



January 27, 2012

**Via First Class Mail
and Facsimile:** (760) 572-2102

Keeny Escalanti, Sr.
President
Quechan Indian Tribe of the Fort Yuma Indian Reservation
P.O. Box 1899
Yuma, AZ 85366

Re: Review of Loan Documents for the Quechan Indian Tribe

Dear President Escalanti:

This letter responds to the January 3, 2012 request on behalf of the Quechan Indian Tribe of the Fort Yuma Indian Reservation ("Tribe") for the Office of the General Counsel ("OGC"), National Indian Gaming Commission ("NIGC"), to review various loan documents and their respective amendments. Specifically, the Tribe asked for my opinion as to whether the submitted loan documents are management contracts requiring the NIGC Chairwoman's approval pursuant to the Indian Gaming Regulatory Act of 1988 ("IGRA"). The Tribe also asked for my opinion as to whether the documents 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"):

- Amended & Restated Loan Agreement between the Quechan Indian Tribe and the Lenders Named Herein dated September 2, 2009, and marked at bottom left as "OHS West:260711650.6" and "43487-2-T2H/K2D" ("Amended Loan Agreement");
- First Amendment to Amended and Restated Loan Agreement dated April 1, 2011, and marked at bottom left as "4847-6234-4201.2" ("1st Loan Amendment");
- Second Amendment to Amended and Restated Loan Agreement (undated), and marked at bottom left as "4833-4101-7869.5" ("2nd Loan Amendment");
- Intercreditor and Collateral Agency Agreement among the Secured Creditors Named Therein, The Bank of New York Mellon Trust Company, N.A., as Trustee and The Bank of New York Mellon Trust Company, N.A., as the Collateral Agent dated November 21, 2008, and marked at bottom left as "OHS West:260541765.6" and "43487-2 MIR/MAH" ("Intercreditor Agreement"); and

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- First Amendment to Intercreditor and Collateral Agency Agreement (undated), and marked at bottom left as "4845-5048-5773.3" ("1st Intercreditor Amendment").

Collectively, the Loan Documents contain terms similar to other agreements that OGC has already reviewed and analyzed. Some of these opinion letters may be found at http://www.nigc.gov/Reading_Room/Management_Review_Letters_Declination_Letters.aspx. Applying the same analysis here, it is my opinion that, collectively, 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 2nd Loan Amendment and the 1st Intercreditor Amendment are represented to be in substantially final form, and if they change in any material way prior to closing, are not executed, or are inconsistent with assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the aforementioned Loan Documents and does not include or extend to any other agreements not submitted for review.

I anticipate that this letter will be posted to the NIGC's website. Prior to posting, the NIGC FOIA Officer 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).

I am also sending a copy of the submitted Loan Documents to the Office of Indian Gaming, Department of the Interior, for review under 25 U.S.C. § 81. If you have any questions, please contact Armando Acosta, OGC Staff Attorney, at (202) 632-7003.

Sincerely,



Lawrence S. Roberts
General Counsel

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

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Kutak Rock LLP