



April 16, 2020

Via First Class Mail and Email

Bo Mazzetti, Chairman
Rincon Band of Luiseno Indians
One Government Center Lane
Valley Center, CA 92082

Re: Review of Limited Waiver for Rincon Band of Luiseno Indians

Dear Mr. Mazzetti:

This letter responds to your April 13, 2020 request for the National Indian Gaming Commission's Office of General Counsel to review a limited waiver in connection to its loan agreement between the Rincon Band of Luiseno Indians and its lenders and Wells Fargo, as administrative agent for the lenders.

Specifically, you have asked for my opinion whether the limited waiver is a management contract or constitutes a modification to a management contract requiring the NIGC Chair's approval under the Indian Gaming Regulatory Act (IGRA). You also asked for my opinion whether the agreement violates IGRA's requirement that the Tribe have the sole proprietary interest in its gaming activity.

I solely reviewed the Limited Waiver ("April __, 2020 in top center") which was unexecuted, but represented to be in substantially final form.

The limited waiver contain terms similar to other agreements the Office of General Counsel has already reviewed and analyzed, which are available on the NIGC's website. Applying the same analysis here, it is my opinion that the limited waiver is not a management contract and does not require the approval of the NIGC Chair. It is also my opinion that it does not violate IGRA's sole proprietary interest requirement.

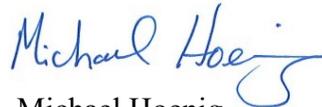
It is my understanding that the draft is represented to be in substantially final form, and if the limited waiver changes in any material way prior to execution or are inconsistent with assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the limited waiver listed above. This opinion does not include or extend to any other agreements not submitted for review.

Bo Mazzetti, Chairman
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Please note that it is my intent to release this letter to the public through the NIGC's website. If you have any objection to this disclosure, please provide a written statement explaining the grounds for the objection and highlighting the information that you believe should be withheld. *See* 25 C.F.R. § 517.7(c). If you object on the grounds that the information qualifies as confidential commercial information subject to withholding under Exemption Four of the Freedom of Information Act (FOIA), 5 U.S.C. § 552(b)(4), please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*, 139 S.Ct. 2356 (2019). Please support any claim of confidentiality with "a statement or certification by an officer or authorized representative of the submitter." 25 C.F.R. § 517.7(d). Please submit any written objection to FOIASubmitterReply@nigc.gov **within thirty (30) days of the date of this letter**. After this time elapses, I will make this letter public and will no longer consider objections. *Id.*

If you have any questions, please contact Joshua Proper at (202) 632-0294 or joshua_proper@nigc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Michael Hoenig". The signature is fluid and cursive, with a stylized flourish at the end.

Michael Hoenig
General Counsel

cc: Denise Turner Walsh (via email)