



April 19, 2019

**Via email: <anthony@galandabroadman.com>
and First Class Mail**

Anthony S. Broadman, Esq.
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P.O. Box 15146
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**Re: Review of the 2019 Second Amendment to Loan Agreement
for the Confederated Tribes of the Chehalis Reservation**

Dear Mr. Broadman:

This letter responds to your April 1, 2019 request, on behalf of the Confederated Tribes of the Chehalis Reservation, for the National Indian Gaming Commission, Office of the General Counsel, to review an amendment to the Loan Agreement dated December 15, 2015, and to provide an opinion as to whether or not the Loan Agreement, as amended by the submitted amendment, is a management contract requiring the NIGC Chairman's approval pursuant to the Indian Gaming Regulatory Act of 1988. You have also asked for my opinion as to whether or not the Loan Agreement, as amended by the submitted amendment, violates IGRA's requirement that a tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following submission ("2019 Second Amendment"):

- *Second Amendment to Loan Agreement* (marked at bottom left as "US.121107632.04" and at top right as "NIGC Submission Draft (4-1-2019)"); and
- *Exhibit A Form of Compliance Certificate* (marked at bottom left as "US.121107632.04").

The 2019 Second Amendment contains terms similar to other agreements that OGC has previously reviewed and analyzed. Some of these opinion letters may be found on the NIGC's website located at <www.nigc.gov>. Applying the same analysis here, it is my opinion that the Loan Agreement, as amended by the 2019 Second Amendment, is not a management contract and does not require the approval of the NIGC Chairman. It is also my opinion that it does not violate IGRA's sole proprietary interest requirement.

Anthony S. Broadman, Esq.

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It is my understanding that the 2019 Second Amendment is represented to be in substantially final form, and any further changes will not be material to OGC's analysis. This opinion shall not apply if the 2019 Second Amendment changes in any material way prior to its execution or is inconsistent with assumptions made herein. Further, this opinion is limited to the aforementioned 2019 Second Amendment and does not include or extend to any other agreements not submitted for review.

Please note that it is my intent that this letter be released 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. 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 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), please be advised that the information was voluntarily submitted and, as such, any request to withhold will be analyzed in accordance with the standard set forth in *Critical Mass Energy Project v. NRC*, 975 F.2d 871 (D.C. Cir. 1992). Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter." 25 C.F.R. § 517.7(c). Please submit any written objection to <FOIASubmitterReply@nigc.gov> within thirty (30) calendar days of the date of this letter. After this time elapses, the letter will be made public and objections will no longer be considered. *Id.* If you need any additional guidance regarding potential grounds for withholding, please see the United States Department of Justice's *Guide to the Freedom of Information Act* at <<http://www.justice.gov/oip/doj-guide-freedom-information-act-0>>.

If you have any questions, please contact Armando Acosta, Senior Attorney, at (202) 632-7003.

Sincerely,



Michael Hoenic
General Counsel

cc: Alison Bure, Esq. (via email only <Alison.Bure@FaegreBD.com>)
Harold Chesnin, Esq. (via email only <hchesnin@chehalistribe.org>)