



May 17, 2013

Mark F. Vilar  
Vilar & Eliot  
3709 Masonic Drive  
P.O. Box 12730  
Alexandria, Louisiana 71315-2730

Re: Review of Loan Documents for the Coushatta Tribe of Louisiana

Dear Mr. Vilar:

This letter responds to the request on behalf of the Coushatta Tribe of Louisiana (Tribe) for the National Indian Gaming Commission's Office of General Counsel to review several agreements related to the refinancing of the Tribe's existing debt. The Tribe has asked for an opinion on whether these agreements are management contracts requiring the NIGC Chairwoman's approval under the Indian Gaming Regulatory Act (IGRA). The Tribe also asked for an opinion on whether the agreements violate IGRA's requirement that the Tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following submissions (collectively, "the Loan Documents"), either executed or drafts represented to be in substantially final form:

- Loan Agreement marked on bottom left as "OHSUSA:752954238.7" (Loan Agreement);
  - Exhibit A – Compliance Certificate marked in the bottom left as "OHS WEST:261035185.2;"
  - Exhibit B – Second Restated and Amended Note;
- Amended And Restated Security Agreement marked on the bottom left as "OHSUSA: 752999234.2" (Security Agreement);
- Second and Restated Restricted Account and Securities Account Control Agreement;
- Unjust Enrichment and Sovereign Immunity Agreement;
- Amended and Restated Account Control Agreement marked "OHS West 261039875.2";
- Compliance Certificate marked on the bottom left as "OHSUSA:752979519.2"
- Tax Certificate marked on the top right as "KUTAK ROCK LLP DRAFT 03/19/13" and the bottom left as "4836-5422-5938.3."

The Loan Documents contain terms similar to other agreements the Office of General Counsel has already reviewed and analyzed. See <http://www.nigc.gov/Reading>

\_Room/Management\_Review\_Letters\_Declination\_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. If such terms change in any material way 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 5 U.S.C. § 552(b).

If you have any questions, please contact NIGC Staff Attorney Alison Grigonis at (202) 632-7003.

Sincerely,



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