



August 22, 2025

VIA EMAIL

Robert Odawi Porter
Odawi Law PLLC
8013 East Loop Road
P.O. Box 444
Jimersontown, Seneca Nation (NY) 14779

Re: Review of Lease, License, and Service Agreement for Klawock Cooperative Association

Dear Mr. Porter:

This letter responds to your June 4, 2025 request for the National Indian Gaming Commission's (NIGC) Office of General Counsel to review the Lease, License, and Service Agreement (Agreement) between the Klawock Cooperative Association (Tribe) and Aries Technology, LLC. Specifically, you have asked for a declination letter review which includes my opinion whether the Agreement constitutes a management contract requiring the NIGC Chair's approval under the Indian Gaming Regulatory Act (IGRA). You also asked for my opinion whether the Agreement violates IGRA's requirement that the Tribe have the sole proprietary interest in its gaming activity.

In my review, I considered the following submission, which are unexecuted, but were represented to be in substantially final form: Lease, License, and Service Agreement between Klawock Cooperative Association and Aries Technology, LLC, labeled at the bottom left corner "5541313.5", including Schedule A Leased Equipment and Licensed Property submitted on July 1, 2025.¹

The Agreement contains terms similar to other agreements the Office of General Counsel has already reviewed and analyzed, opinion letters for which are available on the NIGC's website. Applying the same analysis here, it is my opinion that the Agreement is not a management contract and does not require the approval of the NIGC Chair. It is also my opinion that the Agreement does not violate IGRA's sole proprietary interest requirement.

¹ See Email from Robert Odawi Porter, Attorney, Klawock Cooperative Association to Danielle Wu, Staff Attorney, National Indian Gaming Commission (August 21, 2025, 15:58 CST) (on file with author).

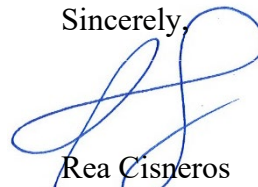
Mr. Porter
Re: Review of Lease Agreement for Klawock Cooperative Association
August 22, 2025
Page 2 of 2

It is my understanding that the draft is represented to be in substantially final form, and if the Agreement changes in any material way prior to execution or is inconsistent with assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the document listed above.

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.² 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),³ please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*.⁴ Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter."⁵ 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.⁶ 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 NIGC Staff Attorney Danielle Wu at (202) 336-3596 or by email at danielle.wu@nigc.gov.

Sincerely,



Rea Cisneros
Acting General Counsel

² See 25 C.F.R. § 517.7(c).

³ 5 U.S.C. § 552(b)(4).

⁴ 139 S. Ct. 2356 (2019).

⁵ See 25 C.F.R. § 517.7(d).

⁶ *Id.*