



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

APR 12 2007

Honorable Eugene Little Coyote
President, Northern Cheyenne Tribe
P.O. Box 128
Lame Deer, Montana 59043

Dear President Little Coyote:

On April 6, 2007, we received the Extension of Agreement between the Northern Cheyenne Tribe (Tribe) and the State of Montana (State) concerning Class III Gaming, with incorporated Amendments (Amendment), executed on March 29, 2007.

We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. (d)(3)(B), is published in the Federal Register.

A similar letter is being sent to the Honorable Brian Schweitzer, Governor, State of Montana.

We wish the Tribe and State continued success in their economic venture.

Sincerely,

George T. Skibine
Director, Office of Indian Gaming

**EXTENSION OF AGREEMENT BETWEEN THE NORTHERN CHEYENNE
TRIBE AND THE STATE OF MONTANA CONCERNING CLASS III GAMING,
WITH INCORPORATED AMENDMENTS**

This EXTENSION OF AGREEMENT BETWEEN THE NORTHERN CHEYENNE TRIBE AND THE STATE OF MONTANA CONCERNING CLASS III GAMING, WITH INCORPORATED AMENDMENTS, is entered into by the State of Montana (hereinafter "State") and the Northern Cheyenne Tribe of Montana (hereinafter "Tribe").

RECITALS

WHEREAS, the State and the Tribe entered into the "Agreement between the Northern Cheyenne Tribe and the State of Montana Concerning Class III Gaming" (hereinafter "Agreement") on June 3, 2002; and

WHEREAS, the Agreement is set to expire on June 3, 2007; and

WHEREAS, the parties are in negotiations concerning a new Class III gaming compact; and

WHEREAS, the existing Agreement may be renewed and amended by the parties pursuant to Article X, sections "A" and "B"; and

WHEREAS, the parties desire to extend the term and amend the language of the existing Agreement, while continuing negotiations on a new Class III compact;

NOW THEREFORE, the State and the Tribe agree to extend the term of the existing Agreement, and amend its language as follows:

Section VI.D shall be amended to read:

- D. The Tribe shall make no more than 300 video gambling machines available for play in any one tribally-operated premises and no more than 400 machines total. Subject to the foregoing limitation, the 400 Class III machines may be distributed at the Tribe's discretion.

Section X.A. shall be amended to read:

- A. Effective Date and Term. This Agreement shall be effective upon execution and shall continue in effect until June 3, 2017, or until a new Class III compact is signed by the State and the Tribe, whichever comes first, unless terminated in accordance with Article IX. Before expiration of this Agreement or upon its termination, the parties may agree to the renewal of the Agreement for a term agreed upon by the parties.

Section X.B. shall be amended to read:

- B. Amendments. This Agreement may be amended only with the consent of both parties and only by written instrument signed by both parties. If the IGRA or state law is amended or changed in any way affecting the terms of this Agreement, the parties agree to negotiate in good faith to amend this agreement so as to achieve the objectives provided for and to ensure compliance with all applicable state and federal law. In the case of a change in law which would prohibit gaming authorized under this Agreement, the Tribe may continue such gaming for at least one year in order to enable the Tribe and its investors to receive a reasonable return on investments made under this Agreement and to provide affected employees fair notice and transition time, unless the continuation of such gaming is found to be illegal by a court of competent jurisdiction.

Appendix A, Section II.A shall be amended to read:

- A. Prizes may be awarded only in the form of free games, credits, or cash. A prize may not exceed the value of \$2,000 for each individual award.

Appendix A, Section II.B shall be amended to read:

- B. Video gambling machines within tribal premises may be connected in a progressive bank provided the prize limit for the progressive bank does not exceed \$2,000.

Appendix K, Section II shall be amended to read:

Live poker gaming shall be conducted under the same conditions as permissible under Montana statutes and administrative regulations; provided, however, the prize limit for an individual live poker game may not exceed \$2,000, and the Council shall not be subject to the licensing provisions of state law.

ALL OTHER terms and conditions of the Agreement remain in full force and effect and shall govern the conditions of Class III gaming on the Northern Cheyenne Reservation until the term of the Agreement expires, or until the Agreement is replaced or terminated.

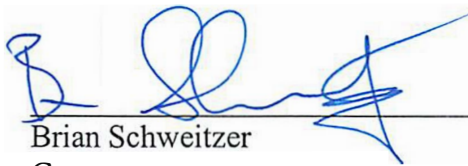
The State of Montana and the Tribe indicate their consent to be bound to this Extension and Amendment by the signatures set forth below.

NORTHERN CHEYENNE TRIBE


Eugene Little Coyote
President

Date: 2/19/07

STATE OF MONTANA


Brian Schweitzer
Governor

Date: 3/29/07

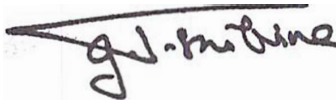
Approved pursuant to § 18-11-105, MCA:


Mike McGrath
Attorney General

Date: 3/29/07

U.S. DEPARTMENT OF INTERIOR

Approved by the Deputy Assistant Secretary – Policy and Economic Development



Date: APR 12 2007

Deputy Assistant-Secretary
Policy and Economic Development