



***Via E-mail and U.S. Mail***

January 23, 2014

Rob Roy Smith  
Kilpatrick, Townsend & Stockton LLP  
1420 Fifth Avenue, Suite 4400  
Seattle, WA 98101

**Re: Review of financing documents for the Snoqualmie Indian Tribe**

Dear Mr. Smith:

This letter responds to the Snoqualmie Indian Tribe's request for the National Indian Gaming Commission's Office of General Counsel to review several agreements pertaining to a Senior Credit Facility related to the Tribe's gaming enterprise. The Tribe has asked for an opinion whether these agreements are management contracts requiring the NIGC Chair's approval under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §§ 2711(a) and 2710(d)(9). The Tribe also has asked for an opinion whether the agreements violate IGRA's requirement that a tribe have the sole proprietary interest in its gaming operation, 25 U.S.C. § 2710(b)(2)(A).

In my review, I considered the following submissions (collectively, "the Financing Documents") all unexecuted, but represented to be in substantially final form:

- Credit Agreement, SMRH Draft dated 12/17/13, SMRH: 201171829.9
- Security Agreement, SMRH Draft dated 12/17/13, SMRH: 201177009.6
- Exhibits to Credit Agreement, SMRH: 201176966.6 & 201176966.7
- Deposit Account Control Agreement, SMRH: 201180195.6
- Intellectual Property Security Agreement, SMRH: 201180837.3
- KeyBank Deposit Account Control Agreement, NH56005.doc

The Financing 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 Financing Documents are not management contracts and do not require the approval of the Chair. It is also my opinion that they do not violate IGRA's sole proprietary interest requirement.

I understand that the Financing Documents are 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 Financing Documents listed above. This opinion does not include or extend to any other agreements.

I anticipate this letter will be posted to the NIGC's website. Prior to posting, NIGC FOIA Office 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 Miles Janssen at (202) 632-7003.

Sincerely,



Eric Shepard  
Acting General Counsel

cc: Carolyn Lubenau, Tribal Chairwoman  
Snoqualmie Indian Tribe  
(via email: [carolyn@snoqualmietribe.us](mailto:carolyn@snoqualmietribe.us))

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