



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

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-1260

Oneida, WI 54155



UGWA DEMOLUM YA
Because of the help
Oneida Chief in come

six nations and the C
of Pennsylvania, a nev
tion, the United States

RESOLUTION # 9-16-88-B

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and

WHEREAS, the Oneida Business Committee on August 26, 1988, approved the GAMMA Contract for Million Dollar satellite bingo on the Oneida Reservation, which was signed and delivered to GAMMA, and

WHEREAS, GAMMA has signed the agreement and returned it with an addendum, a copy of which is attached, that relates to the guidelines of the Bureau of Indian Affairs in approving gaming contracts, and which agreement recites the need for a Business Committee resolution stating the authority to contract, and

WHEREAS, Article IV, Section 1 of the Oneida Constitution as approved and amended provides for this contract.

NOW, THEREFORE, BE IT RESOLVED, the Oneida Tribe hereby authorizes and contracts with the GAMMA corporation for the purpose of operating a satellite bingo operation known as "Million Dollar Bingo" on the Oneida Indian Reservation under terms and conditions set forth in the attached documents.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members, constitute a quorum. 9 members were present at a meeting duly called, noticed and held on the 16th day of September, 1988; that the foregoing resolution was duly adopted at such meeting by a vote of 8 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Amelia Cornelius, Secretary
ONEIDA TRIBE OF INDIANS OF WI

ADDENDUM TO ONEIDA CONTRACT

In order to facilitate the approval by the Bureau of Indian Affairs ("BIA") of the contract (the "Contract" or "this Agreement") to which this addendum ("Addendum") is attached, the parties to the Contract hereby agree to this Addendum modifying the Contract, which modifications shall take effect immediately upon the granting of such BIA approval. Terms whose meanings are defined in the Contract shall have the same meanings where used in this Addendum.

1. Modifications to the Contract

1.1 The Contract is amended by adding new section II (m) to the Contract:

"(m) GAMMA agrees to provide all pre-game and post-Game audits of all sales, revenues and procedures used in the operation of the Games, and to provide Bingo Management and the Tribe monthly statements of revenues and expenditures."

1.2 Section VI (b) (ii) of the Contract is amended to read in entirety as follows:

"(ii) GAMMA and Bingo Management certify that no party in interest (as said term is defined in paragraph numbered 8 of the BIA guidelines dated April 7, 1986) is an elected member of the Tribal government or a relative of an elected member of the Tribal government. GAMMA will require any party in interest who is elected to the Tribal government or whose relative is elected to the Tribal government to divest himself or herself of his or her interest in this Agreement."

1.3 Section VI (b) (iii) of the Contract is amended to insert the words "or of Bingo Management" after the phrase "employee of GAMMA"

1.4 Section VI(f) of the Contract is amended by adding at the thereof the following sentence:

"No assignment of or subcontract under this Agreement shall be valid until approved by the Secretary of the Department of Interior (the "Secretary") or his authorized representative in the BIA."

1.5 Section V(g) of the Contract is amended to read in its entirety as follows:

"(g) GAMMA shall establish a cash management system adequate to safeguard the funds of the operation of the Games. GAMMA agrees that Bingo Management and the Tribe shall have the right to inspect said system and GAMMA's books at all reasonable times, and that Bingo Management and the Tribe may obtain an independent audit of GAMMA's system and accounts at Bingo Management's and/or the Tribe's expense."

1.6 Section V(b) of the Contract is amended by adding the following sentence at the end thereof:

"In the event that, pursuant to Section II(d) hereof, GAMMA determines to commence operation of the Games with halls with a cumulative average attendance of less than 20,000 players per session, the amount to be allocated to the Prize Reserve under this Section V(b) shall be correspondingly reduced initially, and thereafter increased up to \$3,000,000 as further halls are added, as deemed advisable by GAMMA."

1.7 The Contract is amended by adding the following new Section VI(k) to the Contract:

"(k) The GAMMA official responsible for employment and personnel matters is M. Mark Michalko, President, or such other person as GAMMA shall notify to Bingo Management in writing from time to time."

1.8 The Contract is amended by adding the following new Section VI(l) to the Contract:

"(l) Attached to this Agreement is a resolution setting forth the scope of authority of the Tribal officials who have signed this Agreement on behalf of the Tribe and identifying the provision of the Tribal organic document which authorizes this Agreement."

2. Resolution regarding this Addendum

2.1 Attached to this Addendum is a resolution setting forth the scope of authority of the Tribal officials who have signed this Addendum on behalf of the Tribe and identifying the provision of the Tribal organic document which authorizes this Addendum.

In Witness Whereof, the parties have caused this Addendum to be executed by their respective duly authorized representatives who have affixed their signatures hereto on this 9th day of September, 1988.

GAMMA International, Ltd.

By Jim Holmes

Oneida Bingo

(Bingo Management)

By Carol Silver
Gaming Director

Richard G. Hill

Oneida (the Tribe)

Tribal Vice-Chairman

By _____

AGREEMENT

THIS AGREEMENT made and entered into at Austin, Texas this _____ 9th day of September, 1988 by and between the Oneida Tribe of Indians on behalf of the Oneida Bingo Enterprise which operates the bingo operations on behalf of the Oneida Tribe of Indians of Wisconsin (hereinafter referred to as "Bingo Management" or the "Tribe"), and GAMMA INTERNATIONAL, LTD., a Delaware corporation having its principal place of business located at 2003 North Lamar Boulevard, Austin, Texas 78705 (hereinafter "GAMMA").

WITNESSETH

WHEREAS, Bingo Management desires to conduct and GAMMA desires to provide technical services for a series of Bingo games and other mutually agreed upon games that can be legally conducted by and for Indian nations and tribes (hereinafter "Games") for the benefit of Bingo Management and certain other Indian tribes upon whose land such games will be conducted; and

WHEREAS, Bingo Management desires to enter into this Agreement exclusively with GAMMA for the design and implementation of such Games; and

WHEREAS, GAMMA desires to enter into this Agreement with Bingo Management to provide technical services for such Games to be paid on a percentage of gross sales basis; and

WHEREAS, both Bingo Management and GAMMA understand and agree that the first proposed Games are bingo games to be conducted by electronically interconnecting and merging play, revenue and prize pools of players in a number of bingo halls located on American Indian Sovereign Lands held in trust by the United States (hereinafter "Indian County"); and

WHEREAS, both Bingo Management and GAMMA understand and agree that because of the legal and marketing uncertainties inherent in the

Games, each party shall use its best efforts to effectuate the most expeditious design and implementation of the Games, and cooperate fully with one another, and that to the extent that either party's performance of its obligations hereunder is deemed impossible within the usual and customary meaning of the term, force majeure or other cause beyond the control of the parties, neither party shall be liable to the other party for failure of the Games to materialize; and

WHEREAS, GAMMA agrees to work with Bingo Management to design and implement the Games as further provided herein,

NOW, THEREFORE, the parties agree as follows:

I. Term of Agreement

A. Base Term

1. The base term of this Agreement shall be for three (3) years from the date of execution; however both parties shall have the right to terminate the agreement during special periods described below in paragraph I.C.

2. The foregoing notwithstanding, in the event that Bingo Management is not the Tribe, but rather an organization conducting bingo operations on behalf of the Tribe, this Agreement shall be for a term equal to, and concurrent with, Bingo Management's agreement with the Tribe respecting conducting their bingo operations but not more than three (3) years. Further, in the event that such management agreement is to a term which expires less than three (3) years from the date of execution of this Agreement, and such management agreement is later extended, renewed or novated for a period of time ending at least three (3) years from the date of this Agreement, the term of this Agreement shall be automatically extended two (2) two (2) year terms totalling four (4) years, unless notified in writing of the intention not to extend not less than ninety (90) days prior to the expiration of each term.

3. In the event that Bingo Management is not the Tribe, but rather an organization conducting bingo operations on behalf of the Tribe, and if the Bingo Management's agreement with the Tribe respecting conducting their bingo operations is for a term which expires less than three (3) years from the date of execution of this Agreement, GAMMA shall not be obligated to perform its duties pursuant to this Agreement unless and until GAMMA receives assurances satisfactory to GAMMA from the Tribe that GAMMA will be permitted to continue providing the services described herein to the Tribe or any successor management companies until three (3) years from the execution of this Agreement under terms and conditions substantially the same as this Agreement as if this Agreement were for a term of three (3) years.

B. Extensions

Any extension beyond the base term of this Agreement other than those automatic extensions described in paragraph I.C. below shall be on such terms and conditions as may be mutually agreed upon by the parties.

C. Termination

Other than as provided in this paragraph and/or in paragraph II. D., this Agreement may not be terminated early except upon showing of impossibility of performance within the usual and customary meaning of the term, force majeure or other cause beyond the control of the parties, passage of federal legislation which prohibits the games covered by this contract, or in the case of fraud, material misrepresentation, or material breach by the other party. Either party can terminate this Agreement under the conditions shown below.

1. If during the last sixty (60) days of operation of the first six (6) months of the Agreement the games average sales do not exceed \$20,000 per week, either party can terminate by giving notice within two (2) weeks.

2. During the thirty (30) day periods after the first three (3) years of operation and after the first five (5) years of operation, either party can terminate. If no notice of termination is given, the contract shall contain for the entire base period of seven (7) years. If the Oneida Tribe selects to terminate under the conditions set forth in this paragraph, the tribe agrees not to start a similar competitive game for at least two (2) years from the date of termination.

II. Duties of GAMMA

A. GAMMA shall design all Games and procure or otherwise provide all equipment, materials, and supplies necessary to operate the Games in such a manner as is mutually agreed-upon by the parties. Such equipment shall include, but not be limited to hardware and software required to: (1) produce unique Game cards, (2) perform registration and accounting of Game cards sold, (3) perform accounting revenues and prize awards for the Games, (4) record and telecast (via satellite, cable or other means) the Games to all participating locations, (5) receive and display the telecast signal and (6) transmit, monitor and record any data transmission necessary to conduct the Games.

B. GAMMA shall also: (1) provide at least one full-time employee at Bingo Management's bingo hall to assist in the operation of the Games, (2) sell or cause to be sold such Game cards to all participating locations, with assistance of floor clerks employed or otherwise provided by Bingo Management, (3) account for sales and other revenues, (4) make prize awards and (5) cause the Games to be telecast to all participating locations. The full-time employee described in this paragraph shall be approved by the Tribe within seven (7) days after approval is requested and such approval shall not be unreasonably withheld. GAMMA agrees to contract with the Tribe to provide the services of the full-time employee at a reasonable cost

after three (3) years of operation if both parties agree that the Tribe has developed the capability of providing this service.

C. It is understood and agreed that the title to any and all equipment, including all hardware and software provided by GAMMA for the conduct of the Games shall remain the property of GAMMA during the term of this Agreement unless expressly agreed otherwise. Satellite receiving dishes and monitoring equipment located at the Bingo Management bingo hall at the end of the original three (3) year term and automatic extensions of this Agreement shall be the property of Bingo Management. If the contract is terminated at an earlier date in accordance with paragraph I. C., GAMMA agrees to negotiate in good faith to sell the satellite receiving dishes and monitoring equipment located at the Bingo Management bingo hall for a fair and equitable price and the Tribe agrees to purchase such equipment for a fair and equitable price.

D. GAMMA shall use its best efforts to procure or otherwise provide all necessary equipment to design, implement and commence operation of the Games at the earliest possible date, but in any event, no later than sixty (60) days after GAMMA contract with a number of halls with a cumulative average attendance of 20,000 players per session or any lesser amount of players GAMMA deems necessary to commence operation of the Games. Either GAMMA or Bingo Management may terminate this Agreement (1) if the necessary number of halls have not signed agreements within six (6) months from the date of execution of this Agreement or (2) within the first ninety (90) days after commencement of operations of the first Game if Game sales do not equal or exceed \$2,000 per session average over the immediately preceding thirty (30) days or (3) in accordance with Paragraph II L. below.

E. The parties understand and agree that there are legal and marketing uncertainties inherent in the design, implementation, and operation of the Games, and as such GAMMA makes no express or implied warranty that the Games will succeed, and GAMMA

makes no guarantees and assumes no liability for failure of the Games to any party, including but not limited to, Bingo Management.

F. At its sole discretion, GAMMA may procure such technical and marketing support as it deems necessary or advisable to effectuate the design, implementation and operation of the Games, and to require such support groups to provide such information as may be deemed necessary, including but not limited to, background investigations, to ensure the security and integrity of the Games. GAMMA agrees to provide at least the names and addresses of the principals of all subcontracted support groups.

G. GAMMA agrees to conduct such market analyses and research as GAMMA, in its sole discretion, feels necessary and advisable provided that Bingo Management makes available its bingo hall and customers to facilitate the conduct of such research. GAMMA further agrees to place such paid advertising and promotions as GAMMA, in its sole discretion, feels necessary and advisable to augment Sections III. D. of this Agreement. The general advertising and promotional plans shall be subject to the approval of a committee of four (4) representatives elected by the managers of the halls participating in the Games. Approval or disapproval shall be given within seven (7) working days after the plans are submitted for review, and approval shall not be unreasonably withheld. Said plans shall be deemed approved unless disapproved in writing within seven (7) days.

H. GAMMA will use its best efforts to sign agreements with other entities to participate in the Games as described herein.

I. GAMMA will provide complete documentation of game design, equipment, procedures, rules and game implementation schedule no later than thirty (30) days prior to scheduled commencement of the Games.

J. GAMMA will guarantee by letter of credit, performance bond, insurance or other guarantee from an organization approved by the Audit Committee elected by participants in the Games, the payment of all prizes to be paid to winners of the Games. Bingo Management shall not advertise the amount of any prize in the Games without the prior written approval of GAMMA.

K. GAMMA shall promptly notify Bingo Management of the names and addresses of all persons and/or entities who are directors, officers and/or 5 percent or greater owners of GAMMA so that Bingo Management can conduct a background investigation. If such investigation reveals that any of the foregoing has been convicted of any felony or any gambling-related crime and Bingo Management requests his removal as a director, officer of 5 percent greater owner of GAMMA, then if such person or entity is not so removed within thirty (30) days of said request, either party hereto may terminate this Agreement.

L. GAMMA will train one tribal employee acceptable to parties to assist in the operation of the games.

III. Duties of Bingo Management

A. Bingo Management agrees to provide GAMMA with sufficient secure space in its bingo hall(s) for GAMMA to: (1) sell Game cards for any and all Games from four (4) hours prior to the commencement of the Games and to perform necessary accounting activities up to one (1) hour after the close of the Games, (2) store up to one hundred thousand (100,000) Game cards, and (3) store such equipment (including but not limited to computers, cameras and telecasting, reception and monitoring devices) as GAMMA deems necessary to conduct the Games.

B. Bingo Management agrees to allocate sufficient time per session to permit GAMMA to conduct the Games whether or not the Game drawings are physically conducted at Bingo Management's bingo hall. It is anticipated that for the first Games the amount of time to be allocated to conduct the Games shall not exceed thirty (30) minutes per session.

C. Bingo Management agrees to allow GAMMA access to its property for purposes of installing and operating any and all equipment necessary to conduct the Games in accordance and compliance with tribal rules, regulations or restrictions regarding such access and such access shall not be unreasonably withheld.

D. Bingo Management agrees to provide its own advertising and promotion of the Games to stimulate maximum player participation.

E. Bingo Management agrees to assist GAMMA in obtaining any approval necessary to conduct the Games, including but not limited to, approval of this Agreement and the Games by the Bureau of Indian Affairs ("B.I.A.") if so requested by GAMMA.

F. Bingo Management agrees to provide GAMMA with any and all demographic and statistical data they may have relative to bingo games currently in operation in Indian Country and to periodically provide GAMMA with additional data as it becomes available.

G. Bingo Management agrees to provide a sufficient number of floor clerks to sell Game cards.

IV. Liability for Non-Performance

In the event of failure by one party to perform its obligations hereunder other than for reasons excused under Paragraph I.C. hereof,

the other party shall retain all remedies available in law and in equity subject to the limitation that if one party defaults or fails to perform its obligations hereunder and such default occurs prior to commencement of the first Game, the defaulting party shall not be liable to the other party for loss of anticipated future revenue.

V Compensation

A. Seventy percent (70%) of "Gross Revenues" (defined as all revenues derived from the conduct of the Games at the Bingo Management's bingo hall, including revenues derived from the sale of Game cards enabling players to participate in the Games) shall be allocated from the payment of prizes (hereinafter the "Prize Allocation")* and, subject to subparagraph B. below, the remaining thirty (30%) percent of Gross Revenues will be disbursed as follows:

Bingo Management	15%
GAMMA	15%**

B. GAMMA shall establish a prize reserve fund (hereinafter called "Prize Reserve") to be used to pay prizes on those occasions when prizes exceed the Prize Allocation. Commencing at Game initiation, and for so long as the balance in the prize reserve fund is less than Three Million (\$3,000,000) Dollars, all Net Revenues will be allocated to the Prize Reserve until said contributions together with similar contributions from the other participating halls bring the fund balance up to \$3,000,000. As used herein, "Net Revenues" means the Gross Revenues collected during such time period which remain after allocating 70% to Prize Allocation funds and disbursing to GAMMA,

* The above notwithstanding, the percentage of Gross Revenues to be allocated for prizes will be reduced by the amount, not to exceed five (5%) percent of Gross Revenues, needed to pay any federal taxes or fees levied on the Games and Bingo Management's hall, if any.

** The percentage of Gross Revenues to be paid to GAMMA shall cover all of GAMMA's Game-related expenses (not to include any applicable federal taxes or fees levied on the Games at Bingo Management's hall) as well as GAMMA's fee for the equipment, goods and services provided by it in connection with the Games.

an amount equal to five (5%) percent of such Gross Revenues for operating cash during the startup period. At the end of the term of this Agreement, Bingo Management and GAMMA shall each receive their prorata shares of the total net amount contributed to the Prize Reserve.

C. The parties agree that GAMMA shall be responsible for collecting all Gross Revenues and making all allocations and disbursements from Gross Revenues (including the Prize Allocation and prize payments) provided for in this Paragraph V. The amounts due Bingo Management and GAMMA under subparagraphs A. and B. above, and any interest earned on their prorata portions of all contributions to the Prize Reserve, for any given calendar month shall be disbursed to them no later than the twentieth (20th) day of the following month.

D. GAMMA agrees to establish an escrow account under the control of a mutually-acceptable, disinterested third-party acting as escrow agent, into which account shall be deposited Bingo Management's portion of the revenues derived from the operation of the Games and from which account shall be disbursed Bingo Management's portion of the Games revenues.

E. GAMMA agrees to engage the services of a mutually acceptable certified public accountant to perform an annual independent audit of all sales, revenues, expenditures and procedures used in the operation of the Games.

F. GAMMA agrees to maintain its books of account and to prepare its financial statements in accordance with generally accepted accounting principles.

G. GAMMA agrees that Bingo Management and the Tribe shall have the right to inspect GAMMA's books at all reasonable times, and that Bingo Management and the Tribe may obtain an independent audit of GAMMA's accounts, at Bingo Management's and/or the Tribe's expense.

VI. Miscellaneous

A. Arbitration of Disputes

In the event that any dispute arises as to the interpretation, meaning or performance of any clause of the Agreement, it shall be decided by binding arbitration in accordance with the rules of the American Arbitration Association. Any fees and expenses of such arbitration shall be born equally by the parties hereto.

B. Certifications

1. GAMMA and Bingo Management certify that no payments have been made nor will be made to any elected Tribal government member or to his or her relatives for the purpose of obtaining this Agreement. (Relative is defined as "an individual who is related to an elected member of the tribal government as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousins, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister").

2. GAMMA and Bingo Management certify that no party in interest is an elected member of the Tribal government or a relative of an elected member of the Tribal government.

3. GAMMA and Bingo Management certify that no elected member of the Tribal government or relative in the immediate household shall or may be an employee of GAMMA.

C. Confidentiality

Bingo Management agrees to maintain in confidence and not to disclose to any third party any information regarding the operation of the

Games, any confidential ideas, methods, data developments, inventions or other information regarding the Games, without the express approval of a duly authorized officer of GAMMA.

D. Compliance with Law

The parties agree in the performance of their duties hereunder to comply with all laws of any kind, nature and description whatsoever

E. During the term of the Agreement (including extensions and renewals) and for one (1) year thereafter, Bingo Management agrees not to operate games, or perform or provide services for any tribe or management company, of the same or similar nature as those to be provided by GAMMA under this Agreement. Further, if Bingo Management desires to conduct any other satellite games for which GAMMA does not wish to provide technical services, Bingo Management will be free to contract with other parties for such technical services, subject to GAMMA's right of first refusal.

F. This contract shall not be assignable by either party without the written consent of the other party, except that this contract is assignable by GAMMA without express approval of Bingo Management to any successor in interest to the business of GAMMA.

G. GAMMA and Bingo Management agree to provide and accept the assistance of each other in accomplishing those duties set forth in II. H.

H. Bingo Management certifies that it has a valid bingo ordinance and that the Games will be conducted in accordance with such ordinances, and shall not tax the operation of the Games.

I. GAMMA agrees to not unduly interfere with, or attempt to influence internal Tribal affairs or decisions for its gain or advantage.

J. A GAMMA legal representative shall provide the Tribe with an opinion that the Games offered and the implementation of the Games do not violate federal or state laws.

VII. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersedes and cancels all prior oral and written agreements. This Agreement may not be altered or modified except in writing, signed by both parties. No waiver by either party of any breach of any provisions or condition of this Agreement shall be deemed a waiver of any other breach of such provision or any similar provision or condition of this Agreement. This Agreement has been made and shall be interpreted in any court of competent jurisdiction and with applicable federal law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officers who have affixed their signatures as of the day and date first above written.

GAMMA INTERNATIONAL, LTD.

THE ONEIDA TRIBE OF INDIANS OF WI

BY:

Jim Holmes

BY:

Purell Powers