

Financial Projection: First five years of operation

Assumes Gross Revenues are 30% below Innovations' projection

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EBITDA	33,900,000	39,550,000	40,950,000	42,400,000	43,960,000
Interest Payment	10,400,000	8,700,000	6,700,000	4,400,000	1,800,000
Net <i>59. 2 1/2 VS 2 1/2 YCE</i>	23,500,000	30,850,000	34,250,000	38,020,000	42,160,000
Management fee	7,050,000	9,255,000	10,275,000	11,406,000	12,648,000
Enterprise share	16,450,000	21,595,000	23,975,000	26,140,000	29,512,000
Debt service - principal	12,950,000	14,700,000	16,725,000	19,007,500	21,600,000
Tribe's share, before extra fees	3,500,000	6,895,000	7,250,000	7,132,000	7,912,000
Drake Ventures (Roger Stone) fee ¹	590,000	770,000	860,000	950,000	1,050,000
	2,910,000	6,125,000	6,390,000	6,182,000	6,862,000
Yuba County PILT	800,000	1,000,000	1,400,000	2,200,000	3,400,000
Cash flow to Tribe ²	2,110,000	5,125,000	4,990,000	3,982,000	3,462,000

¹ Fee to be negotiated, but presumably Tribe will pay 1/2 of total fee of 5% of net

² Additional costs, such as fire/emergency medical services and possible new state licensing fees, should be expected

Financial Projection, first five years of operation

Assumes Gross Revenues meet Innovations' projection

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EBITDA	48,403,839	56,540,294	58,513,131	60,638,915	62,812,583
Interest payment	10,435,543	8,668,278	6,659,825	4,377,265	1,783,191
Net	37,968,296	47,872,016	51,853,306	56,261,650	61,029,392
Management fee	11,390,489	14,361,605	15,555,992	16,878,495	18,308,818
Enterprise share	26,577,807	33,510,411	36,297,314	39,383,155	42,720,574
Debt service - principal	12,949,278	14,716,543	16,724,996	19,007,556	21,601,630
Tribe's share, before extra fees	13,628,529	18,793,868	19,572,318	20,375,599	21,118,944
Drake Ventures (Roger Stone) fee ¹	925,000	1,200,000	1,300,000	1,400,000	1,525,000
	12,705,000	17,600,000	18,270,000	18,975,000	19,600,000
Yuba County PILT	800,000	1,000,000	1,400,000	2,200,000	3,400,000
Cash flow to Tribe²	11,905,000	16,600,000	16,870,000	16,775,000	16,200,000

¹ Fee to be negotiated, but presumably Tribe will pay ½ of total fee of 5% of net

² Additional costs, such as fire/emergency medical services and possible new state licensing fees, should be expected

EXPLANATION:**AMENDMENT NUMBER 1 TO MOA WITH YCE**

1. Explains that the \$50,000 referred to in section 2.4(b)(i) was not an advance to the Tribe, but was paid directly to Drake Enterprises (Roger Stone) as the Tribe's half of his retainer fee.
2. Increases the maximum that can be advanced to the Tribe for its legal and other expenses in the fee to trust process from \$75,000 to \$150,000. (Expenses have already exceeded \$75,000).
3. Clarifies that payments to AES and the political consultants are the Tribe's responsibility, and will become part of the Transition Loan.
4. Requires YCE to get the Tribe's written approval on all expenses that will become part of the Transition Loan and approves expenses paid to date.
Yuba City Entertainment
5. Commits YCE to pay any costs to indemnify Yuba County arising from the Indemnification Provision of the MOU.

Requested Action: Tribal Council approval to propose text of Amendment No. 1 to YCE and negotiate a final version.

(e) The Facility shall be designed and constructed so as to adequately protect the environment and public health and safety. The design, construction and maintenance of the Facility shall meet the building and safety codes of the TRIBE, as required pursuant to Section 6.4.2(b) of the Tribal-State compact.

* 2.4 Grants and Transition Loan to the TRIBE.

(a) Developer shall make the following grants to the TRIBE:

(i) A grant of Twenty-Five Thousand Dollars (\$25,000) upon execution by the parties of this Memorandum of Agreement ("Execution Date");

(ii) A grant of Fifty Thousand Dollars (\$50,000) upon final approval by all applicable Governmental Authorities of the Land to Trust Application; and

(iii) A grant of One Hundred Seventy-Five Thousand Dollars (\$175,000) upon final approval by NIGC of both this Memorandum of Agreement and the Tribal-State Compact.

The grants set forth above shall constitute payments from Developer to the TRIBE as consideration for this Memorandum of Agreement and shall not be subject to repayment.

(b) Developer shall make the following advances to the TRIBE which shall constitute the principal amount of the Transition Loan:

* (i) On the Execution Date, an advance in the amount of Fifty Thousand Dollars (\$50,000) to assist the TRIBE with pre-development consulting expenses;

(ii) Following the Execution Date, advances for actual costs of architectural services covered by the Design Agreement, such advances to be made monthly upon receipt by Developer of ordinary and necessary documentation supporting such costs, and such advances to cease upon the closing of the Facility Loan;

(iii) Following the Execution Date, advances for actual costs incurred by the Tribe to prepare, file and prosecute the Land to Trust Application, not to exceed Seventy-Five Thousand Dollars (\$75,000), such advances to be made monthly upon receipt by Developer from the TRIBE, of ordinary and necessary documentation supporting such costs;

(iv) Upon final approval by all applicable Governmental Authorities of the Land to Trust Application, advances in the amount of Ten Thousand Dollars (\$10,000) per month to assist the TRIBE with the establishment and operation of the Tribal Gaming Commission, such monthly advances to continue until the Commencement Date; and

MSN Hotmail - Message

Page 1 of 2



Hotmail Today Mail Calendar Contacts

rdwilson1960@msn.com

Free Newsletters

Reply Reply All Forward Delete Block Junk Put in Folder Print View Save Address

From: James Cohen <jimcohen@calindian.org>
Reply-To: <jimcohen@calindian.org>
Sent: Tuesday, May 13, 2003 2:38 PM
To: "Robert Edwards" <oldhaybag2@aol.com>, "Enterprise Rancheria" <eranch@sboglobal.net>, "Frank Watson" <sueht@cncnet.com>, "Glenda Nelson" <gnelson@Pioneer.bcne.butte.k12.ca.us>, "Lisa Angle" <langle4@excite.com>, "Rick Wilson" <rdwilson1960@msn.com>, "Clifford Angle" <clangle@earthlink.net>
CC: "Gary Montana" <lakota@brwest.net>
Subject: Economic Development

Dear Council members:

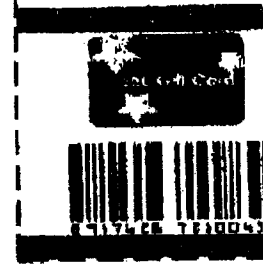
In lieu of a full update memo (since this is a slow time while we wait for our legislation and/or the Compact negotiations), I wanted to get you this brief update before tonight's meeting:

- 1. Our Washington lobbyist, Bill Brack, sent a proposed retainer agreement to me. I have some concerns with it, and we're trying to schedule time to talk on Thursday to hammer this out. That should be done in time for the next Council meeting. There's been no movement on the legislative front since his meeting with Sen. Campbell. Our next task is to work on the language of our bill some more.
2. Gaming Ordinance: we need to set a date for me to come up and work with Council on the ordinance the Tribe needs to put in place and send off to DC for approval and publication in the Federal Register. Next week is pretty booked for me and then I'll be on vacation for two weeks, back June 9th. I can come to Oroville on Tuesday, June 10th, or the following week Monday, Tuesday or Wednesday (the 16th thru 18th) or pretty much any day the week of June 23rd. I don't see any reason why we would need to have this meeting sooner than those dates. If Council can choose one of those, please let me know.
3. The race and meeting with Jerry Foraythe are over June 13-15 in Laguna Seca. Alan and I have exchanged messages. He wanted to be sure Council understood his invitation was only to provide tickets, and that YCE isn't offering to pay for travel or accommodations. I sure hadn't understood that from our meeting with him. Council should think about how they want to respond to that.
4. I'm working on collecting invoices for Council approval, but I don't have all of them yet. I believe this can wait until your next meeting, and I should have a bunch that I can get to you beforehand.



COUPON REDEEMABLE AT

- Walmart
Target
Best Buy
Home Depot



MSN Hotmail - Message

Page 2 of 2

5. The Environmental Assessment was reviewed at the Sacramento BIA. They proposed a bunch of minor changes and now Dave Zweig and his staff are going to work on them. This should take a couple of weeks and then we can send the EA to Washington.

If you have any questions, feel free to try me at the office or on my cell phone.

Thanks, Jim

James E. Cohen
Senior Staff Attorney
California Indian Legal Services

510.835.0284 ext. 310
510.835.8045 fax

jimcohen@calindian.org
<http://www.calindian.org>



◀ | ▼ | ✉ | personal | Inbox

© 2004 Microsoft Corporation. All rights reserved. TERMS OF USE Advertise TRUSTe Approved Privacy Statement GetNetWise Anti-