



OGC

AUG 22 2005

VIA FACSIMILE & REGULAR MAIL

Mark Sniegowski
Manager
49, L.L.C.
13769 Main Street
Lemont, Illinois 60439
Fax: (630) 257-2479

John J. Gruttadaurio
Filzer & Gruttadaurio, P.L.L.
875 Concourse Parkway South
Suite 150
Maitland, Florida 32751
Fax: (407) 691-5620

Re: Agreements between the Comanche Tribe of Oklahoma and 49, L.L.C.

Dear Sirs:

The Comanche Nation of Oklahoma provided several agreements between it and 49, L.L.C. for our review. Specifically, the Nation submitted the following agreements with 49, L.L.C. to us: Equipment Lease Agreement; Construction Loan Agreement; Promissory Note; Security Agreement; and a Cash Management Agreement. All the agreements are dated January 18, 2001.

The purpose of our review is to determine whether the agreements constitute management contracts or collateral agreements to management contracts and, therefore, are subject to our review and approval under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2701 *et seq.* See 25 U.S.C. § 2711; 25 C.F.R. §§ 25 C.F.R. § 502.5; 502.15. Management encompasses activities such as planning, organizing, directing, coordinating, and controlling. See *NIGC Bulletin No. 94-5*. In the view of the NIGC, the performance of any one of these activities with respect to all or part of a gaming operation constitutes management for the purpose of determining whether an agreement for the performance of such activities is a management contract requiring NIGC approval.

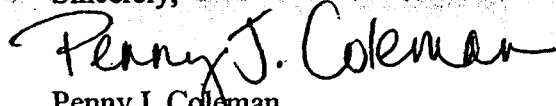
In addition, we are reviewing the agreements to ensure that they do not evidence a proprietary interest by 49, L.L.C. in the Nation's gaming activity. Such a proprietary interest would be contrary to IGRA and NIGC regulations. See 25 U.S.C. § 2710

(b)(2)(A); 25 C.F.R. § 522.4(b)(1). Among IGRA's requirements for approval of tribal gaming ordinances is that "the Indian tribe will have the sole proprietary interest and responsibility for the conduct of any gaming activity." 25 U.S.C. § 2710(b)(2)(A). Under this section, if any entity other than a tribe possesses a proprietary interest in the gaming activity, gaming may not take place.

In light of our review, we invite 49, L.L.C. to provide us with a written explanation of why the aforementioned contracts, as individual contracts or in total, do not constitute management contracts or contravene the sole proprietary interest mandate of IGRA. Please provide such written explanation on or before Tuesday, September 6.

If you have any questions or concerns, please contact Staff Attorney Jo-Ann Shyloski at (202) 632-7003.

Sincerely,


Penny J. Coleman
Acting General Counsel

cc: Wallace Coffey
Chairman
Comanche Tribe of Oklahoma
P.O. Box 908
Lawton, Oklahoma 73502
Fax: (580) 492-3796

William R. Norman
Hobbs, Straus, Dean & Walker, LLP
117 Park Avenue
Oklahoma City, Oklahoma 73102
Fax: (405) 602-9426