



March 29, 2012

*Via U.S. Mail*

Homer A. Mandoka  
Chairman  
Nottawaseppi Band of Huron Potawatomi  
2221 1 1/2 Mile Road  
Fulton, MI 49052

Re: Review of loan documents for the Nottawaseppi Band of Huron Potawatomi

Dear Chairman Mandoka:

This letter responds to the request on behalf of the Nottawaseppi Band of Huron Potawatomi (Tribe) and the FireKeepers Development Authority (FDA) for the National Indian Gaming Commission's Office of General Counsel to review several agreements related to the refinancing of existing debt, as well as additional financing related to the Tribe's gaming enterprise, FireKeepers Casino. Specifically, you have asked for an opinion whether these agreements are management contracts requiring the NIGC Chairwoman'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 submissions (collectively, "the Loan Documents") all unexecuted, but represented to be in substantially final form:

- Credit agreement marked on top of front page as "NIGC SUBMISSION" and "L&W DRAFT 3/29/12" and bottom left as "SD\831311.17" (Credit Agreement);
- Security agreement marked at top right as "NIGC SUBMISSION" and "L&W Draft 3/29/2012" and bottom left as "SD\831800.13" (Security Agreement);
- Intellectual property security agreement marked at top right as "NIGC SUBMISSION" and "Draft 3/27/2012" and bottom left as "SD\833364.6" (Intellectual Property Security Agreement);
- Deposit account control agreement marked at top right as "NIGC SUBMISSION" and "L&W DRAFT 3/27/2012" and bottom left as "SD\831800.13" (Deposit Account Control Agreement);

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- Revolving note form attached as Exhibit C to the Credit Agreement and marked at top right as "NIGC SUBMISSION DRAFT 3/9/12" and bottom left as "SD\832451.3" (Revolving Note); and,
- Term note form attached as Exhibit B to the Credit Agreement and marked at top right as "NIGC SUBMISSION DRAFT 3/9/12" and bottom left as "SD\832433.3" (Term Note).

The Loan Documents contain 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](http://www.nigc.gov/Reading_Room/Management_Review_Letters.aspx). Applying the same analysis here, it is my opinion that the Loan Documents are not management contracts and do not require the approval of the Chairwoman. It is also my opinion that they do not violate IGRA's sole proprietary interest requirement.

It is my understanding that the Loan Documents 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 assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the Loan Documents listed above. This opinion 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, 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).

I am also sending a copy of the Financing Documents to the Department of the Interior Office of Indian Gaming for review under 25 U.S.C. § 81. If you have any questions, please contact NIGC Senior Attorney Melissa Schlichting at (202) 632-7003.

Sincerely,



Lawrence S. Roberts  
General Counsel

cc: Paula Hart, Director  
Office of Indian Gaming  
(via US Mail w/ incoming)

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cc: Bill Brooks  
General Counsel to the FireKeepers Development Authority  
(via e-mail: [wjbrooks1@gmail.com](mailto:wjbrooks1@gmail.com))

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