 distribution date to be set by the Trustee on or after the first day of each fiscal year,
66 October 1.
67
- 68 (2) Age 18 / Minimum Education Requirements: Except for those accounts subject to a
69 deferred election as set forth in B, each Beneficiary shall receive one trust account
70 maturity payment of the monies accumulated in the “Minors Trust Fund,” including
71 earnings, for that particular Beneficiary as of the Uniform Distribution Date on or
72 immediately after reaching the age of eighteen (18) if the Beneficiary provides the
73 Enrollment Department with proof he or she has obtained a high school diploma, a
74 high school equivalency diploma or a general equivalency diploma at least 30 days
75 prior to the Uniform Distribution Date. If such proof is not provided by the
76 Beneficiary by such date, his or her trust funds shall not be disbursed until the
77 Uniform Distribution Date on or immediately after his or her twenty-first (21st)
78 birthday. Minors declared legally incompetent, and minors who have a learning
79 disability or other disability are excepted from the diploma requirement. Funds for a
80 minor declared legally incompetent shall be put into a trust account for the legally
81 incompetent adult. Minors with a disability providing a certificate of twelve (12)
82 years of school attendance will be treated as high school graduates. All accounts
83 reaching maturity throughout the year will be processed and distributed annually, as
84 of the next Uniform Distribution Date.
85
- 86 (3) Valuation: The value of the Trust shall be determined on an annual valuation date,
87 which shall be the 30th day of September of each year, and such other dates as
88 established for the valuation of Trust assets of the Trustee.

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89
90 (4) Death: Upon the death of a Beneficiary who has not qualified for distribution of his /
91 her trust, his/her trust shall be distributed to the Beneficiary's estate. In all cases,
92 such payment shall be made in the name of the Beneficiary to be paid to the estate of
93 the Beneficiary as soon as reasonably practicable following the date of his / her death.

94
95 B. Deferral Elections:

96
97 (1) Uniform Deferral Date: All deferral elections under the Trust (as described below)
98 must be entered into on or before July 1 of each year for distributions that would
99 otherwise become payable as of the Uniform Distribution Date for the next fiscal
100 year.

101
102 (2) A Beneficiary that desires to defer payment to a later date than that set forth in A
103 above may enter into a deferral election subject to RAP Section VIII(C)(5) and the
104 rules and restrictions set forth herein.

105
106 i. Age 18-21. Each Beneficiary that would otherwise qualify for a distribution
107 will be provided the option to elect up to three one-year deferrals between the
108 ages of eighteen (18) and twenty-one (21), allowing for all or a portion of the
109 Beneficiary's then remaining account(s) to become payable on the Uniform
110 Distribution Date following age nineteen (19), twenty (20), and / or twenty-
111 one (21). The Beneficiary must enter into a Deferred Payment Agreement on
112 or before July 1 of the fiscal year in which the Beneficiary turns age eighteen
113 (18), nineteen (19) and / or twenty (20) as applicable. Deferral elections prior
114 to age eighteen (18) must be signed by the Beneficiary and the Beneficiary's
115 parent or legal guardian.

116
117 ii. Post-Age 21. Each Beneficiary will be provided the option to extend the
118 deferrals previously elected under (i) above for up to three (3) three-year
119 options allowing for all or a portion of the Beneficiary's then remaining
120 account(s) to become payable following age twenty-four (24), twenty-seven
121 (27) and / or thirty (30). The Beneficiary must enter into a Deferred Payment
122 Agreement on or before July 1 of the fiscal year in which the Beneficiary
123 turns twenty-one (21), twenty-four (24), and / or twenty-seven (27) as
124 applicable.

125
126 iii. Deferred Payment Agreements shall, except in the case of Unforeseeable
127 Emergency, be irrevocable. Each Deferred Payment Agreement shall be in a
128 form approved by the Trustee.

129
130 iv. Distribution of a Beneficiary's benefits shall thereafter be subject to the terms
131 of the Deferred Payment Agreement rather than Section A above.
132

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- 133 (3) Notwithstanding any other provisions of the Trust to the contrary, benefits may
134 become payable prior to the regular or Deferred Payment dates set forth above, and
135 annual deferral or payment agreements entered into may be modified, in the case of
136 an Unforeseeable Emergency. An Unforeseeable Emergency for this purpose is a
137 severe financial hardship to the Beneficiary resulting from an illness or accident of
138 the Beneficiary, the Beneficiary's spouse, the Beneficiary's contingent beneficiary, or
139 a dependent (as defined in Code Section 152(a)) of the Beneficiary, loss of the
140 Beneficiary's property due to casualty, or other similar extraordinary and
141 unforeseeable circumstances arising as a result of events beyond the control of the
142 Beneficiary. Any early withdrawal or modification to a Deferred Payment
143 Agreement hereunder on account of an Unforeseeable Emergency approved by the
144 Trustee shall be limited to the amount necessary to meet the emergency, and
145 modification of a deferral agreement may only be made on a prospective basis. An
146 Unforeseeable Emergency may not exceed the amounts necessary to satisfy such
147 emergency plus amounts necessary to pay taxes reasonably anticipated as a result of
148 the distribution, after taking into account the extent to which such hardship is or may
149 be relieved through reimbursement or compensation by insurance or otherwise or by
150 liquidation of the Beneficiary's assets (to the extent the liquidation of such assets
151 would not itself cause severe financial hardship). The Trustee, in its discretion, shall
152 determine when a distribution or modification shall be made pursuant to this Section,
153 but in accordance with rules, procedures and limitations deemed necessary for
154 compliance with the Internal Revenue Code including rules against premature
155 taxation due to constructive receipt and / or economic benefit. The existence of an
156 Unforeseeable Emergency may be made with reference to Code Section 409A.
157
- 158 (4) A Beneficiary shall not vest in his benefits until distributed.
159
- 160 (5) Deferred Payment Agreements shall be administered in a manner designed to avoid
161 premature taxation through IRS doctrines of constrictive receipt and economic
162 benefit. The Trustee shall implement such election forms and agreements as may be
163 necessary to accomplish the foregoing, and shall have the power to deny distributions
164 that would otherwise not satisfy the foregoing rules.
165
- 166 (6) Trust accounts subject to a deferral election will be invested by the Trustees. The
167 Trustees shall invest said accounts in accordance with any investment policy which the
168 Trust Committee may adopt and may amend from time to time. The investment policy
169 may include an investment structure whereby the Trustee is directed to meet (to the
170 extent possible) hypothetical investment selections made by Beneficiaries based on
171 limited fund options approved by the Trustees. The Trust may also provide earnings
172 credits (and reductions) to a Beneficiary's account based on the hypothetical earnings /
173 losses attributable to his or her elections. However, the Trustees, rather than
174 Beneficiaries, shall have ultimate authority as to which investments or investment
175 funds are selected for actual investment of Trust assets, and the direction of those
176 funds.

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177

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

179

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

185

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

188

189 i. a detailed budget of monies necessary for the beneficiary's health, education,
190 or welfare;

191 ii. a detailed justification for the need to expend Trust funds to meet the
192 beneficiary health, education or welfare needs, including other possible
193 sources of funds or the lack thereof;

194 iii. a showing that the request is for an Unforeseeable Emergency (as defined in
195 Article III, Section B; and

196 iv. and a showing that all other resources, including federal, state, local, and
197 tribal assistance, have been exhausted.

198

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

201

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

204

205 Article IV. Additional funds

206

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

210

211 Article V. Accounting by Trustee

212

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

216

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

219

220 C. Each accounting furnished to the trustor shall be final and conclusive in respect to the

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221 transactions disclosed in that account and as to all **beneficiaries** of the **trust** and, after
222 settlement of the account by reason of the expiration of the sixty (60) day period after the
223 submission of the accounting, the **trustee** shall no longer be liable to any beneficiary of the
224 trust in respect to transactions disclosed in the accounting except for the **trustee's** will fraud.
225 However, the **trustee** may at any time during the sixty (60) day period petition the Oneida
226 Appeals Commission for a settlement of its accounts submitted pursuant to this agreement.
227

Article VI. Trustee Powers and Duties.

228
229
230 To carry out the purposes of this **trust**, the **trustee** is vested with the following powers in addition to
231 powers already specified in this document and to any powers now or in the future conferred by the
232 Oneida Tribe of Indians of Wisconsin or the State of Wisconsin:
233

- 234 A. To direct the acquisition and holding of any property, real, personal, or mixed, and to direct
235 the operation at risk of the **trust** of any property or business received into the trust, as long as
236 the **trustee** deems it advisable to do so, the profit or losses of which will inure to or be
237 chargeable to the **trust**.
238
- 239 B. To sell, convey, or otherwise dispose of the whole or any part of any property at any time
240 held hereunder at any time for any price, to any party or parties, in any manner, and upon
241 other terms and conditions, as trustee shall deem advisable.
- 242 C. To make such purchases or exchanges at any time, for any prices, in any manner and upon
243 other terms and conditions as trustee shall deem advisable, and to invest and reinvest in
244 securities, mortgages, insurance, leases, commodities or other evidence of rights, interests or
245 obligations, secured or unsecured, or other property, real, personal, or mixed as trustee shall
246 deem advisable, as long as such investment is in accordance with the investment policies of
247 the **trustor**.
248
- 249 D. To direct the investment and reinvestment of the principal of the **trust** in properties of every
250 kind and nature, including specifically, but not limited to, saving accounts, corporate
251 obligations, and stocks and bonds, which a reasonable person would acquire for their own
252 account, including investments in common trust funds operated by **trustee** where **trustee**
253 deems it in the best interest of the **trust** to do so.
254
- 255 E. To have the power to exercise, respecting securities, all rights, powers and privileges of an
256 absolute owner, including, but not limited to, vote stock; give proxies; pay calls for
257 assessments; sell or exercise stock subscription or conversion rights; participate in
258 foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, and
259 voting trust and assent to corporate sales and other acts; and in connection therewith, to
260 deposit securities with and transfer title to any protective or other committee under such
261 terms as trustee may deem advisable.
262
- 263 F. To pay or reserve sufficient funds to pay all expenses of management and administration of
264 this **trust**, all or any part of which may, in trustee's discretion, be charged either to income or
265 principal of the **trust**.

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- 266
267 G. All taxes, assessments, fees, charges and other expenses incurred by **trustee** in the
268 administration or protection of this trust shall be a charge on the **trust** estate, and prior to
269 final distribution of the **trust** estate shall be paid by **trustee** in full from principal or income
270 or partially from each in such manner as **trustee** in **trustee's** absolute discretion may
271 determine advisable.
272
- 273 H. To prescribe the manner in which all checks, stock certificates or other instruments may be
274 signed, endorsed or executed by or for the **trustee**. The **trustee** may appoint or employ such
275 agents, agencies, attorney, custodians, employees, assistants, accountants or legal or
276 investment counsel as the **trustee** deems advisable. The **trustee** may make execute or
277 deliver any transfer or their instrument or do any ministerial acts necessary or proper to be
278 done in the execution of any duty imposed upon the **trustee** or for any purpose the **trustee**
279 deems appropriate or desirable. The **trustee** may charge the expense for the above-listed
280 activities to principal or income as the **trustee** shall determine proper.
281
- 282 I. To do all acts, institute all proceedings, and to exercise all other rights, powers, and
283 privileges that an absolute owner of the property would otherwise have the right to do,
284 subject always to the discharge of the **trustee's** fiduciary obligations.
285
- 286 J. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the
287 benefit of this **trust**, **trustee** shall exercise the judgement and care, under the circumstances
288 then prevailing, that persons of prudence, discretion and intelligence exercise in the
289 management of their own affairs, not in regard to speculation, but in regard to the permanent
290 disposition of their funds, considering the probable income as well as the probable safety of
291 their capital.
292
- 293 K. The enumeration of certain powers in this agreement shall not limit the general or implied
294 powers of the **trustee**. **Trustee** shall have all additional powers that may be necessary to
295 enable trustee to administer this **trust** in accordance with the provisions of this **trust**
296 instrument, subject only to limitations as may be expressly provided herein.
297

Article VII. Duration of Trustee Powers

298
299
300 All of the rights, powers, authorities, privileges and immunities given to **trustee** by this agreement
301 shall continue after termination of the **trust** created hereby until **trustee** shall made actual
302 distribution of all property held by it hereunder.
303

Article VIII. Assignment of Trust

304
305
306 The interest of all beneficiaries shall vest upon the receipt of funds from the **trust** account of the
307 **beneficiary**.
308
309 No **beneficiary** shall have the power to pledge, assign, mortgage, sell or in any manner, transfer or
310 hypothecate any interest which they may have or expect to have in the **trust**.

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311
312 The interests of the **beneficiaries** shall not be subject in any manner while under the direction of the
313 **trustee** to debts, contracts, liabilities, engagements, obligations or torts of such **beneficiary** nor to
314 the claims of the creditors of the **beneficiary**, nor to the process of law.
315

Article IX

316
317
318 Responsibility Regarding Payments to the Trust Beneficiary When the Tribe is Insolvent.
319

320 A. The **trustee** shall cease payment of benefits to **trust beneficiaries** if the Tribe is Insolvent.
321 The Tribe shall be considered “Insolvent” for purposes of this trust agreement if the Tribe
322 becomes subject to a pending proceeding as a debtor under the United States Bankruptcy
323 Code.
324

325 B. Any Assets held by the **trust** will be subject to the claims of the Tribe’s general creditors
326 under federal and other applicable law in the event of insolvency, as defined in Subsection A
327 herein.
328

329 1. The Chairperson of the Tribe shall have the duty to inform the **trustee** writing of the
330 Tribe’s Insolvency. If a person claiming to be creditor of the Tribe alleges in writing
331 to the **trustee** that the Tribe has become Insolvent, the **trustee** shall determine
332 whether the Tribe is Insolvent and, pending such determination, the **trustee** shall
333 discontinue payment of benefits to **trust beneficiaries**.
334

335 2. Unless the **trustee** has actual knowledge of the Tribe’s Insolvency, or has received
336 notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is
337 Insolvent, the **trustee** shall have no duty to inquire whether the Tribe is Insolvent.
338 The **trustee** may in all events rely on such evidence concerning the Tribe’s solvency
339 as may be furnished to it that provides the **trustee** with a reasonable basis for making
340 a determination concerning the Tribe’s solvency.
341

342 i. If at any time the **trustee** has determined that the Tribe is Insolvent, the
343 **trustee** shall discontinue payments to **trust beneficiaries** and the **trustee**
344 shall hold the assets of the Trust for the benefits of the Tribe’s general
345 creditors; provided that (i) nothing in this trust agreement shall in any way
346 diminish any rights of **trust beneficiaries** to pursue their rights as general
347 creditors of the Tribe with respect to benefits due under the **trust**, the Gaming
348 Allocation Plan or otherwise, and (ii) nothing herein shall enhance or grant
349 independent claim rights to the Tribe’s general creditors that they otherwise
350 would not have against the Tribe or its assets.
351

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

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356
357 C. Provided that there sufficient assets, if the **trustee** discontinues the payment of
358 benefits from the **trust** pursuant to Subsection 3b hereof and subsequently resumes
359 such payments, the first payments following such discontinuance shall include the
360 aggregate amount of all payments due to **trust beneficiaries** for the period of such
361 discontinuance, less the aggregate amount of any payments made to **trust**
362 **beneficiaries** by the Tribe in lieu of the payments provided for hereunder during any
363 such period of discontinuance.

364
365 D. In the event that any payment hereunder are discontinued (and not made up under
366 Subsection 3c above or otherwise, the **trust beneficiaries** shall have (to the extent
367 permitted under applicable law) a continuing claim against the Tribe for the
368 remaining benefits due under the **trust** and or the Gaming Allocation Plan.
369

Article X. Termination of Trust

370
371
372 Unless terminated as otherwise provided for in this document, this **trust** and all trusts created herein,
373 shall terminate at the date of twenty-two years from the initiation of this **trust**, or at the expiration of
374 one year after the date on which the youngest **beneficiary** named shall qualify for distribution,
375 whichever is later in time
376

377 Upon the termination of this **trust**, all remaining assets of the **trust** shall revert to the General Fund
378 of the General Tribal Council of the Oneida Tribe of Indians of Wisconsin.
379

Article XI. Liability of Trustee

380
381
382 The **trustee**, while acting under the conditions set forth in this document, shall incur no personal or
383 individual liability to any individual or corporation dealing with the **trustee** in administering this
384 trust in accordance with the provisions set out in this document, and may contract in such manner
385 that it shall expressly be exempted from any personal or individual liability, and that its liability shall
386 be limited to the property of the **trust** estate under its control. In no case shall any party dealing with
387 the **trustee** in connection with the **trust** or to whom any part of the **trust** shall be conveyed, sold,
388 leased, or mortgaged by direction of the **trustee**, be obliged to see to the application of any purchase
389 money, rent or money loaned to the **trustee**, or be obliged to see that the terms of this **trust** have
390 been complied with, or to inquire into the necessity or expediency of any act of the said **trustee**.
391 Each **trustee** or successor **trustee** shall be requested and required to post \$50,000.00 bond.
392

Article XII. Designation of Trustee

393
394
395 The **trustor** designates the Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin as
396 **trustee**. The **trustee** shall administer and distribute the **trust** under the terms and conditions set out
397 in this agreement.
398

Article XIII. Resignation or Removal of Trustee

399
400

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- 401 A. Any **trustee** of successor **trustee** shall have the right to resign any time by giving thirty days
402 written notice thereof to the Trust Committee and the Trustor.
403
- 404 B. Any removal of a **trustee** shall be pursuant the Oneida Removal Ordinance.
405
- 406 C. That upon the resignation, removal, or death of any **trustee** or successor **trustee**, the
407 Chairman of the Oneida Trust Committee will select or nominate a candidate subject to the
408 approval of the Trust Committee. Upon the approval of a successor by the Trust Committee,
409 notice shall be sent to the Oneida Business Committee informing them of the selection of a
410 new Trust Committee member. The successor will then serve out the terms. If the
411 resignation or death occurs with more that one year left of the three (3) year term of the
412 predecessor **trustee**, a new committee member will be elected at the next General Tribal
413 Council election to serve out the remainder of that term. Any successor trustee shall have all
414 the immunities, rights, duties, and powers, discretionary or otherwise, granted to the **trustee**
415 herein.
416

Article XIV. Successor Trustee

417
418
419 Any successor **trustee** may accept the account rendered and property delivered by a predecessor
420 trustee as a full and complete discharge of the predecessor **trustee** and without any duty to examine
421 the books and records of any such predecessor **trustee**.
422

423 No successor **trustee** shall be liable or responsible for anything done or omitted to be done by any
424 predecessor **trustee**; to the date such successor **trustee**, nor shall such successor be required to
425 inquire into or take any action concerning the acts of or against any predecessor **trustee** or **trustees**.
426
427

Article XV. Dispute Resolution

428
429
430 A. Disputes between the Oneida Trust Committee and the Oneida Business Committee
431 under this provision shall be negotiated by the parties to this agreement. If the matter cannot
432 be resolved, the matter shall be resolved by the General Tribal Council at a regular meeting
433 or at a special meeting called for that purpose.
434

435 1. In conflicts between the laws of the Oneida Tribe of Indians of Wisconsin and laws
436 of the State the laws of the Oneida Tribe of Indians shall take precedence over the
437 laws of Wisconsin.
438

439 B. If any dispute arises out of the distribution of a beneficiary's interest under the Trust, all such
440 matters shall be resolved according to the procedures set forth in the Oneida Administrative
441 Procedures Act, except as otherwise provided in the Oneida Tribe of Indians of Wisconsin
442 Revenue Allocation Plan.
443

Article XVI. Severability of Provisions

444
445 In any provision of this instrument is unenforceable, the remaining provisions shall, nevertheless, be

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446 carried into effect.

447

448

Article XVII. Amendment of Trust Agreement

449

450 **Trustor**, without the consent of any **beneficiary**, but with the written consent of **trustee**, may amend
451 or modify the terms and provisions of this **trust** agreement.

452

453

Article XVIII. Governing Law

454

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

458

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

461

462 /s/ Deborah Doxtator

463 Deborah Doxtator

464 Chairperson,

465 Oneida Business Committee

466 November 09, 1994

467

462 /s/ Lois Strong

463 Lois Strong

464 Chairperson,

465 Oneida Trust Committee

466 November 09, 1994

467

468 In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin

469 December 12, 2001.

470

471 /s/ Gerald Danforth

472 Gerald Danforth

473 Chairperson,

474 Oneida Business Committee

475 December 12, 2001

476

471 /s/ Loretta V. Metoxen

472 Loretta V. Metoxen

473 Chairperson,

474 Oneida Trust Committee

475 December 12, 2001

476

477 In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin

478 on February 23, 2005.

479

480 /s/ Cristina Danforth

481 Cristina Danforth

482 Chairperson,

483 Oneida Business Committee

484 February 23, 2005

485

480 /s/ Loretta V. Metoxen

481 Loretta V. Metoxen

482 Chairperson,

483 Oneida Trust Committee

484 February 23, 2005

485

486 In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin

487 on March 10, 2010.

488

489 /s/ Richard G. Hill

490 Richard G. Hill

489 /s/ Carole Liggins

490 Carole Liggins

DRAFT

DRAFT

DRAFT

Clean Version - Proposed 5th Amendment
to the Minors Trust Agreement (last approved 2/13/2013)

491 Chairperson,
492 Oneida Business Committee
493 March 24, 2010

Chairperson,
Oneida Trust Committee
March 24, 2010

494
495 IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have
496 caused this Fourth Amendment to the Trust to be executed by their duly authorized representative
497 this 13th day of February 2013.

498
499 /s/ Edward Delgado
500 Edward Delgado
501 Chairperson,
502 Oneida Business Committee
503 February 13, 2013

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

- 504
- 505
- 506 Amendments approved OTC 12-05-01
- 507 Amendments approved OBC 12-12-01
- 508 Amendments approved by OTC 01-28-05
- 509 Amendments approved by OBC 02-23-05
- 510 Amendments approved by OTC 03-02-10
- 511 Amendments approved by OBC 03-24-10
- 512 Amendments approved by OTC 12-18-12
- 513 Amendments approved by OBC 02-13-13