



July 23, 2018

***Via U.S. Mail & Email***

Nathan Schreiner  
Counsel to the Tribe  
Squaxin Island Legal Department  
SE 3711 Old Olympic Hwy  
Kamilche, Washington 98584

Re: Review of financing agreements on behalf of the Squaxin Island Tribe

Dear Mr. Schreiner:

This letter responds to the request on behalf of the Squaxin Island Tribe for the National Indian Gaming Commission's Office of General Counsel to review loan documents between the Tribe and Columbia State Bank. Specifically, you asked for an opinion whether these agreements are management contracts requiring the NIGC Chair's approval under the Indian Gaming Regulatory Act. You also asked for an opinion whether the agreements violate IGRA's requirement that a tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following documents (collectively "the Financing Agreements") submitted on behalf of the Tribe, all of which are unexecuted but represented to be in substantial final form:

- Credit Agreement, marked as 4823-4688-4709\8
- Security Agreement, marked as 4846-6835-2102\4

The Financing Agreements contain terms similar to other agreements the Office of General Counsel reviewed and analyzed; please refer to the agency's website. Applying the same analysis here, it is my opinion that collectively the Financing Agreements are not management contracts and do not require the approval of the Chair. It is also my opinion they do not violate IGRA's sole proprietary interest requirement.

It is my understanding that the Financing Agreements are represented to be in substantially final form with respect to terms affecting this opinion, and if such terms change in any material way prior to closing or are inconsistent with the assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the Financing Agreements listed above. This opinion does not include or extend to any other agreements or documents not submitted for review.

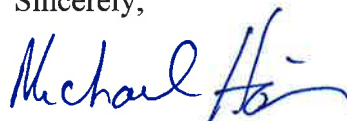
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Please note it is my intent that this letter be released to the public through the NIGC's website. If you have any objection to this disclosure, please provide a written statement explaining the grounds for the objection and highlighting the information that you believe should be withheld.<sup>1</sup> I understand your request mentions a FOIA exemption and an opportunity to object to disclosure. If you believe the information you submitted is exempt from disclosure please observe the following protocol listed below.

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),<sup>2</sup> please be advised that the information was voluntarily submitted and, as such, that any withholding should be analyzed in accordance with the standard set forth in *Critical Mass Energy Project v. NRC*.<sup>3</sup> Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter."<sup>4</sup> Please submit any written objection to FOIASubmitterReply@nigc.gov **within thirty (30) 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 NIGC Staff Attorney Mary Modrich-Alvarado at (202) 632-7003.

Sincerely,



Michael Hoenig  
General Counsel

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<sup>1</sup> 25 C.F.R. § 517.7(c).

<sup>2</sup> Freedom of Information Act, 5 U.S.C. § 552(b)(4) (1966).

<sup>3</sup> *Critical Mass Energy Project v. NRC*, 975 F.2d 871 (D.C. Cir. 1992).

<sup>4</sup> 25 C.F.R. § 517.7(c).