

AGREEMENT  
BETWEEN  
THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT  
AND  
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") entered into a Tribal-State Compact (the "Compact") on May 17, 1994 pursuant to the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §§ 2701 et seq. (the "Act"); and

The State and the Mohegan Tribe wish to confirm by this Agreement ("Agreement") that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Mohegan Tribe and the Mashantucket Pequot Tribal Nation (the "Mashantucket Pequot Tribe" and, together with the Mohegan Tribe, the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Mohegan Tribe or the State under the Compact or any benefits derived by any party therefrom.

1. The Mohegan Tribe and the State hereby agree that a change in State law to authorize the operation of any video games of chance for any purpose by a business entity jointly and exclusively owned by the Tribes shall not terminate the moratorium established under Section 15(a) of the Compact. Accordingly, the parties agree to modify the first sentence of Section 15(a) of the Compact to read:

Notwithstanding the provisions of section 3(a)(ix), the Tribe shall have no authority under this Compact to conduct Class III video facsimile games as defined pursuant to section 3(a)(ix) unless and until either: (i) it is determined by agreement between the Tribe and the State, or by a court of competent jurisdiction, that by virtue of the existing laws and regulations of the State the operation of video facsimiles of games of chance would not be unlawful on the ground that the Tribe is not located in a State that permits such gaming for any purpose by any person, organization, or entity within the meaning of 25 U.S.C. § 2710(d)(1)(B) (it being understood and agreed that there is a present controversy between the Tribe and the State in which the Tribe takes the position that such gaming is permitted under the existing laws of the State and the State takes the position that such gaming is not permitted under the existing laws of the State), provided that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe to operate video facsimiles of games of chance shall not be deemed a law that permits such gaming for any purpose by any person, organization, or entity within the meaning of 25 U.S.C. § 2710(d)(1)(B); or (ii) the existing laws or regulations of the State are amended to expressly authorize the operation of any video games of chance for any purpose by any person, organization or entity other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe.

2. The Mohegan Tribe and the State hereby agree to modify Section 17(d) of the Compact to read:

Nothing in this Compact shall be deemed to waive the right of the Tribe to request negotiations for a tribal-state compact with respect to a Class III gaming activity which is to be conducted on the Reservation but is not permitted under the provisions of this Compact, including forms of Class III gaming which were not permitted by the State for any purpose by any person, organization, or entity, other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe, at the time when this Compact was negotiated but are subsequently so permitted by the State, in accordance with 25 U.S.C. § 2710(d)(3)(A); provided, however, that this sub-section shall not be deemed to authorize the Tribe to initiate a new request for negotiations regarding the terms of this Compact applicable to forms of gaming authorized by section 3(a) of this Compact, except to the extent that existing state law relating to such forms of gaming are changed, other than a change in state law permitting a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe to engage in such gaming, or to the extent that the State voluntarily consents to such negotiations.

3. The Mohegan Tribe and the State agree to amend Section 2 of the Compact by adding the following subsection (dd):

(dd) "Business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe" means an entity owned exclusively by the Tribe and the Mashantucket Pequot Tribe in which the Tribe and the Mashantucket Pequot Tribe each maintain an equity ownership interest of not less than twenty-five (25) percent and includes any gaming services licensee engaged by such entity for the purpose of, and only to the extent such licensee is, operating video facsimile games of chance on such entity's behalf.

4. The Mohegan Tribe hereby waives any defense that it may have by virtue of its sovereign immunity to enable the State to enforce, in the United States District Courts, without the need to exhaust tribal remedies, the provisions of this Agreement and to enforce, in the United States District Courts, any award of injunctive relief or damages resulting therefrom, and the Mohegan Tribe further consents to the exercise of jurisdiction over such action and over the Mohegan Tribe by the United States District Courts with respect to such actions.

5. This Agreement shall become effective upon the occurrence of all of the following:

a. The Mashantucket Pequot Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mashantucket Agreement");

b. The Mohegan Tribe has adopted a tribal council resolution authorizing the execution of this Agreement and the amendments to the Compact therein, including the waiver of sovereign immunity set forth in paragraph 4;

c. The General Assembly of the State has approved this Agreement and the Mashantucket Pequot Agreement pursuant to C.G.S. Section 3-6c; and

d. This Agreement and the Mashantucket Pequot Agreement are approved or deemed approved by the United States Secretary of the Interior pursuant to the Indian Gaming Regulatory Act and its implementing regulations and notice thereof is published in the Federal Register.

6. Except as modified by this Agreement, the Compact remains in full force and effect.

STATE OF CONNECTICUT

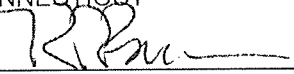
By: 

Name: Dannel P. Malloy

Title: Governor of Connecticut

Date: July 20, 2017

MOHEGAN TRIBE OF INDIANS OF  
CONNECTICUT

By: 

Name: KEVIN P. BROWN

Title: CHAIRMAN, MTRIC / MGE

Date: JULY 20, 2017

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT  
AND  
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") entered into a Memorandum of Understanding (the "MOU") on May 17, 1994, to set forth certain matters regarding implementation of the Mohegan Gaming Compact (the "Compact") and the Agreement resolving the Tribe's land claim against the State; and

The State and the Mohegan Tribe wish to confirm that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Mohegan Tribe and the Mashantucket Pequot Tribal Nation (the "Mashantucket Pequot Tribe" and, together with the Mohegan Tribe, the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Mohegan Tribe or the State under the MOU or any benefits derived by any party therefrom.

1. The Mohegan Tribe and the State hereby agree that a change in State law to authorize the operation of any video games of chance or other commercial casino games for any purpose by a business entity jointly and exclusively owned by the Tribes shall not affect the parties' rights and obligations under the MOU, including the Mohegan Tribe's obligation to contribute a percentage of the gross operating revenues of video facsimile games to the State as provided in the MOU. Accordingly, the parties agree to amend Paragraph 1 of the MOU to read:

In full settlement and satisfaction of certain controversies which have arisen between the parties hereto concerning the effect of the Compact on the operation of electronic lottery devices and other video facsimiles (as defined in the Compact), the State and the Tribe agree that, subject to all of the terms and conditions herein, the moratorium imposed by section 15(a) of the Compact on the operation by the Tribe of video facsimile games shall be suspended and, so long as the Tribe complies with the terms and conditions of this Memorandum of Understanding, the Tribe may operate video facsimiles ("video facsimiles") as defined in section 2(cc) of the Compact, subject to the requirements of section 7(c) of the Compact and the Technical Standards for Video Facsimile Games as set forth in section 31 of Appendix A of the Compact. The Tribe agrees that, so

long as no change in State law is enacted to permit the operating of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe, the Tribe will contribute to the State a sum (the "Contribution") equal to twenty five percent (25%) of gross operating revenues of video facsimile games operated by the Tribe less those reductions set forth in paragraphs (2) and (3) hereof. For purposes of this paragraph, gross operating revenues shall be defined to mean the total sum wagered less amounts paid out as prizes. The Contribution shall be payable on or before the fifteenth day of each month in an amount equal to: (i) twenty five percent (25%) of the gross operating revenues of the Tribe from the operation of video facsimiles during the portion of the fiscal year of the State concluding on the last day of the preceding calendar month, or, on July 15<sup>th</sup> of each year, twenty five percent (25%) of the gross operating revenues of the Tribe from the operation of video facsimiles during the preceding fiscal year of the State, less (ii) the cumulative Contribution paid by the Tribe prior to such date with respect to the operation of video facsimiles during the applicable fiscal year of the State. The Tribe shall provide the State with detailed reporting of the gross operating revenues of video facsimiles and the determination of the Contribution hereunder which shall be subject to audit by the State in accordance with the provisions of the Compact. Upon any failure by the Tribe to satisfy its obligations to the State hereunder, this Agreement shall cease to be of any force or effect and the moratorium established pursuant to section 15(a) of the Compact shall without any requirement for further action by either party be in full force and effect in accordance with its terms.

2. The parties hereby agree to amend Paragraph 7 of the MOU to read:

It is understood and agreed by the parties that this agreement constitutes an accommodation by both the State and the Tribe in order to satisfy their respective interests and to resolve the matters addressed by section 15(a) of the Compact in an orderly and non-adversarial manner, and does not constitute an admission or concession by either the State or the Tribe as to any legal or factual question which may otherwise arise pursuant to section 15(a) of the Compact. The Tribe agrees that so long as no change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe and no ~~other person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe lawfully operates video facsimile games or other commercial casino games, the Tribe shall not assert the right to operate video facsimile games except in accordance with this Memorandum of Understanding. In the event that any change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe or any ~~other person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe lawfully operates video facsimile games or other commercial casino games, the Tribe shall not be bound by the provisions of this Memorandum of Understanding so long as it does not claim any right to operate video facsimiles by virtue of this Memorandum of Understanding, but the Tribe may thereupon assert any rights which it may otherwise have under the Compact; provided, however, that in such event neither party shall be bound by any of the provisions hereof nor shall either

party be barred from taking any position inconsistent with this Memorandum of Understanding; and further provided, that in the event that the Mashantucket Pequot Tribe lawfully operates video facsimile games or other commercial casino games under the provisions of the Indian Gaming Regulatory Act, the Tribe shall not thereby be relieved of its obligations hereunder but shall continue to be bound by the provisions of paragraphs (1) through (5) of this Memorandum of Understanding so long as the Mashantucket Pequot Tribe makes a contribution to the State with respect to its operation of video facsimile games which is at least equivalent to that required pursuant to this Memorandum of Understanding. Nothing contained in this Memorandum of Understanding shall be utilized under any circumstances as evidence by either the State or the Tribe as to the intent of the Compact or the effect of any provision of the Compact or of any State or Federal law or regulation.

3. The Mohegan Tribe and the State agree to add the following as a new Paragraph 8 to the MOU:

8. For purposes of this Memorandum of Understanding, "business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe" means an entity owned exclusively by the Tribe and the Mashantucket Pequot Tribe in which the Tribe and the Mashantucket Pequot Tribe each maintain an equity ownership interest of not less than twenty-five (25) percent and includes any gaming services licensee engaged by such entity for the purpose of, and only to the extent such licensee is, operating video facsimiles or other commercial casino games on such entity's behalf.

4. The Tribe and the State agree that the amendments to the MOU shall only be effective if:

- a. The Mashantucket Pequot Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mashantucket Pequot Agreement");
- b. The Tribe has adopted a tribal council resolution authorizing the execution of this agreement and the amendments to the MOU herein;
- c. The General Assembly of the State has approved this agreement to amend the MOU and the Mashantucket Pequot Agreement under C.G.S. Section 3-6c; and
- d. The Mashantucket Pequot Agreement and this agreement are approved or deemed approved by the United States Secretary of the Interior pursuant to the Indian Gaming Regulatory Act and its implementing regulations.

5. Except as modified by this agreement, the MOU remains in full force and effect.

STATE OF CONNECTICUT

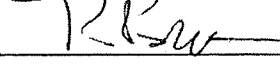
By: 

Name: Dannel P. Malloy

Title: Governor of Connecticut

Date: July 20, 2017

MOHEGAN TRIBE OF INDIANS OF  
CONNECTICUT

By: 

Name: Kevin P. Brund

Title: CHAIRMAN, MTRC, MBE

Date: July 20, 2017

**THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT**  
**Resolution No. 2017-37**

**Approval of Limited Waiver of Sovereign Immunity and Consent to Venue**  
**(in connection with Commercial Casino Gaming Facility under Connecticut Law)**

**WHEREAS**, the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") is an American Indian Tribe recognized by the government of the United States pursuant to the provisions of Title 25 of the Code of Federal Regulations, Part 83; and

**WHEREAS**, pursuant to Article IX, Section 2 of the Mohegan Tribe Constitution (the "Constitution"), the Mohegan Tribal Council ("Tribal Council") has the authority to exercise all executive and legislative powers reasonable and necessary to achieve the tribal goals set forth in the Constitution, including to promote the general welfare of the Mohegan Tribe; and

**WHEREAS**, the Tribal Council is authorized under Article IX, Section 2(a) of the Constitution to approve contracts or agreements with tribal, foreign, federal, state or local governments, with private persons or with corporate bodies; and

**WHEREAS**, the Tribal Council is authorized under Article IX, section 2(t) of the Constitution to waive the sovereign immunity of the Mohegan Tribe; and

**WHEREAS**, MMCT Venture, LLC ("MMCT") is a limited liability company formed under the laws of the State of Connecticut ("State") to own and operate a commercial casino gaming facility under State law to be developed in the Town of East Windsor, Connecticut (the "Casino Gaming Facility"); and

**WHEREAS**, MMCT is jointly and exclusively owned by the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Mohegan Tribe, (the "Authority") and by the Mashantucket Pequot Tribal Nation ("Mashantucket Pequot Tribe", and collectively with the Mohegan Tribe, the "Tribes"); and

**WHEREAS**, MMCT is authorized pursuant to Public Act No. 17-89 (the "Authorization") to conduct authorized games at the Casino Gaming Facility, which Authorization is conditioned upon, among other things, the enactment by the governing body of each of the Mohegan Tribe and Mashantucket Pequot Tribe of resolutions providing that if MMCT fails to pay any fees or taxes due the State, the Tribes, as members of MMCT, waive the possible defense of sovereign immunity with respect to any action or claim by the State against the Tribes as the members of MMCT, to the extent such action or claim is permitted to be brought against a member of a limited liability company under State law to collect such fees or taxes, while preserving any other defenses available to the Tribes, and that MMCT and the Tribes agree that the venue for such action or claim shall be in the Superior Court for the Judicial District of Hartford; and

**WHEREAS**, the Tribal Council, in connection with the Authorization, hereby adopts the following resolutions:

**BE IT RESOLVED** that if MMCT fails to pay any fees or taxes due to the State and the State otherwise would have a claim against a member of a limited liability company for such fees or taxes,

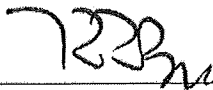


the Mohegan Tribe hereby expressly and irrevocably waives the sovereign immunity of the Mohegan Tribe and the Authority from suit in the State courts to permit an action or claim by the State against the Authority, only in its capacity as a member of MMCT and only to the extent such action or claim is permitted to be brought against a member of a limited liability company under State law, to collect any such fees or taxes; and

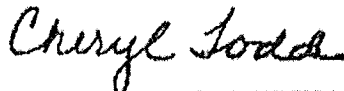
**BE IT FURTHER RESOLVED** that the Tribal Council hereby expressly and irrevocably consents to the venue of any such action in the Superior Court for the Judicial District of Hartford, Connecticut.

Dated this 21<sup>st</sup> day of June, 2017, at Uncasville, Connecticut.

THE MOHEGAN TRIBE OF INDIANS OF  
CONNECTICUT

By:   
Kevin P. Brown, Chairman

ATTEST:

  
Cheryl A. Todd, Recording Secretary

**THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT**  
**Resolution No. 2017-36**

*Approval of Amendments to the Compact and Memorandum of Understanding  
re: Commercial Casino Gaming Facility under State Law*

**WHEREAS**, the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") is an American Indian Tribe recognized by the government of the United States pursuant to the provisions of Title 25 of the Code of Federal Regulations, Part 83; and

**WHEREAS**, pursuant to Article IX, Section 2 of the Mohegan Tribe Constitution (the "Constitution"), the Mohegan Tribal Council ("Tribal Council") has the authority to exercise all executive and legislative powers reasonable and necessary to achieve the tribal goals set forth in the Constitution, including to promote the general welfare of the Mohegan Tribe; and

**WHEREAS**, the Tribal Council is vested with the authority to establish and enforce all ordinances providing for the maintenance of law, order and the administration of justice within the Mohegan Indian Reservation pursuant to Article IX, Section 2(n) of the Constitution and to establish procedures for the conduct of all tribal government and business operations pursuant to Article IX, Section 2(c) of the Constitution; and

**WHEREAS**, pursuant to Article IX, Section 2(a) of the Constitution, the Tribal Council is authorized to approve contracts or agreements with tribal, foreign, federal, state or local governments, with private persons or with corporate bodies; and

**WHEREAS**, on May 17, 1994 the Mohegan Tribe and the State of Connecticut (the "State") entered into a Tribal-State Compact (the "Compact") pursuant to the Indian Gaming Regulatory Act and a Memorandum of Understanding ("MOU") to set forth certain matters regarding implementation of the Compact; and

**WHEREAS**, the Mohegan Tribe desires to enter into certain agreements with the State (the "Amendments") to confirm that the enactment of State law to authorize a business entity jointly and exclusively owned by the Mohegan Tribe and the Mashantucket Pequot Tribal Nation to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Mohegan Tribe or the State under the Compact or the MOU or any benefits derived by any party therefrom and, accordingly, to amend certain provisions of the Compact and the MOU; and

**WHEREAS**, the Tribal Council, with the assistance of its staff and the Office of Legal Counsel, has reviewed the Amendments, which Amendments shall be substantially in the form attached hereto as Exhibit A, and desires to approve same.


**NOW, THEREFORE**, be it resolved that the Tribal Council, on behalf of the Mohegan Tribe, does hereby approve the Amendments, substantially in the form attached hereto as Exhibit A; and it is

**FURTHER RESOLVED**, that either Kevin P. Brown as Chairman or R. James Gessner, Jr. as Vice-Chairman of the Tribal Council be and hereby is authorized to execute and deliver the Amendments on behalf of the Mohegan Tribe; and it is

**FURTHER RESOLVED**, that any officer of the Tribal Council be and hereby is authorized to execute and deliver all other documents which may be necessary or appropriate in connection therewith, and to do and perform all other acts and things necessary, convenient or proper to carry out the foregoing.

Ratified and affirmed this 21<sup>st</sup> day of June, 2017, at Uncasville, Connecticut.

THE MOHEGAN TRIBE OF INDIANS OF  
CONNECTICUT

By:   
Kevin P. Brown, Chairman

ATTEST:

  
Cheryl A. Todd, Recording Secretary

EXHIBIT A

[Attached – Amendments]

AGREEMENT  
BETWEEN  
THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT  
AND  
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") entered into a Tribal-State Compact (the "Compact") on May 17, 1994 pursuant to the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §§ 2701 et seq. (the "Act"); and

The State and the Mohegan Tribe wish to confirm by this Agreement ("Agreement") that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Mohegan Tribe and the Mashantucket Pequot Tribal Nation (the "Mashantucket Pequot Tribe" and, together with the Mohegan Tribe, the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Mohegan Tribe or the State under the Compact or any benefits derived by any party therefrom.

1. The Mohegan Tribe and the State hereby agree that a change in State law to authorize the operation of any video games of chance for any purpose by a business entity jointly and exclusively owned by the Tribes shall not terminate the moratorium established under Section 15(a) of the Compact. Accordingly, the parties agree to modify the first sentence of Section 15(a) of the Compact to read:

Notwithstanding the provisions of section 3(a)(ix), the Tribe shall have no authority under this Compact to conduct Class III video facsimile games as defined pursuant to section 3(a)(ix) unless and until either: (i) it is determined by agreement between the Tribe and the State, or by a court of competent jurisdiction, that by virtue of the existing laws and regulations of the State the operation of video facsimiles of games of chance would not be unlawful on the ground that the Tribe is not located in a State that permits such gaming for any purpose by any person, organization, or entity within the meaning of 25 U.S.C. § 2710(d)(1)(B) (it being understood and agreed that there is a present controversy between the Tribe and the State in which the Tribe takes the position that such gaming is permitted under the existing laws of the State and the State takes the position that such gaming is not permitted under the existing laws of the State), provided that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe to operate video facsimiles of games of chance shall not be deemed a law that permits such gaming for any purpose by any person, organization, or entity within the meaning of 25 U.S.C. § 2710(d)(1)(B); or (ii) the existing laws or regulations of the State are amended to expressly authorize the operation of any video games of chance for any purpose by any person, organization or entity other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe.

2. The Mohegan Tribe and the State hereby agree to modify Section 17(d) of the Compact to read:

Nothing in this Compact shall be deemed to waive the right of the Tribe to request negotiations for a tribal-state compact with respect to a Class III gaming activity which is to be conducted on the Reservation but is not permitted under the provisions of this Compact, including forms of Class III gaming which were not permitted by the State for any purpose by any person, organization, or entity, other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe, at the time when this Compact was negotiated but are subsequently so permitted by the State, in accordance with 25 U.S.C. § 2710(d)(3)(A); provided, however, that this sub-section shall not be deemed to authorize the Tribe to initiate a new request for negotiations regarding the terms of this Compact applicable to forms of gaming authorized by section 3(a) of this Compact, except to the extent that existing state law relating to such forms of gaming are changed, other than a change in state law permitting a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe to engage in such gaming, or to the extent that the State voluntarily consents to such negotiations.

3. The Mohegan Tribe and the State agree to amend Section 2 of the Compact by adding the following subsection (dd):

(dd) "Business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe" means an entity owned exclusively by the Tribe and the Mashantucket Pequot Tribe in which the Tribe and the Mashantucket Pequot Tribe each maintain an equity ownership interest of not less than twenty-five (25) percent.

4. The Mohegan Tribe hereby waives any defense that it may have by virtue of its sovereign immunity to enable the State to enforce, in the United States District Courts, without the need to exhaust tribal remedies, the provisions of this Agreement and to enforce, in the United States District Courts, any award of injunctive relief or damages resulting therefrom, and the Mohegan Tribe further consents to the exercise of jurisdiction over such action and over the Mohegan Tribe by the United States District Courts with respect to such actions.

5. This Agreement shall become effective upon the occurrence of all of the following:

a. The Mashantucket Pequot Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mashantucket Agreement");

b. The Mohegan Tribe has adopted a tribal council resolution authorizing the execution of this Agreement and the amendments to the Compact therein, including the waiver of sovereign immunity set forth in paragraph 4;

c. The General Assembly of the State has approved this Agreement and the Mashantucket Pequot Agreement pursuant to C.G.S. Section 3-6c; and

d. This Agreement and the Mashantucket Pequot Agreement are approved or deemed approved by the United States Secretary of the Interior pursuant to the Indian Gaming Regulatory Act and its implementing regulations and notice thereof is published in the Federal Register.

6. Except as modified by this Agreement, the Compact remains in full force and effect.

STATE OF CONNECTICUT

MOHEGAN TRIBE OF INDIANS OF  
CONNECTICUT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT  
AND  
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") entered into a Memorandum of Understanding (the "MOU") on May 17, 1994, to set forth certain matters regarding implementation of the Mohegan Gaming Compact (the "Compact") and the Agreement resolving the Tribe's land claim against the State; and

The State and the Mohegan Tribe wish to confirm that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Mohegan Tribe and the Mashantucket Pequot Tribal Nation (the "Mashantucket Pequot Tribe" and, together with the Mohegan Tribe, the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Mohegan Tribe or the State under the MOU or any benefits derived by any party therefrom.

1. The Mohegan Tribe and the State hereby agree that a change in State law to authorize the operation of any video games of chance or other commercial casino games for any purpose by a business entity jointly and exclusively owned by the Tribes shall not affect the parties' rights and obligations under the MOU, including the Mohegan Tribe's obligation to contribute a percentage of the gross operating revenues of video facsimile games to the State as provided in the MOU. Accordingly, the parties agree to amend Paragraph 1 of the MOU to read:

In full settlement and satisfaction of certain controversies which have arisen between the parties hereto concerning the effect of the Compact on the operation of electronic lottery devices and other video facsimiles (as defined in the Compact), the State and the Tribe agree that, subject to all of the terms and conditions herein, the moratorium imposed by section 15(a) of the Compact on the operation by the Tribe of video facsimile games shall be suspended and, so long as the Tribe complies with the terms and conditions of this Memorandum of Understanding, the Tribe may operate video facsimiles ("video facsimiles") as defined in section 2(cc) of the Compact, subject to the requirements of section 7(c) of the Compact and the Technical Standards for Video Facsimile Games as



set forth in section 31 of Appendix A of the Compact. The Tribe agrees that, so long as no change in State law is enacted to permit the operating of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe, the Tribe will contribute to the State a sum (the "Contribution") equal to twenty five percent (25%) of gross operating revenues of video facsimile games operated by the Tribe less those reductions set forth in paragraphs (2) and (3) hereof. For purposes of this paragraph, gross operating revenues shall be defined to mean the total sum wagered less amounts paid out as prizes. The Contribution shall be payable on or before the fifteenth day of each month in an amount equal to: (i) twenty five percent (25%) of the gross operating revenues of the Tribe from the operation of video facsimiles during the portion of the fiscal year of the State concluding on the last day of the preceding calendar month, or, on July 15<sup>th</sup> of each year, twenty five percent (25%) of the gross operating revenues of the Tribe from the operation of video facsimiles during the preceding fiscal year of the State, less (ii) the cumulative Contribution paid by the Tribe prior to such date with respect to the operation of video facsimiles during the applicable fiscal year of the State. The Tribe shall provide the State with detailed reporting of the gross operating revenues of video facsimiles and the determination of the Contribution hereunder which shall be subject to audit by the State in accordance with the provisions of the Compact. Upon any failure by the Tribe to satisfy its obligations to the State hereunder, this Agreement shall cease to be of any force or effect and the moratorium established pursuant to section 15(a) of the Compact shall without any requirement for further action by either party be in full force and effect in accordance with its terms.

2. The parties hereby agree to amend Paragraph 7 of the MOU to read:

It is understood and agreed by the parties that this agreement constitutes an accommodation by both the State and the Tribe in order to satisfy their respective interests and to resolve the matters addressed by section 15(a) of the Compact in an orderly and non-adversarial manner, and does not constitute an admission or concession by either the State or the Tribe as to any legal or factual question which may otherwise arise pursuant to section 15(a) of the Compact. The Tribe agrees that so long as no change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe and no ~~other person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe lawfully operates video facsimile games or other commercial casino games, the Tribe shall not assert the right to operate video facsimile games except in accordance with this Memorandum of Understanding. In the event that any change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe or any ~~other person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe lawfully operates video facsimile games or other commercial casino games, the Tribe shall not be bound by the provisions of this Memorandum of Understanding so long as it does not claim any right to operate video facsimiles by virtue of this Memorandum of Understanding, but the Tribe may thereupon assert any rights which it may otherwise have under the Compact; provided, however, that in such event neither party shall be bound by any of the provisions

hereof nor shall either party be barred from taking any position inconsistent with this Memorandum of Understanding; and further provided, that in the event that the Mashantucket Pequot Tribe lawfully operates video facsimile games or other commercial casino games under the provisions of the Indian Gaming Regulatory Act, the Tribe shall not thereby be relieved of its obligations hereunder but shall continue to be bound by the provisions of paragraphs (1) through (5) of this Memorandum of Understanding so long as the Mashantucket Pequot Tribe makes a contribution to the State with respect to its operation of video facsimile games which is at least equivalent to that required pursuant to this Memorandum of Understanding. Nothing contained in this Memorandum of Understanding shall be utilized under any circumstances as evidence by either the State or the Tribe as to the intent of the Compact or the effect of any provision of the Compact or of any State or Federal law or regulation.

3. The Mohegan Tribe and the State agree to add the following as a new Paragraph 8 to the MOU:

8. For purposes of this Memorandum of Understanding, "business entity jointly and exclusively owned by the Tribe and the Mashantucket Pequot Tribe" means an entity owned exclusively by the Tribe and the Mashantucket Pequot Tribe in which the Tribe and the Mashantucket Pequot Tribe each maintain an equity ownership interest of not less than twenty-five (25) percent.

4. The Tribe and the State agree that the amendments to the MOU shall only be effective if:
- a. The Mashantucket Pequot Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mashantucket Pequot Agreement");
  - b. The Tribe has adopted a tribal council resolution authorizing the execution of this agreement and the amendments to the MOU herein;
  - c. The General Assembly of the State has approved this agreement to amend the MOU and the Mashantucket Pequot Agreement under C.G.S. Section 3-6c; and
  - d. The Mashantucket Pequot Agreement and this agreement are approved or deemed approved by the United States Secretary of the Interior pursuant to the Indian Gaming Regulatory Act and its implementing regulations.
5. Except as modified by this agreement, the MOU remains in full force and effect.

STATE OF CONNECTICUT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MOHEGAN TRIBE OF INDIANS OF CONNECTICUT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

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A0A501010.999900253G]

**Indian Gaming; Tribal-State Class III Gaming Compact Taking Effect in the State of Connecticut**

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** The notice announces that the Tribal-State Class III Gaming Compact Amendment entered into between the Mohegan Tribe of Indians of Connecticut and the State of Connecticut is taking effect.

**DATES:** This compact takes effect on June 1, 2018.

**FOR FURTHER INFORMATION CONTACT:** Ms. Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219-4066.

**SUPPLEMENTARY INFORMATION:** Under section 11 of the Indian Gaming Regulatory Act (IGRA) Public Law 100-497, 25 U.S.C. 2701 *et seq.*, the Secretary of the Interior (Secretary) shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Secretary took no action on the Amendment to the compact between the Mohegan Tribe of Indians of Connecticut and the State of Connecticut within 45 days of its submission. Therefore, the Amendment is considered to have been approved, but only to the extent the Amendment is consistent with IGRA. *See* 25 U.S.C. 2710(d)(8)(C).

Dated: May 25, 2018.

**John Tahsuda,**

*Principal Deputy Assistant Secretary—Indian Affairs, Exercising the Authority of the Acting Assistant Secretary—Indian Affairs.*

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**BILLING CODE** 4337-15-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

[LLNVS01000. L51010000.PQ0000.  
LVRWF1201670; N-90788; MO#  
4500110426]

**Notice of Intent To Prepare an Environmental Impact Statement and a Notice of Segregation for the Proposed Yellow Pine Solar Project, Clark County, NV**

**AGENCY:** Bureau of Land Management, Department of the Interior.

**ACTION:** Notice of intent.

**SUMMARY:** As requested by Yellow Pine Solar, LLC, and in compliance with the National Environmental Policy Act of 1969, as amended (NEPA), the BLM Las Vegas Field Office will prepare an Environmental Impact Statement (EIS) for a proposed solar project located approximately 10 miles southeast of Pahrump, Nevada, and approximately 32 miles west of Las Vegas, Nevada. Publication of this Notice initiates the scoping process and opens a 90-day public comment period. Publication of this Notice also serves to segregate the public lands from appropriation under the public land laws, including location and entry under the Mining Law, but not disposal under the Mineral Leasing Act or the Materials Act, subject to valid existing rights. This Notice initiates the public scoping process and the segregation.

**DATES:** Comments on issues may be submitted in writing until August 30, 2018. The date(s) and location(s) of any scoping meetings will be announced at least 15 days in advance through local news media and the BLM website at: <https://goo.gl/gNbjnz>. Comments must be received prior to the close of the scoping period or 15 days after the last public meeting, whichever is later, to be included in the Draft EIS. The BLM will provide additional opportunities for public participation upon publication of the Draft EIS.

**ADDRESSES:** Submit comments related to the project by any of the following methods:

- *Email:* [blm\\_nv\\_snd0\\_yellowpine@blm.gov](mailto:blm_nv_snd0_yellowpine@blm.gov)
- *Fax:* (702) 515-5073, attention Nicollee Gaddis
- *Mail:* BLM, Las Vegas Field Office, Attn: Nicollee Gaddis, 4701 North Torrey Pines Drive, Las Vegas, NV 89130-2301

**FOR FURTHER INFORMATION CONTACT:** For further information and/or to have your name added to the mailing list, send requests to: Nicollee Gaddis, Renewable

Energy Project Manager, at telephone (702) 515-5136; or address 4701 North Torrey Pines Drive, Las Vegas, NV 89130-2301; or email [blm\\_nv\\_snd0\\_yellowpine@blm.gov](mailto:blm_nv_snd0_yellowpine@blm.gov). Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service (FRS) at 1-800-877-8339 to contact the above individual during normal business hours. The FRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

**SUPPLEMENTARY INFORMATION:** In 2016, Yellow Pine Solar, LLC requested an amended right-of-way (ROW) authorization for the construction, operation, maintenance, and decommissioning of a 250-megawatt (MW) photovoltaic (PV) power plant that would provide renewable energy to Nevada's electrical transmission grid. In 2011, the original ROW application was filed by Boulevard Associates, LLC, a subsidiary of NextEra Energy Resources, LLC, and the project is thus not subject to the decisions adopted by the 2012 Western Solar Plan, the BLM's Record of Decision (ROD) for Solar Energy Development in Six Southwestern States (BLM 2012).

The proposed project includes 9,290 acres of lands managed by the BLM. The project is located in Clark County at the intersection of Nevada State Route 160 and Tecopa Road, approximately 10 miles southeast of Pahrump, Nevada and approximately 32 miles west of Las Vegas.

The purpose of the public scoping process is to determine relevant issues that will influence the scope of the environmental analysis, including alternatives, and guide the process for developing the EIS. At present, the BLM has identified the following preliminary issues: Threatened and endangered species, cultural resources, visual resources, surface water, recreation, socioeconomic effects, and cumulative impacts. The congressionally designated Old Spanish National Historic Trail crosses the area. Habitat for the federally listed desert tortoise is in this proposal area.

The BLM will consult with Native American tribes on a government-to-government basis in accordance with applicable laws, regulations, Executive Order 13175, and other policies. Tribal concerns will be given due consideration, including any impacts on Indian Trust assets. Federal, State, and local agencies, along with other stakeholders that may be interested or affected by the BLM's decision on this project, are invited to participate in the