

AGREEMENT  
BETWEEN  
THE MASHANTUCKET PEQUOT TRIBE  
AND  
THE STATE OF CONNECTICUT

The Mashantucket Pequot Tribe (the "Tribe") is the owner and operator of a gaming facility on the Mashantucket Pequot Reservation pursuant to the Final Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (May 31, 1991) (the "Procedures") and the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §§ 2701 et seq.

The State and the 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 of Indians of Connecticut (the "Mohegan Tribe") and the Tribe (together the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Tribe under the Procedures or any benefits derived by any party therefrom.

1. The 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 Procedures. Accordingly, the parties agree to modify the first sentence of Section 15(a) of the Procedures 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)~~(a) 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 Mohegan Tribe of Indians of Connecticut 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 Mohegan Tribe of Indians of Connecticut.

2. The Tribe and the State hereby agree to modify Section 17(d) of the Procedures 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 Mohegan Tribe of Indians of Connecticut, 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 Mohegan Tribe of Indians of Connecticut to engage in such gaming, or to the extent that the State voluntarily consents to such negotiations.

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

(dd) "Business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe of Indians of Connecticut" means an entity owned exclusively by the Tribe and the Mohegan Tribe of Indians of Connecticut in which the Tribe and the Mohegan Tribe of Indians of Connecticut 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 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 Tribe further consents to the exercise of jurisdiction over such action and over the 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 Mohegan Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mohegan Agreement");
- b. The Tribe has adopted a tribal council resolution authorizing the execution

of this Agreement and the amendments to the Procedures 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 Mohegan Agreement pursuant to C.G.S. Section 3-6c; and

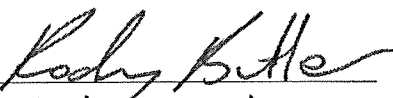
d. This Agreement and the Mohegan Agreement are approved or deemed approved by the United States Secretary of the Interior pursuant to the Indian Gaming Regulatory Act and its implementing regulations and notice thereof is published in the Federal Register.

6. Except as modified by this Agreement, the Procedures remain in full force and effect.

STATE OF CONNECTICUT

MASHANTUCKET PEQUOT TRIBE

By:   
Name: Dannel P. Malloy  
Title: Governor of Connecticut  
Date: July 20, 2017

By:   
Name: Rodney Butler  
Title: Chairman, Mashantucket Pequot Tribe  
Date: July 20, 2017

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MASHANTUCKET PEQUOT TRIBE  
AND  
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mashantucket Pequot Tribe (the "Tribe") entered into a Memorandum of Understanding on January 13, 1993, as amended on April 30, 1993 and April 25, 1994 (the "MOU"), to set forth certain matters regarding implementation of the final Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (May 31, 1991) (the "Procedures"); and

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

1. The 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 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 Procedures on the operation of electronic lottery devices and other video facsimiles (as defined in the Procedures), 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 Procedures 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 Procedures, subject to the requirements of section 7(c) of the Procedures and the Technical Standards for Video Facsimile Games as set forth in section 31 of Appendix A of the Procedures. 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 Mohegan Tribe

and no other person within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe lawfully operates video facsimiles or other commercial casino games, 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. 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, including any Minimum Contribution paid by the Tribe pursuant to paragraph (2) below. The Tribe shall provide the State with detailed reporting of the gross operating revenues of video facsimile devices and the determination of the Contribution hereunder which shall be subject to audit by the State in accordance with the provisions of the Procedures. Upon any failure by the Tribe to satisfy its obligations to the State hereunder, this Memorandum of Agreement shall cease to be of any force or effect and the moratorium established pursuant to section 15(a) of the Procedures 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 3 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 Procedures 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 questions which might otherwise arise pursuant to section 15(a) of the Procedures. 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 Mohegan Tribe and no other person within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan 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 Mohegan Tribe or any other person within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan 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 facsimile games by virtue of this Memorandum of Understanding, but the Tribe may thereupon assert any rights which it may otherwise have under the Procedures; 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 Mohegan 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, subject to the provisions of paragraph (4) hereof, continue to be bound by the provisions of this Memorandum of Understanding so long as the Mohegan 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 the Memorandum of Understanding of even date entered into between the Mohegan Tribe and the State as appended hereto as an Exhibit. 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 Procedures or the effect of any provision of the Procedures or of any State or Federal law or regulation.

3. The Tribe and the State agree to add the following as a new Paragraph 5 to the MOU:

5. For purposes of this Memorandum of Understanding, "business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe" means an entity owned exclusively by the Tribe and the Mohegan Tribe in which the Tribe and the Mohegan 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:

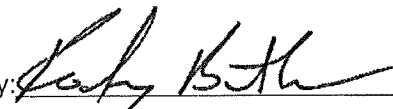
- a. The Mohegan Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mohegan Agreement");
- b. The Tribe has adopted a tribal council resolution authorizing the execution of this agreement and the amendments to the MOU herein;
- c. The General Assembly of the State has approved this agreement to amend the MOU and the Mohegan Agreement under C.G.S. Section 3-6c; and
- d. The Mohegan 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

MASHANTUCKET PEQUOT TRIBE

By: 

By: 

Name: Daniel P. Malloy

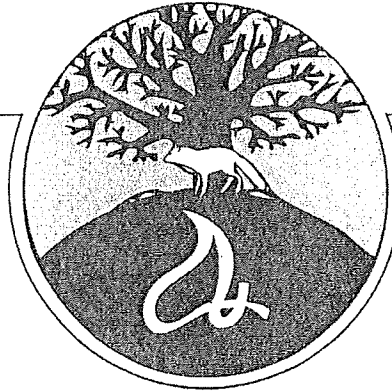
Name: Rodney Butler

Title: Governor of Connecticut

Title: Chairman, Mashantucket Pequot Tribe

Date: July 20, 2017

Date: July 20, 2017



RESOLUTION NUMBER TCR060817-02 of 06  
OF THE  
MASHANTUCKET PEQUOT TRIBAL COUNCIL,  
THE GOVERNING BODY  
OF THE  
MASHANTUCKET PEQUOT TRIBE

Approval of Agreement with the State of Connecticut to Amend the  
Final Mashantucket Pequot Gaming Procedures 56 Fed. Reg. 24996 (May 31, 1991);  
Approval of the Agreement to amend the Memorandum of Understanding between the  
State of Connecticut and the Mashantucket Pequot Tribe dated January 13, 1993 as  
Amended on April 30, 1993 and April 25, 1994

**WHEREAS**, the Mashantucket Pequot Tribe (the "Tribe") also known as the Mashantucket Pequot Tribal Nation (the "Tribe") is a federally-recognized, Indian Tribe; and

**WHEREAS**, the Mashantucket Pequot Tribal Council (the "Council") is the duly-authorized Governing Body of the Tribe pursuant to the Constitution and By-Laws of the Tribe, and is a federally-recognized, Indian Tribal Government; and

**WHEREAS**, the Mission Statement of the Mashantucket Pequot Tribal Nation pursuant to TCR022499-01 states, "...the ultimate goal is to protect and advance the Sovereign Rights of the Tribal Nation in order to build and preserve a cultural, social and economic foundation that can never be undermined or destroyed."; and

**WHEREAS**, the Mission Statement of the Tribal Council, as amended pursuant to TCR011410-03, is to preserve, protect and advance the Mission Statement of the Tribe for the benefit of the Mashantucket Pequot Tribal Nation; and

**WHEREAS**, on May 31, 1991, the Final Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (May 31, 1991) ("Gaming Procedures") were issued by the United States Secretary of the Interior;



**RESOLUTION NUMBER TCR060817-02 OF 06**

**WHEREAS**, on January 13, 1993, the Tribe entered a memorandum of understanding with the State of Connecticut (amended on April 30, 1993 and April 25, 1994) ("MOU") to set forth certain matters regarding implementation of the Gaming Procedures; and

**WHEREAS**, the 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 Mashantucket Pequot Tribe and the Mohegan Tribe to own and operate a commercial casino gaming facility in the State of Connecticut shall not affect the rights and responsibilities of the Mashantucket Pequot Tribal Nation, the Mohegan Tribe or the State under the Gaming Procedures or the MOU or any benefits derived by any party therefrom and, accordingly, to amend certain provisions of the Gaming Procedures 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.

**THEREFORE BE IT RESOLVED**, that the Mashantucket Pequot Tribal Council hereby approves the Amendments, substantially in the form attached hereto as *Exhibit A*.

**BE IT FURTHER RESOLVED**, that either Rodney A. Butler, as Chairman of the Tribal Council or Richard Sebastian, as the Vice-Chairman of the Tribal Council is hereby authorized to execute and deliver the Amendments on behalf of the Mashantucket Pequot Tribe.

**BE IT FINALLY RESOLVED**, that any officer of the Tribal Council is hereby 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.


RESOLUTION NUMBER TCR060817-02 OF 06

Upon motion duly made and seconded, the foregoing Resolution was adopted by the following vote:

Number of "Nucks" (Yes) Votes	5
Number of "Mata" (No) Votes	1
Number of "Tata" (Abstentions)	1
Number of Absent Members	0

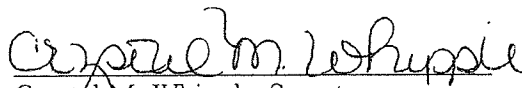
CERTIFICATION

I, the undersigned, Rodney A. Butler, Chairman of the Mashantucket Pequot Tribal Council, do hereby certify that the Mashantucket Pequot Tribal Council is composed of SEVEN (7) members of whom SEVEN (7) were present, thereby constituting a quorum, at a duly called Mashantucket Pequot Tribal Council Meeting held on the 8th day of June, 2017; and that the foregoing Resolution was adopted by the affirmative vote of FIVE (5) members.

  
Rodney A. Butler, Chairman  
Mashantucket Pequot Tribal Council

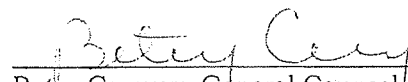
Date: 7/7/17

ATTEST:

  
Crystal M. Whipple, Secretary  
Mashantucket Pequot Tribal Council

Date: 7/6/17

APPROVED AS TO FORM:

  
Betsy Conway, General Counsel  
Office of Legal Counsel

Date: 6/13/17

AGREEMENT  
BETWEEN  
THE MASHANTUCKET PEQUOT TRIBE  
AND  
THE STATE OF CONNECTICUT

The Mashantucket Pequot Tribe (the "Tribe") is the owner and operator of a gaming facility on the Mashantucket Pequot Reservation pursuant to the Final Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (May 31, 1991) (the "Procedures") and the provisions of the Indian Gaming Regulatory Act, Pub.L. 100-297, 25 U.S.C. §§2701 et seq.

The State and the 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 of Indians of Connecticut (the "Mohegan Tribe") and the Tribe (together the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Tribe under the Procedures or any benefits derived by any party therefrom.

1. The 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 Procedures. Accordingly, the parties agree to modify the first sentence of Section 15(a) of the Procedures 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: (ia) 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 Mohegan Tribe of Indians of Connecticut 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 Mohegan Tribe of Indians of Connecticut.

2. The Tribe and the State hereby agree to modify Section 17(d) of the Procedures 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 Mohegan Tribe of Indians of Connecticut, 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 Mohegan Tribe of Indians of Connecticut to engage in such gaming, or to the extent that the State voluntarily consents to such negotiations.

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

(dd) "Business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe of Indians of Connecticut" means an entity created under State law owned exclusively by the Tribe and the Mohegan Tribe of Indians of Connecticut in which the Tribe and the Mohegan Tribe of Indians of Connecticut each maintain an equity ownership interest of not less than [25] percent.

4. The 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 Tribe further consents to the exercise of jurisdiction over such action and over the 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 Mohegan Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mohegan Agreement");
- b. The Tribe has adopted a tribal council resolution authorizing the execution of this Agreement and the amendments to the Procedures 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 Mohegan Agreement pursuant to C.G.S. Section 3-6c or otherwise; and

d. The Secretary of the Interior has approved this Agreement and the Mohegan Agreement, and amended the Procedures pursuant to applicable law and published notice thereof in the Federal Register.

6. Except as modified by this Agreement, the Procedures remain in full force and effect.

STATE OF CONNECTICUT

MASHANTUCKET PEQUOT TRIBE

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MASHANTUCKET PEQUOT TRIBE  
AND  
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mashantucket Pequot Tribe (the "Tribe") entered into a Memorandum of Understanding on January 13, 1993, as amended on April 30, 1993 and April 25, 1994 (the "MOU"), to set forth certain matters regarding implementation of the final Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (the "Procedures"); and

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

1. The 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 affect the parties' rights and obligations under 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 Procedures on the operation of electronic lottery devices and other video facsimiles (as defined in the Procedures), 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 Procedures 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 Procedures, subject to the requirements of section 7(c) of the Procedures and the Technical Standards for Video Facsimile Games as set forth in section 31 of Appendix A of the Procedures. 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 Mohegan Tribe and no ~~other person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe lawfully operates video facsimiles or other commercial casino games, 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. 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, including any Minimum Contribution paid by the Tribe pursuant to paragraph (2) below. The Tribe shall provide the State with detailed reporting of the gross operating revenues of video facsimile devices and the determination of the Contribution hereunder which shall be subject to audit by the State in accordance with the provisions of the Procedures. Upon any failure by the Tribe to satisfy its obligations to the State hereunder, this Memorandum of Agreement shall cease to be of any force or effect and the moratorium established pursuant to section 15(a) of the Procedures 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 3 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 Procedures 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 questions which might otherwise arise pursuant to section 15(a) of the Procedures. 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 Mohegan Tribe and no ~~other-person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan 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 Mohegan Tribe or any ~~other-person~~ within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan 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 facsimile games by virtue of this Memorandum of Understanding, but the Tribe may thereupon assert any rights which it may otherwise have under the Procedures; 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 Mohegan 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, subject to the provisions of paragraph (4) hereof,

continue to be bound by the provisions of this Memorandum of Understanding so long as the Mohegan 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 the Memorandum of Understanding of even date entered into between the Mohegan Tribe and the State as appended hereto as an Exhibit. 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 Procedures or the effect of any provision of the Procedures or of any State or Federal law or regulation.

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

a. The Mohegan Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mohegan 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 Mohegan Agreement under C.G.S. Section 3-6c or otherwise; and

d. The United States Secretary of the Interior has approved the Mohegan Agreement and this agreement.

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

STATE OF CONNECTICUT

MASHANTUCKET PEQUOT TRIBE

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

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

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

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

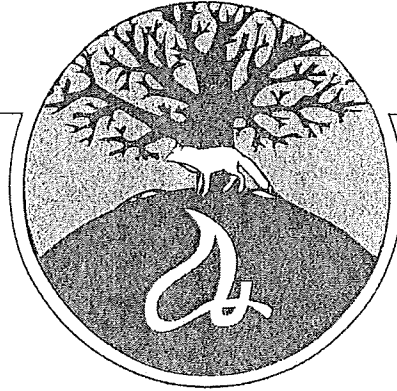
Title: \_\_\_\_\_

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

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

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





**RESOLUTION NUMBER TCR062217-02 of 07  
OF THE  
MASHANTUCKET PEQUOT TRIBAL COUNCIL,  
THE GOVERNING BODY  
OF THE  
MASHANTUCKET PEQUOT TRIBE**

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

**WHEREAS**, the Mashantucket Pequot Tribe (the "Tribe") also known as the Mashantucket Pequot Tribal Nation (the "Tribe") is a federally-recognized, Indian Tribe; and

**WHEREAS**, the Mashantucket Pequot Tribal Council (the "Council") is the duly-authorized Governing Body of the Tribe pursuant to the Constitution and By-Laws of the Tribe, and is a federally-recognized, Indian Tribal Government; and

**WHEREAS**, the Mission Statement of the Mashantucket Pequot Tribal Nation pursuant to TCR022499-01 states, "...the ultimate goal is to protect and advance the Sovereign Rights of the Tribal Nation in order to build and preserve a cultural, social and economic foundation that can never be undermined or destroyed."; and

**WHEREAS**, the Mission Statement of the Tribal Council, as amended pursuant to TCR011410-03, is to preserve, protect and advance the Mission Statement of the Tribe for the benefit of the Mashantucket Pequot Tribal Nation; 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 Tribe; and

RESOLUTION NUMBER TCR062217-02 OF 07

WHEREAS, MMCT is authorized pursuant to Connecticut Public Act 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 Tribe and the Mohegan 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 any fees or taxes, while preserving any other defenses available to the tribes, and 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, Connecticut; and

WHEREAS, the Tribal Council, in connection with the Authorization, hereby adopts the following resolutions on behalf of the Mashantucket Pequot Tribal Nation.

**THEREFORE 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 Mashantucket Pequot Tribal Nation hereby expressly and irrevocably waives its sovereign immunity from suit in the state courts of the State of Connecticut, to permit an action or claim by the State against the Tribe, 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.

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

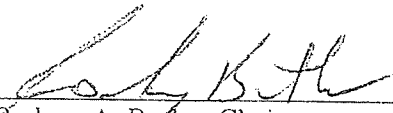
RESOLUTION NUMBER TCR062217-02 OF 07

Upon motion duly made and seconded, the foregoing Resolution was adopted by the following vote:

Number of "Nucks" (Yes) Votes	5
Number of "Mata" (No) Votes	2
Number of "Tata" (Abstentions)	0
Number of Absent Members	0

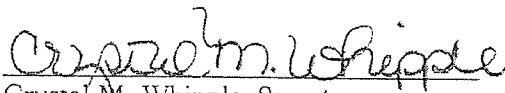
CERTIFICATION

I, the undersigned, Rodney A. Butler, Chairman of the Mashantucket Pequot Tribal Council, do hereby certify that the Mashantucket Pequot Tribal Council is composed of SEVEN (7) members of whom SEVEN (7) were present, thereby constituting a quorum, at a duly called Mashantucket Pequot Tribal Council Meeting held on the 22nd day of June, 2017; and that the foregoing Resolution was adopted by the affirmative vote of SPELL OUT NUMERAL (insert numeral) members.

  
\_\_\_\_\_  
Rodney A. Butler, Chairman  
Mashantucket Pequot Tribal Council

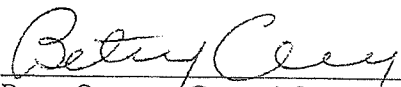
Date: 7/19/17

ATTEST:

  
\_\_\_\_\_  
Crystal M. Whipple, Secretary  
Mashantucket Pequot Tribal Council

Date: 7/19/17

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Betsy Conway, General Counsel  
Office of Legal Counsel

Date: 7/18/17

for unavoidable loss of suitable upland habitat by the funding of an appropriate mitigation project through a Service-approved third party mitigation and conservation account.

**Preliminary Determinations**

The Service has made preliminary determinations that issuance of these incidental take permits is neither a major Federal action that will significantly affect the quality of the human environment within the meaning of section 102(2)(C) of the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 *et seq.*), nor will they individually or cumulatively have more than a negligible effect on the species covered in the HCPs. The Service considers the impacts of the La Laguna Los Alamos Project on the California tiger salamander to be minor, as the project includes the permanent protection of 34 acres of suitable, high-quality habitat in a conservation easement. The Service considers the impacts of the Phillips 66 Idle Pipeline 352x4 Abandonment Project on the California tiger salamander to be minor, as the affected area is small (approximately 1.22 acres) and of low habitat quality. Therefore, based on this preliminary determination, both permits qualify for a categorical exclusion under NEPA.

**Public Comments**

If you wish to comment on the permit applications, draft HCPs, or associated documents, you may submit comments by one of the methods in **ADDRESSES**.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public view, we cannot guarantee that we will be able to do so.

**Authority**

We provide this notice under section 10 of the ESA (16 U.S.C. 1531 *et seq.*) and NEPA regulations (40 CFR 1506.6).

**Stephen Henry,**

*Field Supervisor, Ventura Fish and Wildlife Office, Ventura, California.*

[FR Doc. 2019-05613 Filed 3-22-19; 8:45 am]

BILLING CODE 4333-15-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

[190A2100DD/AAKC001030/A0A501010.999900253G]

**Indian Gaming; Amendment to Class III Gaming Procedures for the Mashantucket Pequot Tribe**

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

**ACTION:** Notice.

**SUMMARY:** The notice announces Amendments to the Mashantucket Pequot Tribe Gaming Procedures.

**DATES:** March 25, 2019.

**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 the Indian Gaming Regulatory Act (IGRA), Public Law 100-497, 25 U.S.C. 2701 *et seq.*, upon the occurrence of certain circumstances the Secretary of the Interior (Secretary) shall issue procedures providing for the operation of Class III gaming by an Indian Tribe. On May 31, 1991, the Secretary published a Notice of Final Mashantucket Gaming Procedures (Procedures) in the **Federal Register**. See 56 FR 24996. On August 2, 2017, the Mashantucket Pequot Tribe (Tribe) submitted proposed amendments to the Tribe's Procedures (Procedures Amendments), along with resolutions of the Connecticut General Assembly, signed by the Governor, indicating the State of Connecticut's (State) support and approval of the Procedures Amendments, as well as proposed amendments to the Tribal-State Memorandum of Understanding (MOU Amendments). The Department did not approve or disapprove the proposed Procedures Amendments or MOU Amendments at that time.

After further consultations with the Tribe, the Assistant Secretary—Indian Affairs publishes this notice that on March 15, 2019, she approved the proposed amendments to the Tribe's Procedures. Additionally, on March 19, 2019, the Assistant Secretary—Indian Affairs approved the Tribal-State MOU dated January 13, 1993, as amended on April 30, 1993, and April 25, 1994, as well as the MOU Amendments submitted on August 2, 2017.

Dated: March 19, 2019.

Tara M. Sweeney,  
*Assistant Secretary—Indian Affairs.*

[FR Doc. 2019-05683 Filed 3-21-19; 11:15 am]

BILLING CODE 4337-15-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Safety and Environmental Enforcement**

[DOI-2018-0015; 19XE1700DX EECC00000 EX1EX000.G40000]

**Privacy Act of 1974; System of Records**

**AGENCY:** Bureau of Safety and Environmental Enforcement, Interior.

**ACTION:** Rescindment of a system of records notice.

**SUMMARY:** The Department of the Interior, Bureau of Safety and Environmental Enforcement is issuing a public notice of its intent to rescind the Privacy Act system of records notice, INTERIOR/MMS-12, Lessee/Operator Training Files from its existing inventory. The Lessee/Operator Training Files system of records was managed by the former Minerals Management Service in accordance with the Well Control and Production Safety Training regulation. Under this regulation, the Minerals Management Service accredited institutions to train lessee and operator personnel and to certify that they were competent and safe to work on the Outer Continental Shelf. Revisions to the regulation in October 2000 eliminated requirements for the Minerals Management Service to accredit institutions and for those institutions to provide copies of training certificates on individuals to the Minerals Management Service. The materials associated with these eliminated requirements were the subject matter of the relevant system of records. Subsequently, upon the dissolution of the Minerals Management Service, the responsibility for this system of records was transferred to the Bureau of Safety and Environmental Enforcement, which is now formally rescinding the INTERIOR/MMS-12, Lessee/Operator Training Files system of records notice.

**DATES:** These changes take effect upon publication.

**ADDRESSES:** You may submit comments, identified by docket number [DOI-2018-0015], by any of the following methods:

- *Federal e-Rulemaking Portal:* <http://www.regulations.gov>. Follow the instructions for submitting comments.



This document is scheduled to be published in the Federal Register on 03/25/2019 and available online at <https://federalregister.gov/d/2019-05683>, and on [govinfo.gov](http://govinfo.gov)

(4337-15-P)

**DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

**[190A2100DD/AAKC001030/A0A501010.999900253G]**

**Indian Gaming; Amendment to Class III Gaming Procedures for the Mashantucket Pequot Tribe.**

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

**ACTION:** Notice.

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**SUMMARY:** The notice announces Amendments to the Mashantucket Pequot Tribe Gaming Procedures.

**DATES:** [Insert date of publication in the FEDERAL REGISTER].

**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 the Indian Gaming Regulatory Act (IGRA), Public Law 100–497, 25 U.S.C. 2701 *et seq.*, upon the occurrence of certain circumstances the Secretary of the Interior (Secretary) shall issue procedures providing for the operation of Class III gaming by an Indian Tribe. On May 31, 1991, the Secretary published a Notice of Final Mashantucket Gaming Procedures (Procedures) in the Federal Register. See 56 FR 24996. On August 2, 2017, the Mashantucket Pequot Tribe (Tribe) submitted

proposed amendments to the Tribe's Procedures (Procedures Amendments), along with resolutions of the Connecticut General Assembly, signed by the Governor, indicating the State of Connecticut's (State) support and approval of the Procedures Amendments, as well as proposed amendments to the Tribal-State Memorandum of Understanding (MOU Amendments). The Department did not approve or disapprove the proposed Procedures Amendments or MOU Amendments at that time.

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Dated: March 19, 2019.

Tara M. Sweeney,  
Assistant Secretary – Indian Affairs.  
[FR Doc. 2019-05683 Filed: 3/21/2019 11:15 am; Publication Date: 3/25/2019]