National Indian Gaming Commission

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This Third Amendment is entered into by and between the Chairman of the National Indian Gaming Commission ("NIGC Chairman"), and the Crow Tribe of Indians, a federally-recognized Indian tribe ("Tribe"), and modifies Paragraph 6 of the Second Amendment to Settlement Agreement, dated June 6, 2009. (attached hereto)

RECITALS

1. Through its attorney, Kathleen Burrage, the Tribe submitted to the NIGC a detailed report of the progress of the gaming operation over the past year as well as a long-term construction plan for a new facility and documentation associated with the plan for the new facility. In accordance with paragraph 6 of the Second Amendment to Settlement Agreement (ASA-2), the Tribe requested that the NIGC Chairman extend the closure date beyond the September 15, 2009 deadline set forth in that paragraph.

2. While the Tribe has not progressed as planned in constructing the new facility, the Chairman found the report sufficient and, therefore, grants an extension of the September 15, 2009 closure date set forth in paragraph 6 of the ASA-2.

3. The NIGC Chairman and the Crow Tribe now modify paragraph 6 of the ASA-2 to the closure date set forth below.

TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT

4. This Third Amendment to the Settlement Agreement, SA-07-CTI, Third Amendment, shall be effective on the date that it is signed by the last party to enter the amendment ("Effective Date").

5. The parties expressly agree and acknowledge that time is of the essence in this Third Amendment.

6. The Crow Tribe agrees that it shall continue to abide by the Settlement Agreement, Amendment to the Settlement Agreement, and ASA-2 with the exception of paragraph 6 of the ASA-2 which is changed as detailed herein.

7. The Tribe agrees to submit any financing, development, and/or management contracts or agreements to the NIGC Office of General Counsel for review at least 45 days before submitting each or any of them to the Tribal legislative body for a vote.

8. The Crow Tribe agrees to submit quarterly reports to the NIGC Chairman detailing the progress made in the construction of the new facility and the reorganization of its gaming operation and tribal gaming commission. These reports are due: December 1, 2009; March 5, 2010; June 1, 2010; and September 1, 2010; or until the date the Tribe provides written notice to NIGC Chairman that it has begun gaming operations in a new facility, whichever is earlier.

9. The Tribe agrees to the following penalty structure in the event it fails to submit a timely report in accordance with Paragraph 8 of this Third Amendment: if it misses only one deadline, it will close its existing gaming facility for 14 consecutive days beginning on the fifteenth day of the month in which the report was not timely filed (*i.e.*, if the Tribe fails to timely submit the progress report due June 1, 2010, it will close its present gaming facility 12:00 a.m. June 15 through 11:59 p.m. June 28, 2010.); if the Tribe misses two report deadlines, it will permanently close its existing gaming facility within 7 calendar days of the second missed report deadline.

10. The reports shall reflect the following progress at a minimum:

    a. Tribe shall have a financing plan by December 1, 2009;
    b. Tribe shall submit financing, development, and/or management agreements to the NIGC Office of General Counsel for review no later than January 15, 2010;
    c. Tribe shall finalize a financing plan and obtain any required legislative and lender approvals by April 30, 2010. The Tribe shall submit the final plan and proof of approval to NIGC by close of business April 30, 2010.

11. The Tribe agrees to contact and confer with NIGC between May 1 and May 15, 2010 to develop a reasonable plan of progress through November 1, 2010.

12. The Tribe agrees that if it does not make the progress outlined in section 10(a-c) of this Amendment, it will close its present gaming facility for a period of seven days, beginning at midnight on the fifteenth day of the month in which the progress was to be made and continuing through 11:59 p.m. of the twenty-first day of that month.

14. Regardless of the status of the construction and/or operation of the new gaming facility, the Crow Tribe agrees that it will permanently cease all gaming operations at its existing gaming facility on or before November 1, 2010.

ADDITIONAL COVENANTS

15. This Third Amendment shall be binding on the parties, their agents, heirs, representatives, successors, and assigns. Any modification or waiver of any term or provision of the Settlement Agreement, the Amendment to the Settlement Agreement, the Second Amendment to the Settlement Agreement, and this Third Amendment must be made in writing and signed by both parties.

16. The parties agree that after the Effective Date of this Third Amendment, it shall be a public document and may be published or disclosed by either party.

17. This Third Amendment may be executed in one or more counterparts and each shall constitute and original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for the purposes of this Amendment.

SIGNATURES

Philip N. Hogen, Chairman	Cedric Black Eagle, Chairman
National Indian Gaming Commission	Crow Tribe of Montana
Dated: 09/15/2009	Dated: 9/16/09