

# **Oneida Tribe of Indians of Wisconsin**

## **BUSINESS COMMITTEE**



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



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.

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**ONEIDA TRIBE OF INDIANS OF WISCONSIN,  
a Federally Recognized Indian  
Government and Treaty Tribe**

### **SPECIAL RESOLUTION NO. 10-23-02-A OF THE ONEIDA BUSINESS COMMITTEE**

**Approving Financial Services Engagement Letter and Development Agreement  
and Other Matters in Connection Therewith**

#### Recitals

WHEREAS, the Oneida Tribe of Indians of Wisconsin (the "Tribe") is a federally recognized Indian government and treaty tribe organized under the Tribe's Constitution and By-Laws (the "Constitution"), adopted on November 14, 1936, and approved by the Secretary of the Interior on December 21, 1936, by virtue of powers inherent in tribal sovereignty and those delegated by the United States of America; and

WHEREAS, the General Tribal Council of the Tribe is the governing body of the Tribe; and

WHEREAS, the Tribe has established, pursuant to its Constitution, a Business Committee made up of elected representatives who act in accordance with the Constitution and with the customs and tradition of the Tribe in furtherance of the day-to-day business of the Tribe; and

WHEREAS, the Tribe has delegated to the Business Committee the power to, among other things, manage all economic affairs and enterprises of the Tribe;

WHEREAS, by Special Resolution 9-25-02-A (Adoption of FY 03 Budget) the Business Committee adopted a budget for fiscal year 2003 which includes funding for a development of a casino, hotel and related resort enterprises in the State of New York (the "FY 03 Budget"); and

WHEREAS, the Tribe desires to acquire land in Ulster County and/or Sullivan County of the State of New York, to be held in trust for the Tribe (the "Land") and on which a casino, hotel and related resort facilities (the "Enterprise") will be constructed and operated;

WHEREAS, in order for the Tribe to construct and operate the Enterprise, the Tribe will need, among other things, to obtain a gaming compact with the State of New York or other applicable authority (the "Compact"), to obtain financing to plan, design, construct, equip and furnish the Enterprise (the "Financing"), and to retain professionals (including, but not limited to, architects, general contractors, designers, accountants and attorneys) to plan, design, construct, equip and furnish the Enterprise;

WHEREAS, Power Plant Entertainment New York, LLC, a Delaware limited liability company ("Developer") proposes to act as advisor and agent for the Tribe to assist the Tribe in identifying and acquiring the Land, obtaining the Compact, obtaining the Financing, identifying and retaining Professionals to plan, design, construct, equip and furnish the Enterprise, and in planning, designing, constructing, equipping and furnishing the Enterprise;

WHEREAS, the Developer has proposed to render the above-described services and other services related thereto under the terms of a Financial Services Engagement Letter (the "Financial Services Agreement") and a Development Agreement, each between the Tribe and the Developer (collectively, the "Documents");

WHEREAS, copies of the Documents have been made available to the members of the Business Committee;

WHEREAS, the Documents provide that the Developer will advance the amounts needed to obtain the Compact and to enable the development and construction of the Enterprise, up to a maximum of \$11 Million, which advances will be repaid to the Developer;

WHEREAS, the Documents provide that the Tribe will pay for the cost to acquire the Land;

WHEREAS, the Documents provide that, prior to there being Financing, the Tribe will reimburse the Developer for amounts advanced by the Developer as described above, at the rate of 10% of amounts so advanced, but up to a maximum of \$1 Million;

WHEREAS, the Documents provide for compensation to the Developer for its services to the Tribe, which compensation includes: 1% of the amount of Financing arranged by the Developer; 15% of "Available Cash Flow" (as such term is defined in the Development Agreement) from the Enterprise, for seven years

following the opening of the Enterprise; 15% of Available Cash Flow from the Enterprise for an additional five years, if the Enterprise generates \$1.55 Billion or more in "EBITDA" (as such term is defined in the Financial Services Agreement) during the first seven years; and 4% of "Project Costs" (as such term is defined in the Development Agreement); and

WHEREAS, the Business Committee has determined that it is in the Tribe's best interest to enter into the Documents; to obtain the Compact; to acquire the Land; to obtain the Financing; to retain Professionals to plan, design, construct, equip and furnish the Enterprise; to plan, design, construct, equip and furnish the Enterprise; to waive its immunity to suit in the manner provided in the Documents; and to consent to suit as contemplated under the Documents;

NOW, THEREFORE, BE IT RESOLVED by the Business Committee, as follows:

#### Approval and Authorizations

The Business Committee hereby authorizes and approves the entry into the Documents (and such other documents, certificates, consents and instruments as may be required of the Tribe by the Documents (the "Collateral Documents")) and the transactions contemplated by the Documents and the Collateral Documents, including, but not limited to, the retention of the Developer as the Tribe's advisor and agent, the compensation of the Developer in the amounts set forth in the Documents, the obtaining of the Compact, the acquisition of the Land, the obtaining of the Financing, the retention of Professionals to plan, design, construct, equip and furnish the Enterprise, the planning, design, construction, equipping and furnishing of the Enterprise, and the operation of the Enterprise.

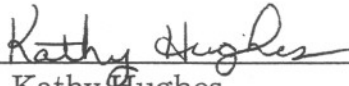
The Business Committee hereby authorizes the waiver of the Tribe's immunity to suit and the consent to suit that are set forth in the Documents in connection with the transactions contemplated by the Documents.

The Business Committee hereby authorizes the Chairwoman and the Vice-Chairwoman to take any and all actions as they, on a joint or individual basis, may deem appropriate or necessary to carry out the foregoing resolutions, including, but not limited to, to make any changes or additions to the Documents or Collateral Documents as they, on a joint or individual basis, may deem appropriate (with her or their signature thereto to serve as evidence of her or their approval of such changes or additions), and to execute and deliver the Documents and the Collateral Documents.

This Resolution shall become effective as of the date and time of its passage and approval by the Business Committee.

Passed, adopted and approved this 23<sup>rd</sup> day of October, 2002.

BUSINESS COMMITTEE OF THE  
ONEIDA TRIBE OF INDIANS OF  
WISCONSIN

  
By: Kathy Hughes  
Its: Vice Chair

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At a special meeting of the Business Committee of the Oneida Tribe of Indians of Wisconsin, Vince DelaRosa moved for adoption of the foregoing Resolution No. 10-23-02-A and Paul Ninham seconded the motion; on roll call, the following vote was recorded:

Julie Barton: For

Mercie Danforth: For

Curtis Danforth: For


Vince DelaRosa: For

Trish King: For

Paul Ninham: For

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee, comprised of 9 members, of whom 5 members constitute a quorum, held a duly called meeting on the 23<sup>rd</sup> day of October, 2002, at which 7 members were present; that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members abstaining; and that said resolution has not been rescinded or amended in any way.

  
Julie Barton  
Tribal Secretary  
Oneida Business Committee

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