



October 29, 2025

VIA EMAIL

Little Fawn Boland, Esq.
Ceiba Legal, PC
35 Miller Ave. No. 143
Mill Valley, CA 94941

Re: Review of the 2025 Loan Documents for the Wichita and Affiliated Tribes

Dear Ms. Boland:

This letter responds to your October 17, 2025 request, on behalf of Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma (“Tribe”), to review certain financial loan documents between the Tribe and Arvest Bank, and to provide an opinion as to whether these loan documents are management contracts requiring the NIGC Chair’s approval pursuant to the Indian Gaming Regulatory Act of 1988. You have also asked for my opinion as to whether the loan documents violate IGRA’s requirement that a tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following submission (“the 2025 Loan Documents”):

- *First Amendment to Loan Agreement* (marked at bottom left of last page as “6083060.v3”);
- *Promissory Note* (marked at bottom left of last page as “6083013.v4”); and
- *Amended and Restated Security Agreement* (marked at bottom left of last page as “6083050.v4”).

The 2025 Loan Documents contain terms similar to other agreements that OGC has previously reviewed and analyzed. Applying the same analysis here, it is my opinion that the 2025 Loan Documents are not management contracts and do not require the approval of the NIGC Chair. 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 2025 Loan 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 2025 Loan 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 2025 Loan Documents and does not include or extend to any other agreements not submitted for review. That said, the prior opinion expressed in the OGC declination letter issued to the Tribe on March 1, 2024, concerning those loan agreements, remain in effect.

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) 379-6972.

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.*