



March 16, 2015

John Maier, Esq.
Maier Pfeffer Kim & Geary, LLP
1440 Broadway, Suite 812
Oakland, CA 94612

Re: Review of loan documents for the North Fork Rancheria of Mono Indians

Dear Mr. Maier:

This letter responds to your request of September 19, 2014 on behalf of the North Fork Rancheria of Mono Indians (Tribe) for the National Indian Gaming Commission's Office of General Counsel to review a development agreement and related documents between the Tribe and SC Madera Development (Developer). Specifically, you have asked for my opinion whether the agreements constitute a management contract requiring the NIGC Chair's approval under the Indian Gaming Regulatory Act and whether the agreement violates IGRA's requirement that a Tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following submissions (collectively, "the Agreements") some of which are unexecuted, but were represented to be in substantially final form:

- Second Amended and Restated Development Agreement (Development Agreement), dated August 11, 2014, with exhibits.
 - Exhibit A – Map of Gaming Enterprise Site
 - Exhibit B – Resolution of Waiver of Sovereign Immunity
 - Exhibit C – Second Amended and Restated Intern Promissory Note
 - Exhibit D – Blocked Account Agreement
 - Exhibit E – Security Agreement
 - Exhibit F – Legal Proceedings against the Tribe
- First Amendment to the Second Amendment and Restated Development Agreement, unexecuted, submitted on January 6, 2015.

The Agreements contains terms similar to other agreements the Office of General Counsel has already reviewed and analyzed. *See* www.nigc.gov/Reading_Room/Management_Review_Letters.aspx. Applying the same analysis here, it is my opinion that the Agreements are not management contracts and do not require the approval of the Chair. It is also my opinion that it does not violate IGRA's sole proprietary interest requirement.

John Maier, Esq.

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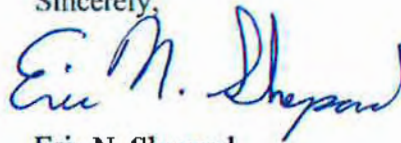
Page 2 of 2

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

I anticipate that this letter will be posted to the NIGC's website. Prior to posting, the NIGC will notify you and give you an opportunity to identify and request that information subject to the exemptions under FOIA be redacted or withheld. A list of the FOIA exemptions may be found at 25 U.S.C. § 552(b).

If you have any questions, please contact NIGC Staff Attorney Esther Dittler at (202) 420-9229.

Sincerely,

A handwritten signature in blue ink that reads "Eric N. Shepard". The signature is written in a cursive style with a large, stylized "E" and "S".

Eric N. Shepard
General Counsel (Acting)