March 9, 2020

VIA U.S. MAIL & FACSIMILE

Andrew Alejandro, Chairman
Paskenta Band of Nomlaki Indians
P.O. Box 709
Corning, California, 96021

Re: Review of Loan Agreement, Security Agreement, and Exhibits on behalf of the
Paskenta Band of Nomlaki Indians

Dear Chairman Alejandro:

This letter responds to the November 25, 2019, request on behalf of the Paskenta Band of
Nomlaki Indians for the National Indian Gaming Commission’s Office of General Counsel to
review the loan documents between the Paskenta Band of Nomlaki and Wells Fargo, National
Association. Specifically, you have asked for my opinion on whether the Loan Documents are a
management contract requiring the NIGC Chair’s approval under the Indian Gaming Regulatory
Act. You also asked for an opinion 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 documents submitted on behalf of the Band,
which were unexecuted, but were represented to be in substantially final form (Collectively
“Loan Documents”):

- Loan Agreement, marked as: US.124489386.14, NIGC Draft 11/25/2019
- Security Agreement, marked as US.124581069.06, NIGC Draft 11/25/2019
- Exhibits to the Loan Agreements, marked as US.124584237.04, NIGC Draft 11/25/2019

The Loan Documents contain terms similar to other agreements the Office of General
Counsel has reviewed and analyzed, opinion letters for which are available on the NIGC website.
Applying the same analysis here, it is my opinion that the Loan Documents are not management
contracts or collateral agreements to a management contract, and do not require the approval of
the Chair. It is also my opinion that the Loan Documents do not violate IGRA’s sole proprietary
interest requirement.

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
Chairman Andrew Alejandre  
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be withheld. See 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 Four of the  
Freedom of Information Act (FOIA), 5 U.S.C. § 552(b)(4), please be advised that any  
withholding should be analyzed under the standard set forth in Food Marketing Institute v. Argus  
Leader Media, 139 S.Ct. 2356 (2019). Any claim of confidentiality should also be supported  
with “a statement or certification by an officer or authorized representative of the submitter.” See  
25 C.F.R. § 517.7(d). Please submit any written objection to FOIASsubmitterReply@nige.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 have any questions, please contact NIGC Staff Attorney Heather McMillan Nakai  
at (202) 527-5577.  

Sincerely,  

Michael Hoenig  
General Counsel  

cc: Aaron Pratt