



October 15, 2020

***VIA EMAIL***

Jesse Viau  
Attorney for the Hannahville Indian Community  
N14911 Hannahville B1 Road  
Wilson, Michigan 49896-9728

**Re: Review of Loan Documents for the Hannahville Indian Community and PNC Bank NA**

Dear Mr. Viau:

This letter responds to your September 4, 2020 request for the National Indian Gaming Commission's Office of General Counsel to review a collection of financing documents between the Hannahville Indian Community and PNC Bank NA. Specifically, you have asked for my opinion whether the documents are a management contract requiring the NIGC Chairmans's approval under the Indian Gaming Regulatory Act. You also asked for my opinion whether the documents violate IGRA's requirement that the Tribe have the sole proprietary interest in its gaming activity.

As part of this review, I analyzed the following documents, each marked "DW Draft 8/26/20" and unexecuted (collectively, the Loan Documents):

1. Loan Agreement between Hannahville Indian Community and PNC Bank, National Association, Document number 4832-9459-9615\9;
2. Notification and Control Agreement, Document number 4850-0403-6801\3;
3. Pledge Agreement, Document number 4828-8041-9776\3;
4. Security Agreement, Document number 4828-2569-2608\3; and
5. Term Note, Document number 4812-6448-8385\3.

The Loan Documents you have submitted contain terms similar to other agreements the Office of General Counsel has already reviewed and analyzed. Copies of declination letters can be found on the NIGC's website. Applying the same analysis here, it is my opinion that the Loan Documents are not a management contract and do not require the approval of the NIGC Chairman. It is also my opinion that they do not violate IGRA's sole proprietary interest requirement.

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It is my understanding that the drafts are represented to be in substantially final form, and if the Loan Documents 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. This opinion does not include or extend to any other agreements not submitted for review.

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 be withheld.<sup>1</sup> 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),<sup>2</sup> please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*.<sup>3</sup> Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter."<sup>4</sup> Please submit any written objection to **FOIASubmitterReply@nigc.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.<sup>5</sup>

If you have any questions, please contact NIGC Senior Attorney Jennifer Lawson at (202) 632-7003.

Sincerely,



Michael Hoenig  
General Counsel

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<sup>1</sup> See 25 C.F.R. § 517.7(c).

<sup>2</sup> 5 U.S.C. § 552(b)(4).

<sup>3</sup> 139 S. Ct. 2356, 2366 (2019).

<sup>4</sup> See 25 C.F.R. § 517.7(d).

<sup>5</sup> *Id.*