



February 2, 2024

VIA EMAIL

Kerry Patterson, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101

Re: Review of the 2024 Credit Documents for the Jamul Indian Village of California

Dear Ms. Patterson:

This letter responds to your December 20, 2023 request, on behalf of the Jamul Indian Village Development Corporation, a body corporate, and political and governmental instrumentality of the Jamul Indian Village of California, for the National Indian Gaming Commission, Office of General Counsel, to review certain transaction documents and to provide an opinion as to whether or not these transaction documents are management contracts requiring the NIGC Chairman's approval pursuant to the Indian Gaming Regulatory Act of 1988. You have also asked for my opinion as to whether or not the transaction 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 2024 Credit Documents"):

- *First Amendment to Credit Agreement* (marked at top right as "NIGC Submission Draft (12/12/2023)," and at bottom left as "US.359653992.02"); and
- (REDLINE (b) (4) *redit Facility, Credit Agreement Dated as of March 29, 2023, by and among Jamul Indian Village Development Corporation, as Borrower, Jamul Indian Village of California, as the Tribe, The Other Persons Party Hereto Designated From Time to Time as Credit Parties, KeyBank National Association, for itself, as a Lender and Swing Lender and as Agent for all Lenders, The Other Financial Institutions Party Hereto, as Lenders, KeyBanc Capital Markets, as Joint Lead Arranger and Joint Bookrunner, Western Alliance Bank, as Joint Lead Arranger and Joint Bookrunner, Zions Bancorporation, N.A. dba Nevada State Bank, and U.S. Bank National Association, as Co-Syndication Agents, and PNC Bank, National Association, as Documentation Agent, As amended by a First Amendment to Credit Agreement dated as of []* (marked at top right as "Annex A to First Amendment to Credit Agreement, NIGC Submission Draft (12/12/2023)," and at bottom left as "US.360659570.03").

The 2024 Credit Documents contain terms similar to other agreements that OGC has

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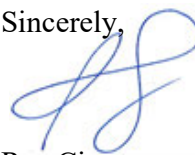
previously reviewed and analyzed. Applying the same analysis here, it is my opinion that the 2024 Credit Documents are not management contracts and do not require the approval of the NIGC Chairman. It is also my opinion that they do not violate IGRA's sole proprietary interest requirement.

It is my understanding that the 2024 Credit Documents are represented to be in substantially final form, and any further changes will not be material to OGC's analysis. This opinion shall not apply if the 2024 Credit Documents change in any material manner prior to closing or are inconsistent with the assumptions made herein. Further, this opinion is limited to the aforementioned 2024 Credit Documents and 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.¹ 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),² please be advised that the information was voluntarily submitted and, as such, any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*.³ Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter."⁴ Please submit any written objection to <foia@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.⁵ If you need any additional guidance regarding potential grounds for withholding, please see the United States Department of Justice's *Guide to the Freedom of Information Act* at <<https://www.justice.gov/oip/doj-guide-freedom-information-act-0>>.

If you have any questions, please contact Armando Acosta, Senior Attorney, at (202) 632-7003.

Sincerely,



Rea Cisneros
General Counsel (Acting)

¹ See 25 C.F.R. § 517.7(c).

² 5 U.S.C. § 552(b)(4).

³ 139 S. Ct. 2356 (2019).

⁴ See 25 C.F.R. § 517.7(d).

⁵ *Id.*