



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge. After the colonists had consistently refused to aid them

# Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



UGWA DEMOLUM YATEHE  
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the Colony of Pennsylvania, a new nation, the United States, was made possible


## RESOLUTION # 5-19-89-F

- 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 Tribe contracted on September 9, 1988, with GAMMA International, Ltd., to provide services related to the transmission of a live bingo game via satellite which is interconnected with other Indian tribes to conduct the same game simultaneously, and
- WHEREAS, the game known as MILLION DOLLAR MEGA BINGO has benefitted the Oneida Tribe and which the Oneida Tribe will continue to conduct pursuant to its duly enacted laws, and
- WHEREAS, GAMMA has requested the execution of a standardized contract entitled "Integrated Gaming Services Agreement", a copy of which is here attached, to facilitate necessary review and approvals of the United States Department of the Interior, B.I.A. and the National Indian Gaming Commission pursuant to the Indian Gaming Regulatory Act of 1988, (P.L. 100-497), and
- WHEREAS, the terms of the Integrated Gaming Services Agreement includes all terms protective of the Oneida Tribe, its sovereignty, its resources which were included into the present existing contract, and
- WHEREAS, the Oneida Business Committee is authorized to conduct the business of the Oneida Tribe and enter into agreements that will benefit the Oneida Tribe pursuant to the Oneida Constitution, Article IV, Section 1, as amended, and
- WHEREAS, it is the desire of the Oneida Tribe to assist GAMMA in expediting approval of the Integrated Gaming Services Agreement.

NOW, THEREFORE BE IT RESOLVED: that the Oneida Business Committee empowered by the Oneida Constitution and the Oneida General Tribal Council, hereby agrees and contracts, pursuant to the terms and provisions of the attached Integrated Gaming Services Agreement, with the GAMMA Corporation to conduct live satellite bingo on the Oneida Indian Reservation under the laws of the Oneida Tribe and consistent with the Indian Gaming Regulatory Act of 1988 (P.L. 100-497)

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 constitutes a quorum. 7 members were present at a meeting duly called, noticed and held on the 19th day of May 1989; that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for; 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
\_\_\_\_\_  
Anelia Cornelius, Tribal Secretary  
Oneida Tribe of Indians of Wisconsin


TRIBAL ATTORNEYS  
GERALD L. HILL  
SHARON HOUSE CORNELIUS  
JO A. SWAMP

# ONEIDA TRIBAL LAW OFFICE

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## MEMORANDUM

PURCELL POWLESS, TRIBAL CHAIRMAN  
ONEIDA BUSINESS COMMITTEE

FROM: JERRY L. HILL, TRIBAL ATTORNEY 

DATE: MAY 17, 1989

GAMMA INTEGRATED GAMING SERVICES AGREEMENT

I have reviewed and incorporated the terms of the Oneida Tribe's present contract with GAMMA into the above Integrated Gaming Services Agreement. The reason for the change of the form of the agreement is to expedite approval of GAMMA's agreements with all participating tribes by uniformity.

The protections negotiated in the first agreement are here included and there are no material changes to any substantive terms. This is not a renegotiated agreement.

JLH:tjh

## INTEGRATED GAMING SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1989, by and between the Oneida Tribe of Indians of Wisconsin on behalf of the Oneida Bingo Enterprise which operated the bingo operations on behalf of the Oneida Tribe of Indians of Wisconsin (the "Tribe") and Gamma International, Ltd., a Delaware corporation with a principal place of business at 5215 North O'Connor Boulevard, Suite 530, Irving, Texas 75039 ("Gamma").

### BACKGROUND

The Tribe conducts various games at the Oneida Bingo gaming facility located at Oneida, Wisconsin (the "Hall").

Gamma is in the business of providing technical, financial and other services required for the conduct of "Integrated Games", hereby defined as lawful games played simultaneously in a number of gaming facilities located on "Indian lands" (as such term is defined in the Indian Gaming Regulatory Act, Public Law 100-497, the "Act") utilizing electronically interconnecting and merging play and integrated revenue and prize pools.

The parties to this Agreement desire that the Tribe engage in and conduct, and that Gamma provide technical and other integration services to the Tribe in support of, Integrated Games at the Hall.

The parties understand and agree that the Integrated Games to be conducted at the Hall under and in connection with this Agreement (the "Games") initially shall be a series of high-stakes bingo games (described in the Game Parameters provided for in this Agreement) and shall thereafter include such other Integrated Games as may be selected from time to time in accordance with the terms of this Agreement which are legally conductable under applicable law including the Act.

Now, therefore, in consideration of the mutual promises and covenants of the parties contained in this Agreement, the parties hereto agree as follows:

### TERMS AND CONDITIONS

#### 1. Term and Termination

##### 1 Base Term.

(i) 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 1. 1.3.

(ii) 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.

(iii) In the event that Bingo Management is not the Tribe, but rather an organization conducting bingo operations of 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 the 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 the Agreement were for a term of three (3) years.

1.2 Extensions. Any extension beyond the base term of this Agreement other than those automatic extension described in paragraph 1. 1.3 below shall be on such terms and conditions as may be mutually agreed upon by the parties.

1.3. Termination. Other than as provided in this paragraph 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.

(i) 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.

(ii) 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.

## 2. Duties of Gamma

### 2.1 Game Procedures.

2.1.1 Establishment. To ensure the technical quality, game uniformity, efficient coordination and operational flexibility required for continued successful operation of the Games the parties agree that, except for the Game Accounting Procedures provided for in Section 4.1 hereof, Gamma shall be solely responsible for proposing, establishing and modifying from time to time the arrangements, systems, rules and procedures defining and used in the operation of the Games. The Game Procedures in all cases shall be consistent with the provisions of this Agreement.

2.1.2 Consultation with Committees. As more fully set forth in Article 5 hereof, certain committees have been and may be established to provide for the mutual communication, cooperation and coordination between Gamma and the "Participants" (each Participant being defined as the party or parties associated with a participating hall who have contracted with Gamma to conduct the Games at that hall) required for the successful conduct of the Games, including an active role for the Participants in the establishment and modification of Game Procedures. Gamma will attempt to attend all meetings of the committees and, to the extent practicable, will in good faith consult with and give all due consideration to the concerns, desires and advice of the committees before proposing or implementing new or materially modified Game Procedures.

2.1.3 Approval by Committees. (a) No later than May 15, 1989, Gamma will formally submit the "Game Parameters" (defined as the Game Procedures which establish and define the prize structure, game rules and other parameters defining the Games to be conducted) which by then have been adopted by Gamma, and thereafter Gamma will submit any proposed material modifications of the Game Parameters, to the Operations Committee (defined in Article 5 hereof) for its approval thereof, which approval shall not be unreasonably withheld.

(b) No later than May 15, 1989, Gamma will formally submit the "Financial Procedures" (defined as the Game Procedures which establish and define the Cash Management System defined in Section 4.2 hereof and the methods used to provide the protection against prize duplication and the guaranty of payment of prizes won referred to in Section 2.5 and 2.6 hereof) which by then material modification of the Financial Procedures, to the Audit Committee (defined in Article 5 hereof) for its approval thereof, which approval shall not be unreasonably withheld.

(c) Any existing, new or modified Game Parameter or Financial Procedure submitted to the proper committee as aforesaid shall be deemed approved by such committee unless expressly disapproved in writing by such committee within seven (7) business days after submission by Gamma. Once approved or

disapproved by the proper committee (or, in the event of emergency, at such earlier time as Gamma in good faith shall deem necessary in the circumstances), any such existing Game Parameter or Financial Procedure may be reaffirmed by Gamma and any such new or materially modified Game Parameter or Financial Procedure may be adopted by Gamma, in which event the Tribe shall have the termination rights set forth in Section 2.1.4 hereof if such Game Parameter or Financial Procedure has been disapproved by the proper committee in accordance with the provisions of this Section 2.1.3.

2.1.4 Access, Notification and Termination Rights.

Upon request the Tribe shall have access to and may copy during normal business hours all Game Procedures other than those portions which must be kept confidential for game security or integrity reasons. Within five (5) business Days after the execution of this Agreement, Gamma shall provide to the Tribe a written summary of the major provisions of the Game Parameters and Financial Procedures by then adopted and notice of any committee disapproval thereof. Further, Gamma shall promptly provide to the Tribe a written summary of all new or materially modified Game Parameters and Financial Procedures thereafter adopted and notice of any committee disapproval thereof. The Tribe shall have the right to terminate this Agreement by written notice sent to Gamma no later than seven (7) business days after the aforesaid initial reaffirmation of any existing Game Parameter or Financial Procedure or the adoption of any new or materially modified Game Parameter or Financial Procedure (or, if later, seven (7) business days after initial notification to the Tribe of such initial reaffirmation or adoption) if such Game Parameter or Financial Procedure has been disapproved by the proper committee in accordance with the provisions of Section 2.1.3 above.

2.2 Equipment, Materials, Supplies and Personnel. Except as otherwise provided in this Agreement, Gamma shall design and procure or otherwise provide repair and maintain in good condition at its sole expense all hardware, software, equipment, materials and supplies and shall provide the qualified personnel necessary to operate the Games including but not limited to those required to accomplish the tasks ascribed to Gamma in Section 7.1 hereof. Except as may be otherwise agreed in writing, Gamma shall retain title to said hardware, software, equipment and unexpended supplies (and shall be permitted reasonable access thereto to remove the same from the Tribe's lands at the end of the Term) except that, unless this Agreement is terminated prior to expiration of the initial five years of the Term, at the end of the Term title to any satellite receiving electronics and dishes and drawing monitoring equipment then being utilized in the Games at the Hall shall be transferred without cost to the Tribe.

2.3 Support. In its sole discretion, Gamma may procure such technical, marketing and other 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 it may deem necessary, including but not limited background investigations, to ensure the security and integrity of the Games. Gamma shall provide the Tribe with the names and addresses of the principals of all subcontracted support groups and any other information required for any review or approval thereof mandated by applicable federal law.

2.4 Marketing. Gamma shall conduct such market analyses and research and place such paid advertising and promotions (in addition to the efforts to be made by the Tribe under Section 3.4 hereof) as Gamma, in its sole discretion, deems necessary or advisable. Gamma's general advertising and promotional plans shall be submitted for approval by the Marketing Committee, which approval shall not be unreasonably withheld, and the same shall be deemed approved by the committee unless expressly disapproved in writing by the committee within seven (7) business days after submission by Gamma.

2.5 Protection Against Prize Duplication. Gamma shall provide reasonable commercially available errors and omissions insurance coverage or other suitable protection against the possibility of duplication of prize liabilities due to the malfunction of equipment and/or actions of personnel provided by Gamma and its subcontractors.

2.6 Guaranty of Prizes. Gamma shall guaranty the payment of prizes of won in the Games by letters of credit, performance bonds, escrowed funds, insurance and/or other guarantees. The Tribe shall not advertise any prize which has not been established by Gamma under Section 2.1 hereof.

2.7 Licenses and Approvals. Gamma shall obtain any licenses and approvals required for the operation of the Games under applicable law and shall commencement of the Games at the Hall.

2.8 Environmental Assessment. Gamma shall be responsible at its own expense to obtain any environmental assessments or studies required by federal law in connection with this Agreement.

### 3. Duties of the Tribe

3.1 Space. The Tribe shall provide to Gamma sufficient secure space in the Hall for Gamma to accomplish the following: (i) sell Game cards and tickets for each Game from up to four (4) hours prior to the commencement of each session of the Games and to perform necessary accounting activities up to one (1) hour after the close of each session of the Games, (ii) store up to one hundred thousand (100,000) Game cards or tickets and (iii) store and use such equipment (including but not limited to computers, cameras and telecasting, reception and monitoring devices) as Gamma deems necessary to the conduct of the Games at the Hall.



3.2 Time Allocation. Except as may otherwise be mutually agreed in writing by the parties hereto and absention technical difficulties on the part of Gamma, the Games will be conducted at the Hall in the time slot (not to exceed 30 minutes in duration without the consent of the Tribe) established from time to time by Gamma during each day the Hall is open for gaming business during said time slot.

3.3 Access. The Tribe shall allow Gamma reasonable access to its property for purposes of installing, operating and maintaining any and all Game equipment.

3.4 Advertising and Promotion. The Tribe shall provide such advertising and promotion of the Games as it deems, in its sole discretion, to be required to stimulate optimal player participation in the Games at the Hall, and the Tribe will cooperate with Gamma's advertising and promotional efforts.

3.5 Cooperation. The Tribe will cooperate in good faith with any effort by Gamma to obtain any environmental assessments or studies and any licenses or approvals deemed by Gamma to be necessary or desirable respecting this Agreement or the conduct of the Games hereunder including, but not limited to, approval of this Agreement by the Bureau of Indian Affairs ("BIA") and/or the National Indian Gaming Commission (the "Commission").

3.6 Data. Upon the request of Gamma made from time to time, the Tribe will provide Gamma with such information and data as the Tribe shall then possess regarding bingo and other games conducted on Indian lands and possible markets for the Games, which information and data shall be protected regarding disclosure under the provisions of Section 6.2 hereof. The Tribe shall also make available to Gamma the Hall and its customers in order to facilitate the conduct of any marketing research to be conducted by Gamma under Section 2.4 hereof.

3.7 Personnel. The Tribe shall provide such personnel to sell Game cards or tickets at the Hall as are called for by the Game Accounting Procedures established under Section 4.1 hereof

#### 4. Financial Matters

4.1 Game Accounting Procedures. No later than one week before the scheduled commencement of the Games at the Hall, Gamma and the Tribe shall agree upon specific written procedures ("Game Accounting Procedures") to be followed by the parties hereto regarding the sale of Game cards or tickets at the hall and the handling of the revenues derived from such sales (the "Hall Revenues") including, without limitation:

(i) the allocation and distribution of Game cards or tickets to Gamma and/or the Tribe for sale to the players at the Hall,

(ii) the sale of Game cards or tickets to the players and collection of the purchase price from the players,

(iii) the return to Gamma and deallocation of those Game cards or tickets which have been allocated for sale but have not been sold prior to the start of each Game session,

(iv) the reconciliation of the cash receipts collected by each party hereto with the receipts to be expected from the sale by such party of the Game cards or tickets allocated and not deallocated to such party. Any shortage in receipts collected by a party hereto shall be deemed a part of the Hall Revenues collected by such party and shall be provided by such party in cash for deposit under (v) immediately below, and

(v) the local deposit no later than the next banking day in immediately available funds of said Hall Revenues less any amounts to be deducted therefrom (for immediate payment of prizes or otherwise) prior to deposit in accordance with the terms of this Agreement and the Game Procedures.

The Hall Procedures in all cases shall be consistent with the terms of this Agreement and the Game Procedures and may be amended from time to time by the mutual written agreement of the parties hereto.

4.2 Cash Management System. Gamma shall be solely responsible for the allocation, disbursement and distribution in conformity with the provisions of this Agreement of all Hall Revenues which are locally deposited in accordance with Section 4.1(v) above. All such deposited Hall Revenues shall be transferred promptly and directly to an account or accounts under the control of a bank, trust company or similar disinterested organization (the "Agent") which will hold, allocate, disburse and distribute said funds as aforesaid under an escrow agreement or similar arrangement with Gamma (the "Cash Management System") adequate to safeguard such deposited Hall Revenues. Gamma has established and from time to time may modify the Cash Management System (with the same or a different Agent). Such existing Cash Management System and any material modification thereof shall be submitted to the Audit Committee for approval in accordance with Section 2.1.3 hereof.

4.3 Prize Allocation. Seventy (70%) percent of the Hall Revenues shall be allocated to an account (said portion of the Hall Revenues and said account hereinafter referred to as the "Prize Allocation") for the payment of (i) the prizes won in the Games, (ii) any out-of-pocket cost or expense incurred by Gamma in connection with guarantying the payment of said prizes, (iii) the Agent's fee and (iv) any governmental taxes, fees or charges (other than income taxes) directly or indirectly incurred by the parties hereto arising out of or in connection with the conduct of the Games at the Hall.

4.4 Compensation. The Tribe shall be entitled to a fee (the "Tribe's Fee"), each fee being equal to fifteen (15%) percent of the Hall Revenues. Subject to the Prize Reserve provisions of Section 4.5(b) below, the Tribe's Fee respecting any given Game

session shall be paid to or retained by the Tribe at the close of said session.

4.5 Prize Reserve. (a) the Cash Management System shall include a separate account for each of Gamma, the Tribe and other Participants (said accounts collectively referred to as the "Prize Reserve") which shall be held in reserve to amke loans to the Prize Allocation as needed in order to pay prizes won in the Games in the event that the amount in the Prize Allocation is insufficient for such purpose. All such loans shall be made from the individual accounts comprising the Prize Reserve pro rata to their respective balances and, when the funds therefore are available, shall be repaid by the Prize Allocation to the individual Prize Reserve accounts pro rata to the respective amounts loaned by them.

(b) Commencing at the initiation of the Games at the hall and continuing until the balance in the Prize Reserve first equals or exceeds One Million Five Hundred Thousand (\$1,500,000) Dollars, (i) the Tribe's Fee will be deposited in the Tribe's Prize Reserve account, (ii) a portion of Gamma's Fee equal to five (5%) percent of Hall Revenues will be paid to Gamma to assist funded and (iii) the remaining portion of Gamma's Fee will be deposited in Gamma's Prize Reserve account. The foregoing notwithstanding, Gamma shall be entitled to receive Gamma's Fee in full once the balance in Gamma's Prize Reserve account first equals or exceeds Six Hundred Thousand (\$600,000) Dollars. All interest accruing on the funds in the Tribe's and Gamma's Prize Reserve accounts during any calendar month shall be paid to the Tribe and Gamma, respectively, not later than the twentieth (20th) day of the following month unless a party entitled to such interest payment desires its interest to be retained in its Prize Reserve account.

(c) Once the Prize Rserve first equals or exceeds \$1,500,000, Gamma will from time to time establish an amount (which must be approved by the Audit Committee) deemed to be adequate as a reserve for the Prize Allocation (the "Minimum Reserve Amount"). At least quarterly, any excess of the Prize Reserve over the Minimum Reserve Amount will be returned to Gamma, the Tribe and such other Participants as have fulfilled their initial funding obligations to the Prize Reserve, out of their respective Prize Reserve accounts as follows. An amount will be returned to the holder of each such Prize Reserve account equal to the amount, if any, which such account balance exceeds the account holder's pro rata share of the Minimum Reserve Amount. For purposes of this Section 4.5(c) each such account holder's "pro rata share of the Minimum Reserve Amount" shall be pro rata to the portion of all revenues derived from the sale of Game cards or tickets at all participating halls during a standard recent time interval (established from time to time by Gamma with the approval of the Audit Committee) represented by all revenues derived from the sale of Game cards or tickets at said account holder's hall during said time interval.

(d) Further, any remaining balance in each Prize Reserve account will be returned to its account holder at the end of the Term or the earlier final termination of the Cash Management System, and thereafter each such account holder shall be entitled to directly receive any sums which, but for such termination, would be due and payable to the account holder's Prize Reserve account with respect to any loans from said account to the Prize Allocation which were outstanding at the time of said termination.

#### 4.5 Protective Provisions.

(a) Each banking day a copy of a writing signed by a representative of the Agent will provide to the Tribe prior to the beginning of that day's Game setting forth whether or not the funds available for the payment of Game prizes in the Cash Management System or draftable by the Agent on one banking day's notice under letters of credit acceptable to the Agent ("Total Available Reserves") are at least equal to all accrued and unpaid prize liabilities plus the cost of all prizes which may be won in said upcoming Game session (the "Total Potential Liability") and the amount, if any, by which Total Available Reserves exceed the information to the Tribe in writing prior to the beginning of that day's Game. The Tribe may decline, without penalty, to conduct the Games on any day when Total Available Reserves are not at least equal to the Total Potential Liability. Further, no Game will be conducted on any day when Total Available Reserves plus any other funds reserved by Gamma to pay Game prizes total less than the Total Potential Liability.

(b) Other than to correct any previous erroneous allocation of funds, in no event shall any portion of the balance in Gamma's Prize Reserve account be returned to Gamma Except pursuant to Section 4.5 (c) or (d) above.

(c) Other than to correct any previous erroneous allocation of funds or to reimburse Gamma for any payments or loans made by it to satisfy prizes won in the Games, in no event shall any of the Prize Allocation funds be distributed to Gamma except any distribution to Gamma in an amount equal to the total amount similarly distributed from the Prize Allocation to the then existing Participants (including the Tribe) pro rata to the cumulative revenues derived from the sale of Game cards or tickets at their respective halls as of the date of said distribution. The entire amount in the Prize Allocation (less any reserve for accrued and unpaid or contingent liabilities deemed prudent by Gamma) shall be so distributed in the event of the final termination of the Cash Management System, and from time to time Gamma may in its sole discretion authorize such distribution of part or all of the amount in the Prize Allocation (less any reserve for accrued and unpaid or contingent liabilities deemed prudent by Gamma) if it determines that such distributed amounts are not required to adequately guaranty the payment of any prizes which may thereafter be won in the Games.

4.7 Accounting Methodology. All books of account and financial statements relating to the Cash Management System shall be prepared and maintained in accordance with generally accepted accounting principals.

4.8 Audits, Reports and Inspections. Appropriate officials of the Tribe shall be permitted access to the daily operations of the Games at the hall and shall have the right to verify Hall Revenues and the Tribe's Fee on a dialy basis. Gamma shall perform or provide for appropriate daily audits of all Hall Revenues and shall provide the Tribe with at least monthly statements showing the status of the Tribe's Prize Reserve account and any expenses paid with Hall Revenues or Cash Management System funds. Gamma shall engage the services of a nationally recognized certified public accounting firm acceptable to the Audit Committee to perform an annual independent audit of the Cash Management System and the funds flowing therethrough, the results of which audit shall be made available to the Tribe and the Audit Committee upon request. The Tribe and the Audit Committee each shall have the right to inspect the Cash Management System including all books of account at all reasonable times (including normal business hours), and Gamma shall permit the Tribe and the Audit Committee to conduct, at their own respective expense, such further independent audits of said system and books as they may desire.

## 5. Committees

5.1 Existing Committees. The following committees, each consisting of one Gamma representative who chairs the committee and Participant representatives, have been constituted by Gamma and the Participants to provide the mutual communication, cooperation and coordination required for the conduct of the Games:

(i) the "Audit Committee", comprised of a Gamma representative and Participants;

(ii) the "Legal Committee", comprised of a Gamma representative and Participants;

(iii) the "Marketing Committee", comprised of a Gamma representative and Participants; and

(iv) the "Operations Committee", comprised of a Gamma representative and Participants.

5.2 Functions. In addition to the specific approval functions set forth in this Agreement, the committees shall provide oversight of and shall advise Gamma concerning the following aspects of the Games and related operations:

i Audit Committee - financial and audit matters;

(ii) Legal Committee - legal matters;

(iii) Marketing Committee - marketing, advertising and public relations matters; and

(iv) Operations Committee - operational matters

5.3 Annual Meetings. (a) No later than July 1, 1989, and annually thereafter, a meeting will be called by Gamma upon not less than ten (10) days written notice to which Gamma and each Participant shall be invited and entitled to send one voting delegate for the following purposes:

(i) constituting and defining the roles of such additional committees as may be desired provided that such additional committees shall be advisory only except to the extent any approval functions under this Agreement of the committees listed in Section 5.2 above are expressly transferred thereto,

(ii) reconstituting, redefining or eliminating existing committees provided that all approval functions under this Agreement of the committees listed in Section 5.2 above are retained by the remaining committees, and

(iii) the Oneida Tribe reserves the right to participate and vote on all committees under this agreement or hereafter created.

(b) The presence, in person or by written and signed proxy, of voting delegates representing at least one-third of the Participants shall constitute a quorum for the transaction of business at the meeting. The affirmative vote of a majority of those delegates present in person or by proxy and voting, a quorum being present and each delegate being entitled to cast one vote, shall be sufficient to take action on matters properly brought before the meeting except that (i) the Gamma delegate shall not vote for Participants and (ii) the Participant delegates shall not vote for Gamma representatives.

(c) Each committee shall have as its members one Gamma representative who shall chair the committee and such Participants as shall have been established at such annual delegate meetings and shall operate in accordance with such rules and procedures as are voted by the delegates at such aforesaid annual meetings or, in the absence of such votes, as decided by the members of said committee, all provided that with respect to each committee: (i) the presence in person (or by telephonic or other means whereby each member of the committee can hear all other members of the committee) of a majority of the committee members shall constitute a quorum for the transaction of business at any meeting of the committee, (ii) the committee shall take action only at a meeting thereof or by unanimous written consent of all committee members and (iii) the affirmative vote of a majority of those committee members present in person (or telephonically or otherwise as aforesaid) at the meeting, a quorum being present, shall be sufficient to take action on matters properly brought before the meeting.

(d) The failure of any committees to remain active or to act in accordance with established rules and procedures shall neither be grounds for termination of this Agreement nor prevent Gamma from taking actions which by the terms of this Agreement must be submitted to such committees for approval.

## 6. Miscellaneous Matters

6.1 Liability for Non-Performance. In the event of failure by one party to perform its obligations hereunder other than for reasons excused under Paragraph 1. 1.3 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.

6.2 Disputes. Any dispute between the parties hereto regarding the interpretation, performance, breach or enforcement of this Agreement shall be submitted to and resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award, determination, order or relief, whether in law or equity or otherwise, resulting from such arbitration shall be binding on the parties any may be entered in an enforced by any court having jurisdiction thereof provided that ny money judgment or award against the Tribe or any officer or member thereof shall be payable only out of Hall Revenues or the proceeds thereof, and the Tribe waives its sovereign immunity only to the extent required to give effect to the provisions of this Section 6.2.

6.3 Confidentiality. Except as otherwise required by law, the Tribe agrees to forever maintain in confidence and never to disclose to any third party any financial information, confidential ideas and plans, methods, data, developments, inventions or proprietary information regarding Gamma, the Games or the operation thereof obtained under or in connection with this Agreement without the express written approval of a duly authorized officer of Gamma. Except as otherwise required by law, Gamma agrees to forever maintain in confidence and never disclose to any third party any information or data provided by the Tribe under Section 3.6 hereof or any financial or other proprietary information regarding the Tribe or its operations obtained under or in connection with this Agreement without the express written approval of a duly authorized officer of the Tribe except disclosures to other Participants, the Agent and others as necessary or convenient to the operation of the Games in accordance with the provisions of this Agreement or the raising of funds therefor.

6.4 Exclusivity. During the Term and, unless this Agreement is terminated pursuant to Section 1.2 (i) or (ii) or terminated by the Tribe pursuant to Section 1.2(iii) hereof, for one (1) year thereafter, the Tribe shall not conduct or assist in the conducting of any Integrated Games except in conjunction with Gamma under this Agreement or an agreement hereafter entered into with Gamma.

6.5 Certifications. (a) Each party hereto certifies that no payments have been made or will be made to any elected member of the Tribe's government or to any relatives thereof for the purpose of obtaining or maintaining this Agreement or any privilege for Gamma. For purposes of this Agreement, a "relative" is an individual who is related as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, 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.

(b) Each party hereto certifies 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 government of the Tribe or a relative thereof. Each party hereto shall require any party in interest who is elected to the government of the Tribe or relative thereof to divest himself or herself of his or her interest in this Agreement.

(c) Each party hereto certifies that no elected member of the government of the Tribe or relative in the immediate household thereof shall or may be an employee of any party hereto other than an employee of the Tribe not associated with the operation of the Games.

(d) The Tribe certifies that it has valid bingo ordinance, and that the conduct of the Games at the Hall in conformity with the provisions of this Agreement will be duly authorized in accordance with such ordinance, as the same may be amended, and all other applicable Tribal law and rules. Each party hereto certifies that its actions under and in connection with this Agreement shall be in conformity with all applicable tribal and other law.

(e) The Tribe certifies that attached to this Agreement is a tribal resolution setting forth the scope of authority of the official(s) of the Tribe who have signed this Agreement on behalf of the Tribe and identifying the provision(s) of the organic document of the Tribe which authorizes this Agreement.

(f) The Tribe certifies that it shall not tax in any form the Games, the operation thereof or Gamma's participation therein.

(g) Gamma certifies that it will not interfere with or attempt to influence, the internal affairs or governmental decisions of the Tribe.

(h) Gamma, which shall be responsible for employment and personnel matters respecting its employees, certifies that it will seek, to the extent practicable, to employ members of the Tribe or other persons of Indian ancestry when recruiting persons to assist in the operation of the Games at the Hall.



6.6 Assignment. This Agreement shall not be assignable, in whole or in part, without the express written consent of all parties hereto. Any assignment of or subcontract under this Agreement shall not be valid unless approved by BIA, the Commission and/or other governmental agencies if and for so long as such approval is required under applicable law.

6.7 Entire Agreement, etc. This Agreement constitutes the entire agreement and understanding, and supercedes and cancels any and all prior oral or written agreements and understanding, of the parties hereto respecting the conduct of games at the Hall in conjunction with Gamma. This Agreement shall not be amendable in whole or in part except by a writing signed by the parties hereto. No waiver by any party hereto of any violation of any provision of this Agreement shall be effective unless given in a signed writing, nor shall any such waiver be deemed a waiver of any further violation of this Agreement unless expressly so stated in a signed writing. The Article and Section headings of this Agreement are for convenience of reference only, and shall not constitute any part of this Agreement. This Agreement has been made and shall be interpreted in accordance with the laws of the state within which the Indian lands upon which the Hall stands are located and applicable federal law.

6.8 Communications. (a) All submissions of matters by Gamma to committees for approval under the terms of this Agreement and all committee disapprovals of said matters shall be in writing, only. All other notices and other communications required or permitted pursuant to this Agreement initially may be made verbally or in writing provided that, if initially made verbally, the same shall be confirmed in writing within five (5) business days if the terms of this Agreement require the same to be made in writing. Each communication required or permitted under this Agreement shall be deemed to be made and effective only upon the actual or deemed receipt thereof as follows:

(i) respecting any Gamma communication to a committee (including submission of matters for the committee's approval), by the person and at the address designated by said committee for such purpose from time to time upon written notice to Gamma given in accordance with the provisions of this Section 6.8,

(ii) respecting committee communications to Gamma (including committee approvals and disapprovals), by the Gamma representative on said committee at the address designated by Gamma for such purpose from time to time upon written notice to the committee given in accordance with the provisions of this Section 6.8,

(iii) respecting Gamma communications to the Tribe, by \_\_\_\_\_ at the address of \_\_\_\_\_

or by such other person and/or at such other address designated by the Tribe for such purpose from time to time upon written

(iv) respecting Tribe communications to Gamma, by \_\_\_\_\_ at the Gamma address first above written or by such other person and/or at such other address designated by Gamma for such purpose from time to time upon written notice to the Tribe given in accordance with the provisions of this Section 6.8.

(b) Each communication required or permitted under this Agreement, if sent to the proper person and address as aforesaid, shall be deemed received by the intended recipient (i) on the day sent by telefax, telegram or telex, (ii) on the business day next following the day sent by next-business-day delivery courier service and (iii) on the third business day next following the day sent by first class U.S. Mail.

## 7. Special Provisions

Any foregoing provisions of this Agreement to the contrary notwithstanding, the following provision(s) shall apply:

7.1 To Be Provided by Gamma. The hardware, software, equipment, materials and supplies and personnel to be supplied by Gamma under Section 2.2 of this Agreement shall include those required to accomplish the following tasks with respect to the conduct of the Games at the Hall:

i produce unique Game cards or tickets,

(ii) sell that portion of the Game cards or tickets which, in accordance with the provisions of the Game Accounting Procedures established under Section 4.1 of this Agreement, are to be sold by Gamma,

(iii) perform registration and accounting of Game cards or tickets sold,

(v) record, transmit, receive and display (via satellite, cable or other means) the Game drawings to the Hall and the other participating halls and

(vi) transmit, monitor and record any data necessary to the conduct of the Games.

7.2 Certain Gamma Responsibilities. (a) Gamma shall provide at least one full-time employee at the hall to assist in the operation of the Games who shall be subject to the Tribe's approval, which approval shall not be unreasonably withheld and shall be granted or denied within seven (7) days after such approval is requested.

(b) Gamma will train one employee of the Tribe acceptable to both parties hereto in the operation of the Games at the Hall.

7.3 Option to Purchase Certain Equipment. If, prior to the expiration of the initial five years and any extension of the Term, this Agreement is terminated pursuant to Section 1.2 or 7.4 hereof (other than any termination by Gamma under clause (iii) or (v) of Section 1.2), the Tribe shall have the option (provided that written notice of the Tribe's decision to exercise such option is given to Gamma within seven (7) business days after such termination) to purchase from Gamma for their reasonable fair value any satellite receiving electronics and dishes and drawing monitoring equipment which were being utilized in the Games at the Hall at the time of such termination.


7.4 Special Investigation and Termination Provision. Gamma shall promptly notify the Tribe of the names and addresses of all persons and/or entities who are directors, officers and/or five (5%) percent or greater owners of Gamma so that the Tribe 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 the Tribe requests his removal as a director, officer or five (5%) percent or greater owner of Gamma, then if such person or entity is not so removed within thirty (30) days after said request is made, either party hereto may terminate this Agreement upon written notice given no later than forty (40) days after said request is made.

7.5. No Waiver of Sovereign Immunity. The Tribe does not waive any of its sovereign immunity, and the standardized language in Section 6.2 hereof appearing to waive the Tribe's sovereign immunity is of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE TRIBE:

Oneida Tribe of Indians of WI

By  \_\_\_\_\_  
Title \_\_\_\_\_

GAMMA:

Gamma International, Ltd.

By \_\_\_\_\_  
Title \_\_\_\_\_