

DEC 2 2005



VIA FACSIMILE & REGULAR MAIL

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

Dear Sir and Madam:

The Comanche Nation of Oklahoma provided several agreements between it and CDST-Comanche, L.L.C. for our review. Specifically, the Nation submitted the following agreements with CDST-Comanche, L.L.C. to us: Loan Agreement; Lease Agreement; Security Agreement; and a Secured Promissory Note. All the agreements are dated February 4, 2002.

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. § 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.

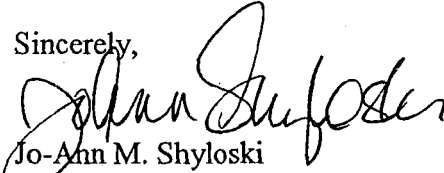
In addition, we are reviewing the agreements to ensure that they do not evidence a proprietary interest by CDST-Comanche, L.L.C. in the Nation's gaming activity. Such a proprietary interest would be contrary to IGRA and NIGC regulations. See 25 U.S.C. § 2710 (b)(2)(A); 25 C.F.R. § 522.4(b)(1). Among 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 CDST-Comanche, 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 Friday, December 16.

If you have any questions or concerns, please contact me at (202) 632-7003.

Sincerely,



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Senior Attorney

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