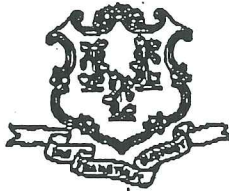


Signed true - P.2
again on 5/17/94

Mohegan Agreements



AGREEMENT

IT IS HEREBY AGREED between the parties that the various outstanding unresolved issues extant between them shall be finally settled in accordance with the terms of this Agreement (hereafter referred to as the "Agreement") and upon its approval by the United States Congress. For the purpose of this Agreement, the parties shall be named and defined, as follows:

The Mohegan Tribe of Indians of Connecticut (hereafter referred to as the "Mohegan Tribe") is recognized by the United States, pursuant to 25 C.F.R. § 83, and by the State of Connecticut, pursuant to Conn. Gen. Stat. § 47-59a(b), and is an American Indian tribe with a written Constitution and Bylaws and has existed as an Indian tribe in Connecticut from time immemorial. The Mohegan Tribe approves this Agreement through its duly recognized and authorized Tribal Council and its approval of this Agreement will bind the Mohegan Tribe and any predecessor or successor in interest and all members thereof.

The State of Connecticut, through its chief executive officer, approves this Agreement and its approval shall bind the State of Connecticut its agencies, political subdivisions,

constitutional officers and officials of its agencies and subdivisions.

The term "lands or natural resources," as used in this Agreement, shall mean any real property or natural resources, or any interest in or right involving any real property or natural resource, including but not limited to minerals and mineral rights, timber and timber rights, water and water rights, and rights to hunt and fish.

WITNESSETH:

WHEREAS, the parties recognize that a resolution of the Tribe's land claim against the state could not have been reached without an extinguishment of any and all outstanding or potential claims the Mohegan Tribe might have against the State of Connecticut, which may have arisen at any time prior to the effective date of this Agreement; and

WHEREAS, the parties further recognize that implementation of this settlement will require action by the United States Congress; and

WHEREAS, it is the intent of this Agreement to resolve all outstanding land disputes and differences between the State of Connecticut and the Mohegan Tribe, and in particular, to extinguish all claims of the Mohegan Tribe presently in existence or arising out of any previous actions, inactions, or duties of the State of Connecticut, as well as to satisfy the need of the Mohegan Tribe for tribal lands, so that the future relations between the State of Connecticut, its citizens and the Mohegan

Tribe will be one of harmony, cooperation, friendship and peace, and

WHEREAS, the parties also desire to avoid litigation concerning the existence and scope of the State's present obligation pursuant to the Indian Gaming Regulatory Act to negotiate with the Tribe in good faith to enter into a Tribal-State compact governing the conduct of gaming activities on the Tribe's lands, and concerning the scope of executive authority to enter into such a compact; and

WHEREAS, the parties recognize that a settlement of all disputes concerning the application to the Tribe of the Indian Gaming Regulatory Act is essential to permit a comprehensive settlement of the disputes between the parties including resolution of the Tribe's land claims; and

WHEREAS, the parties anticipate that if not promptly resolved by compromise such disputes would lead to litigation and would likely result in submission of the matter to binding mediation in accordance with the Indian Gaming Regulatory Act, at which time the State would be prepared to propose a Tribal-State gaming compact identical to the Proposal of the State of Connecticut for a Tribal-State compact between the Mashantucket Pequot Tribe and the State of Connecticut as submitted by the Attorney General on behalf of the State of Connecticut to Henry J. Naruk, Mediator, in Civil Action No. H89-717, United States District Court for the District of Connecticut, as modified at the request of the State as set forth in the Final Mashantucket Pequot Gaming Procedures, 56 Fed.Reg. 24996 (May 31, 1991), and the Tribe would be prepared

to propose a Tribal-State gaming compact on terms substantially different from such State proposal (including but not limited to an unqualified right to operate electronic gaming devices); and

WHEREAS, the Tribe is presently prepared to accept the State's proposal for a Tribal-State gaming compact as so defined in order to expeditiously settle all controversies regarding the application to the Tribe of the Indian Gaming Regulatory Act and the State is presently prepared to execute such a compact with the Tribe in order to settle such controversies and avoid the risks of litigation and mediation of such matters.

NOW, THEREFORE, THE MOHEGAN TRIBE AND THE STATE OF CONNECTICUT AGREE, AS FOLLOWS:

1. Commitments of the Mohegan Tribe. The Mohegan Tribe agrees:

a. To the extinguishment of any right, title, interest, or claim the Mohegan Tribe may now possess in any public or private lands or natural resources in Connecticut, other than certain "excepted interests" consisting of: (1) any lands conveyed to the United States in trust for the Mohegan Tribe as part of its initial Indian Reservation, as set forth in Exhibit B, pursuant to this agreement and (2) Fort Shantok State Park, as set forth in Exhibit A.

The rights, titles, interests and claims outside the "excepted interests" which are being extinguished or waived by the Mohegan Tribe, include:

(i) any and all claims the Mohegan Tribe might have to any

public or private lands or natural resources in Connecticut which are based upon claims of aboriginal title;

(ii) any and all other claims the Mohegan Tribe might have to any public or private lands or natural resources in Connecticut, such as claims or rights based on recognized title, including but not limited to: (1) any claim the Mohegan Tribe might have to the tribal sequestered lands bounded out to the Tribe in 1684, consisting of some 20,480 acres lying between the Thames River, New London bounds, Norwich bounds and Colchester bounds; (2) any claim the Mohegan Tribe might have based on a survey under the authority of the Connecticut General Assembly in 1736 of lands reserved and sequestered by the General Assembly for the sole use and improvement of the Mohegan Indian Tribe; (3) any claim the Mohegan Tribe might have based on any action by the State in 1860, 1861 or otherwise to allot, re-allot, and/or confirm any lands of the Mohegan Tribe to individual Indians or other persons.

b. To the extinguishment of any and all other claims, without regard to the "excepted interests" specified above in paragraph 1a:

(i) arising out of any alleged breach of fiduciary relationship between the Mohegan Tribe and the State of Connecticut, acting in a capacity as Trustee for the Mohegan Tribe, arising out of any actions or inactions by the State of Connecticut, prior to the date this Agreement is executed by the parties;

(ii) for trespass damages or use and occupancy of any lands or natural resources in the State of Connecticut occurring prior

to the date this Agreement is executed by the parties. The Mohegan Tribe also agrees to waive any and all claims arising between the execution and the effective date of this Agreement for trespass or use and occupancy of any lands or natural resources.

(iii) that might have been brought by the Mohegan Tribe against the State of Connecticut related to any of the matters listed in this paragraph 1, or arising out of any actions or inactions whatsoever by the State of Connecticut, including but not limited to tort, tax, contract or constitutional claims prior to the date this Agreement is executed by the parties.

c. To limit the location of any tribal Gaming operations as defined in section 2(k) of the compact referred to in subsection 2b below, to a single site not to exceed 700 acres.

d. To submit all gaming-related development, including but not limited to design, construction, renovation and demolition of any improvements and appurtenances to real property, buildings, plants, structures, systems, machinery, equipment, roads, sidewalks, streets, paths and ramps, to the regulation of the State Traffic Commission. Further, to adopt, enforce and amend from time to time, as to such gaming-related development, a Health and Safety Code and Fire and Building Code identical to or more stringent than the respective codes adopted by the State of Connecticut as they may be amended from time to time.

e. Upon enactment of federal legislation approving this Agreement and satisfaction of the State's commitments thereunder, to tender to the State of Connecticut, for filing with the United States District Court for the District of Connecticut, the

withdrawal of the Tribe's land claim against the State, Mohegan Tribe of Indians of Connecticut v. State of Connecticut, Civil Action No. H77-434, presently pending in the United States District Court for the District of Connecticut.

f. To make payments in lieu of taxes as described below. The Tribe will be purchasing, through its own resources, several tracts of land, including those parcels of land identified in Exhibit B, to comprise its initial Indian Reservation. The parties anticipate that the tribal land will be conveyed to the United States to hold in trust on the Tribe's behalf, thereby removing such lands from State and local taxation. The Tribe agrees that except for the Fort Shantok property and the initial Indian Reservation, which is to include the site of the Tribal Gaming operations, all additional tribal trust land shall be subject to tribal payments as follows:

The Tribe shall make payments in lieu of taxes on real property it acquires in an amount equal to the tax that would be paid on such property were the same not exempt from taxation, unless agreement is reached with a municipality for a lesser amount. The Tribe shall have the same right of appeal from any assessment made on real property as any person. In the event the Tribe acquires any real property, the Tribe may succeed to the interests of a predecessor in title in any agreement concerning the abatement of tax on the property.

g. The Mohegan Tribe of Indians agrees to and consents to the assumption by the State of Connecticut of criminal

jurisdiction over the Mohegan tribal members and all Indians on land or other natural resources presently owned by the Tribe, or which are included in any federal legislation relating to Mohegan tribe land claims, or any annexation thereto and any other land that may now or hereafter be owned by or held in trust for said Tribe or its members. Such criminal jurisdiction shall extend to the criminal laws of the State of Connecticut and to the criminal jurisdiction of the courts of the State of Connecticut to the same extent as such criminal law jurisdiction and criminal court jurisdiction which empower the State with respect to any other person or lands or other natural resources within and subject to the jurisdiction of the State of Connecticut.

h. The Mohegan Tribe of Indians agrees to and consents to the assumption of jurisdiction by the State of Connecticut State Traffic Commission over all gaming-related traffic control matters to the same extent as the State Traffic Commission has jurisdiction over traffic control within the State of Connecticut as set out in Chapter 249 of the Connecticut General Statutes, § 14-297 to § 14-314C.

2. Commitments of the State of Connecticut. The State of Connecticut agrees:

a. To use its best efforts to support and to obtain state legislation to grant to the United States of America in trust for the Mohegan Tribe certain lands under the control of the State of Connecticut, as more particularly described in Exhibit A [Fort Shantok], and to support the application of the Mohegan Tribe

that title to those lands and to the lands, as set forth in Exhibit B, independently acquired by the Tribe be taken by the United States in trust for the Mohegan Tribe as part of its initial Indian Reservation and proclaimed as Indian Reservation lands under 25 U.S.C. §§ 461 et seq. The Initial Indian Reservation shall consist of Fort Shantok State Park, as set forth at Exhibit A and the 700 acres as set forth at Exhibit B.

b. To enter into a gaming compact, attached hereto as Exhibit C with the Mohegan Tribe pursuant to 25 U.S.C. § 2710, to support the Tribe's submission of the gaming compact to the United States Secretary of the Interior for approval and to use its best efforts to assist the Tribe in securing that approval.

c. To resolve with the Mohegan Tribe the matter reserved in Section 15(a) of the gaming compact referred to in subparagraph b above.

d. To pay the Mohegan Tribe the sum of \$1 (one dollar) and other valuable consideration.

e. To waive any rights it might have to appeal the Final Determination of the Assistant Secretary of the United States Department of the Interior acknowledging the existence of the Mohegan Tribe (59 Fed. Reg. 12140, March 15, 1994).

f. To waive any and all claims for offsets, including but not limited to tort or contract claims, which were or could have been asserted against the Mohegan Tribe by the State of Connecticut prior to the date of this Agreement is executed by the parties.

3. Cooperation of Parties. The parties agree to cooperate

fully in requesting and supporting passage by the United States Congress of the statute described in paragraph 4 and in implementing the executive action described in that paragraph.

The parties also agree that further proceedings in the Tribe's pending land claim against the State shall be stayed while such legislation is pending; provided, however, that this stay shall terminate on December 31, 1994, unless extended by agreement of the parties, or earlier if the Court, upon motion by either party, determines that favorable action by Congress within a reasonable time does not seem likely.

4. Effective Date. Subsections 1(c), 1(d), 2(b), 2(c), 2(e) and 3 shall be effective upon execution of this Agreement. The remaining provisions shall not become final and shall be without any binding force or effect until the later of:

a. The United States Congress enacts appropriate legislation, which approves this Agreement, including provisions that: (1) approve the conveyances to be made by or recognized by the Mohegan Tribe pursuant to this Agreement; (2) provide for the extinguishment of the claims of the Mohegan Tribe to lands or natural resources in Connecticut, as specified in this Agreement; (3) provide that the Mohegan Reservation, including all lands to be acquired by the United States in trust for the Mohegan Tribe pursuant to this Agreement is declared to be Indian country and subject to the Tribe's governmental authority, (4) include language materially identical to that contained in Section 8 of the draft legislation attached as Exhibit D to this agreement. A draft of this proposed federal legislation, which reflects the

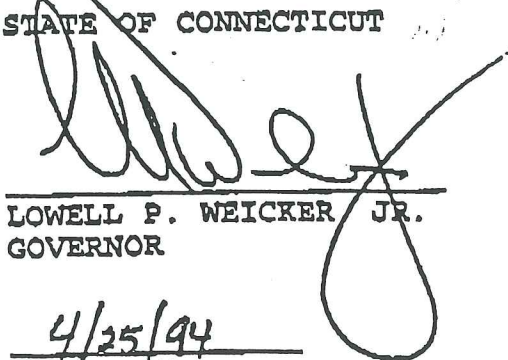
intention of the parties, is attached hereto as Exhibit D.

b. The Governor of the State of Connecticut: enters into a compact with the Mohegan Tribe providing for the operation of tribal Gaming operations pursuant to 25 U.S.C. § 2710, and the compact has received all the federal approvals required to be fully effective.

c. The parties resolve the matter reserved in Section 15(a) of the Tribe's gaming compact with the State of Connecticut.

DONE AND EXECUTED as of the first date written below.

STATE OF CONNECTICUT


LOWELL P. WEICKER JR.
GOVERNOR

4/25/94
(DATE)

MOHEGAN TRIBE OF INDIANS
OF CONNECTICUT


RALPH W. STURGES
CHIEF G'TINE'MONG

4/25/94
(DATE)

EXHIBIT A

FORT SHANTOK STATE PARK

A 317

EXHIBIT B

Mohegan Tribe -- Initial Indian Reservation

700 Acres, more or less, to include the following parcels:

Parcel 1: UNC Tract -- 244 acres, Montville, Connecticut

Parcel 2: Trading Cove -- 27 acres, Norwich, Connecticut

Parcel 3: Mohegan Church -- .400 acre, Montville, Connecticut

Such additional tracts as the Tribe acquires, which tracts shall be located within the Town of Montville.

Parcel 1
UNC Tract

Vol. 150 p. 552

QUIT CLAIM

KNOW ALL MEN BY THESE PRESENTS that UNITED NUCLEAR CORPORATION, a Delaware corporation acting herein by an officer, duly authorized, for diverse good causes and considerations thereunto moving, especially for valuable considerations received to its full satisfaction of UNC RESOURCES, INC., a Virginia corporation with a mailing address at c/o UNC Nuclear Products Division, 67 Sandy Desert Road, Uncasville, Connecticut 06382, has released, released, and forever quit claimed, and does by these Presents, for itself and its successors and assigns, justly and absolutely remise, release and forever quit claim unto the said Releasee, UNC RESOURCES, INC., its successors and assigns forever, all such right and title as it, the said Releasee, has or ought to have in or to a certain tract or parcel of land with buildings thereon situated in the Town of Montville, County of New London and State of Connecticut and were particularly described as follows:

Commencing at a point situated in the northeasterly corner of Sandy Desert Road and being in the southeasterly corner of land now or formerly of Lebanonistis: thence S. 27° 35' W. across Sandy Desert Road 33.17 feet to a point; thence N. 75° 58' W. 244.34 feet to land now or formerly of Kerkis; thence S. 11° 21' W. 352.32 feet to a monument; thence W. 69° 37' W. 32.15 feet to a point; thence S. 9° 18' W. 182.8 feet to a monument; thence N. 69° 25' W. 219.8 feet to a monument; thence S. 9° 10' W. 124.2 feet to a point; thence S. 19° 3' W. 100 feet to a monument; thence N. 70° 42' W. 212.10 feet to a point; thence S. 17° 9' W. 100 feet to a monument; thence S. 27° 55' W. 125.22 feet to a monument; thence S. 27° 25' W. 138.26 feet to a monument; thence N. 67° 1' W. 209.5 feet to the easterly side of Route 11; thence S. 21° 25' W. 70 feet to a monument; thence S. 67° 1' E. 370.03 feet to a monument; thence S. 25° 39' W. 35 feet to a point; thence S. 67° 1' E. 11 feet to a point; thence S. 25° 39' W. 32.25 feet to a point; thence S. 67° 0' E. 191.50 feet to a monument; thence S. 67° 35' E. 200.5 feet to a monument; thence S. 67° 6' E. 200.97 feet to an iron pipe; thence S. 61° 49' E. 209.34 feet to a monument; thence S. 67° 35' E. 216.5 feet to an iron within a cedar post; thence S. 72° 10' E. 123.75 feet to a monument; thence S. 17° 37' W. 202.4 feet to a monument; thence S. 72° 32' E. 150 feet to a point; thence N. 17° 27' E. 35.0 feet to a point; thence S. 67° 33' E. 222.5 feet to a monument; thence S. 65° 14' W. 201.0 feet to a monument on the northerly side of Broad View Avenue; thence is a general easterly direction along the northerly side of Broad View Avenue 415.71 feet to a monument and land of Kerkis; thence N. 16° 17' E. 28.8 feet to an iron; thence N. 47° 39' E. 44.92 feet to an iron; thence N. 10° 38' E. 126.7 feet to a monument; thence S. 66° 0' E. 374 feet to a monument; thence S. 37° 45' E. 155.3 feet to a monument; thence S. 20° 32' E. 565.42 feet to a well hole in a stone wall; thence is a general westerly direction along a stone wall 320.50 feet to a barbed wire fence and land formerly of Kerkis; thence S. 0° 32'

No Conveyance Tax collected

Town Clerk of Montville

No Conveyance Tax collected

Town Clerk of Montville

A318

160 553

7° W. 115.55 feet; thence S. 70° 7' 35" W. 54.21 feet; thence S. 70° 28' 1" E. 61.30 feet; thence S. 70° 38' 53" E. 156.17 feet; thence S. 00° 31' 3" W. 74.12 feet; thence S. 20° 37' 58" E. 75.39 feet; thence S. 00° 44' 55" W. 69.12 feet; thence S. 110° 11' 38" W. 29.35 feet; thence S. 30° 14' 1" W. 121.70 feet; thence S. 180° 30' 12" W. 36.59 feet to an iron pipe in a stone wall; thence N. 61° 21' 26" W. 68.43 feet to a point; thence N. 65° 18' 49" W. 161.15 feet; thence N. 21° 40' 32" W. 11.13 feet to a drill hole; thence S. 60° 50' 36" W. 253.37 feet; thence S. 15° 14' 43" W. 41.89 feet to a point; thence S. 50° 56' 27" E. 47.32 feet; thence S. 70° 7' 10" W. 29.36 feet; thence S. 64° 9' 47" W. 5.63 feet; thence S. 17° 48' 39" E. 12.33 feet to a stone wall; thence S. 110° 21' 22" W. 51.75 feet to an iron pipe; thence S. 30° 19' 37" W. 115.50 feet to an iron pipe; thence S. 80° 43' 22" E. 242.05 feet to a drill hole; thence S. 90° 49' 02" W. 420.12 feet to an iron pipe in the northerly side of Fort Stanton Road; thence S. 200° 10' 51" E. 429.13 feet to a point; thence N. 10° 57' 16" E. 261.12 feet to a drill hole; thence N. 30° 31' 47" E. 56.41 feet to an iron pipe; thence N. 10° 48' 29" E. 121.3 feet to a point; thence N. 00° 48' 42" E. 222.54 feet to a stone mound; thence N. 00° 25' 41" E. 148.43 feet to a stone mound; thence N. 10° 42' 59" E. 196.26 feet to a tree; thence N. 30° 27' 22" W. 96.34 feet to a tree; thence N. 10° 15' 15" E. 215.41 feet to a fence post; thence N. 50° 55' 26" E. 200.08 feet to a tree; thence N. 90° 1' 26" E. 44.50 feet to an iron pipe; the last seven courses being along the remains of a fence; thence N. 89° 39' E. 121.30 feet to a monument; thence S. 88° 15" E. 191.30 feet to a monument; thence N. 89° 18' E. 165.10 feet to a monument; thence S. 88° 72' E. 392.7 feet to a monument; thence S. 88° 12' E. 90.99 feet to land of the Central Vermont Railway; thence in a general northeasterly, northerly and northeasterly direction along the westerly side of the Central Vermont Railway 1.415 feet, more or less, to a monument; thence N. 35° 30' W. 142.28 feet to a point; thence N. 21° 21' E. 158.63 feet to a point; thence S. 88° 42' E. 58.21 feet to a point; thence N. 47° 17' W. 111.15 feet; thence N. 60° 15' W. 153.38 feet; thence N. 47° 21' W. 168.25 feet; thence N. 50° 44' W. 199.63 feet; thence N. 50° 34' W. 257.19 feet; thence N. 53° 50' W. 169.21 feet; thence N. 24° 0' W. 202.59 feet; thence N. 20° 4' E. 231.54 feet; thence N. 44° 23' W. 224.55 feet; thence N. 55° 15' W. 171.12 feet; thence N. 70° 2' W. 118.90 feet; thence N. 34° 41' W. 112.19 feet; thence N. 60° 23' W. 145.05 feet; thence N. 46° 31' W. 217.20 feet; thence N. 64° 15' W. 60.72 feet; thence S. 60° 28' W. 167.20 feet; thence S. 28° 12' W. 116.03 feet; thence N. 63° 17' W. 76.90 feet to an iron; thence N. 84° 43' W. 151.70 feet; thence S. 61° 15' W. 152.18 feet; thence S. 76° 3' W. 27.22 feet to a monument and land of Lehigh Valley; the last twenty-one courses being bounded northerly by Tracing Cove; thence S. 20° 15' W. 914.22 feet to a monument on the northerly side of Sandy Desert Road and place of beginning.

The above-described premises being conveyed together with all rights, easements, hereditaments and appurtenances thereto appertaining and all right, title and interest, if any, in and to the strips and cores adjoining said premises and in and to the land lying in the bed of any street or streets adjoining said premises.

Being and intending by this deed to convey all of the premises of the Reliance situated in Henrvilla, Connecticut, to the Releasee.

A 320

Trading Cove

FIRST PIECE: 98 Lucas Park Road

A certain tract or parcel of land situated on the easterly side of Lucas Park Road in the Town of Norwich, County of New London and State of Connecticut, being bounded and described as follows:

Beginning at a point on the east side of Lucas Park Road at the southwest corner of land now or formerly of Harmon and Catherine Jowett, thence on an arc deflecting to the left with a radius of 40.00' and running 22.99' to a monument; thence N 86°-21' E 70.73' to a monument; thence on an arc deflecting to the left with a radius of 125.00' and running 86.72' to a monument; thence running N 83°-31' E 73' to a point; thence S 78°-39' E 645' more or less to a point on the westerly boundary of land now or formerly of the Central Vermont Railroad, the last 3 courses bounded on the north by land now or formerly of the said Jowett; thence running in a general southerly direction along land of the said Railroad and the Thames River 1101' more or less to the southeast corner of the hereby described tract and the northeast corner of other lands of Vincent and Peter Wawrzynowicz; thence running general westerly direction 230' more or less to a point, said point being the northwest corner of other lands of the said Vincent and Peter Wawrzynowicz; thence southwesterly along other lands of the said Wawrzynowicz and lands now or formerly of Alfred L. Bonick Jr. 210.4' more or less to a point; thence turning to the right and having an interior angle of 73° 40' and running northwesterly 333.8' more or less to the northwest corner of the Solomon Lucas Memorial Woods; thence turning to the left and running in a general southwesterly direction 670' more or less to the high water mark of Trading Cove, the last 2 courses bounded southerly and easterly by the said Solomon Lucas Memorial Woods; thence in a general northwesterly direction along the high water mark of Trading Cove 994' more or less to a point, said point being the southeast corner of lot 16 on a plan entitled "Final Plan showing Highland Terrace owned by Vincent, Gabriel and Peter Wawrzynowicz, Lucas Park Road, Norwich, Conn., Scale 1"=40', dated May 1963" and recorded in the Norwich Land Records, map volume 8, page 4; thence running N 70°-53' E 118' to a point on the southeast corner of lot 13 on said plan, the last course bounded westerly by lots 16, 5 and 4; thence turning to the left and running N 82°-07' W 175' to the easterly line of Lucas Park Road; thence on an arc deflecting to the left with a radius of 485' and running 100' to the southwest corner of lot 12 on said plan; thence turning to the right and running N 85°-43' E 182.10' to the southeast corner of lot 12 on said plan; thence turning to the left and running N 10°-78' W 217.93' to a point on the northeast corner of lot 11, the last course being bounded on the west by lots 12 and 13; thence turning to the left on an arc deflecting to the right with a radius of 175' and running 221.41' to a point; thence running N 86°-21' W 31.66 to a point; thence on an arc deflecting to the left with a radius of 30' and running 18.30' to a monument on the east side of Lucas Park Road; thence in a general northerly direction along the east side of Lucas Park Road 80' more or less to the point and place of beginning.

Being the premises conveyed to Grantor by Warranty Deed from Vincent Wawrzynowicz, Peter Wawrzynowicz, Gabriel Wawrzynowicz and Paul Wawrzynowicz dated December 22, 1987 and recorded in the Norwich Land Records in Volume 827, Page 5, and said premises are subject to taxes to the Town of Norwich on the Lists of October 1, 1991 and October 1, 1992, which taxes the Grantee assumes and agrees to pay.

FOURTH PIECE: 112 Lucas Park Road

That certain tract or parcel of land, located on Lucas Park Road, in the Town of Norwich, County of New London and State of Connecticut, being bounded and described as follows:

Beginning at the northwest corner of the within described tract being also the northwest corner of Lot 16; thence running S 42° 32' E, 134.88 feet along Lot 16 to a point; thence running S 67° 28' W, about 132 feet to Trading Cove, as-called; thence running westerly about 75 feet along Trading Cove to a point; thence running N 12° 04' E, about 122 feet along the Lot Owners beach area to Lucas Park Road; thence running 61.45 feet on an arc deflecting to the left with a radius of 60 feet to the point and place of beginning.

The above described tract being Lot 17 on a plan entitled "Highland Terrace, Scale 1" - 40', Dated May 1963, Surveyed by Joseph Gernhard, Jr."

Said premises are conveyed together with certain rights of way and are subject to certain conditions and restrictions as set forth in a deed from Vincent Wawrzynowicz, et al dated June 19, 1968 and recorded in the Norwich Land Records in Volume 349 at Pages 103-105.

Said premises are also subject to building, building line, zoning, subdivision and wetlands ordinances and regulations of the Town of Norwich.

Being the premises conveyed to Grantor by Warranty Deed from A.D. Tripp Company dated October 25, 1980 and recorded in the Norwich Land Records in Volume 807, Page 20, and said premises are subject to taxes to the Town of Norwich on the Lists of October 1, 1991 and October 1, 1992, which taxes the Grantee assumes and agrees to pay.

FIFTH PIECE: 120 Lucas Park Road

A tract of land (sometimes called Perch Rock) on the Thames River off Lucas Park Road, described as follows:

Beginning at a bound on a large rock on the shore of the river Thames, north of the south of Trading Cove and near to the place in said River called Deep Water; thence by said River 4 1/4 rods; thence north 81° west 18 rods and 21 links; thence north 9° east 4 1/4 rods abutting on lands formerly of Henry W. Leach; thence south 81° east 18 rods and 20 links abutting on said Leach land to the point of beginning.

Said premises are subject to a lease to the United States of America for maintaining the Perch Rock river light.

Said premises are subject to the rights of the Central Vermont Railroad, Inc. across said premises.

Being the premises conveyed to Grantor by Warranty Deed from Vincent G. Wawrzynowicz and Peter T. Wawrzynowicz dated December 22, 1987 and recorded in the Norwich Land Records in Volume 827, Page 10, and said premises are subject to taxes to the Town of Norwich on the Lists of October 1, 1991 and October 1, 1992, which taxes the Grantee assumes and agrees to pay.

RECEIVED FOR RECORD AT NORWICH CO. CT
OCT 30 1991 AT 12:05 PM
CLERK: [Signature]

A322

UL1094 PAGE290

SECOND PIECE: 109 Lucas Park Road

A certain tract or parcel of land located on the westerly side of Lucas Park Road, in the Town of Norwich, County of New London and State of Connecticut, more particularly bounded and described as follows:

Commencing at a point on the arc of a curve at the intersection of the westerly line of Lucas Park Road and the southerly line of Ledgerwood Court at the north-easterly corner of the within described premises; thence running southeasterly along the arc of said curve of Lucas Park Road, 13.69 feet; thence running S 7 degrees 53' W, 80.37 feet to a point; thence along the arc of a curve running southeasterly 37.05 feet to a point. The last three courses being the westerly line of Lucas Park Road. Thence S 52 degrees 38' W about 131 feet to Trading Cove; thence turning to the right and running in a general northwesterly direction along said Trading Cove about 102 feet; thence N 52 degrees 29' E about 208 feet to the point of beginning.

Said premises are shown as Lot No. 8 on a Plan entitled "Final Plan Showing Highland Terrace owned by Vincent, Gabriel and Peter Wawrzynowicz, Lucas Park Road, Norwich, Connecticut, Scale: 1" = 40', May, 1943", on file in the Norwich Land Records.

Being the premises conveyed to Grantor by Warranty Deed from Vincent Wawrzynowicz dated December 22, 1907 and recorded in the Norwich Land Records in Volume 827, Page 8, and said premises are subject to building restrictions as set forth in deeds for "Highland Terrace" as appear as of record and to taxes to the Town of Norwich on the Lists of October 1, 1991 and October 1, 1992, which taxes the Grantee assumes and agrees to pay.

THIRD PIECE: 111 Lucas Park Road

A certain tract or parcel of land located on the southerly side of the cul de sac of Lucas Park Road in the Town of Norwich, County of New London and State of Connecticut and bounded and described as follows:

Beginning at a point on the southerly side of the cul de sac of Lucas Park Road and being the northeast corner of the herein described parcel and thence running S 10° 04' W, 122' to the high water mark of Trading Cove, abutting easterly on lot 17 of the hereinafter described plan; thence turning and running westerly along the high water mark of Trading Cove 110' more or less to a point on the southeasterly corner of a 10' drainage easement; thence turning and running N 53° 34' E, 120' more or less along said drainage easement to the southerly side of said cul de sac; thence turning and running easterly along the southerly side of said cul de sac 26.33' to the point and place of beginning.

The above described parcel of land being designated as "Beach Area" on a plan entitled "Final Plan showing Highland Terrace owned by Vincent, Gabriel & Peter Wawrzynowicz, Lucas Park Road, Norwich, Connecticut, Scale: 1"=40' Date May 1943."

The above described parcel of land is subject to the rights of others as described in each lot owner's deed of Highland Terrace:

Being the premises conveyed to Grantor by Warranty Deed from Vincent Wawrzynowicz, Peter Wawrzynowicz and Gabriel Wawrzynowicz dated January 28, 1989 and recorded in the Norwich Land Records in Volume 904, Page 80, and said premises are subject to taxes to the Town of Norwich on the Lists of October 1, 1991 and October 1, 1992, which taxes the Grantee assumes and agrees to pay.

A 323.

Parcel 3

Mohegan Church

Legal Description

All that certain piece or parcel of land, .400 acre, more or less, together with the buildings and improvements thereon, situated in the Town of Montville, County of New London and State of Connecticut and being more particularly described in that certain deed, dated March 30, 1831, wherein Lucy Teeconwas and Cynthia Roscott were the grantors and the Mohegan Tribe was the grantee, recorded in volume 14, page 271 of the land records at the Montville Town Clerk's Office.

EXHIBIT C

MOHEGAN TRIBE - STATE OF CONNECTICUT

GAMING COMPACT

MOHEGAN TRIBE - STATE OF CONNECTICUT

GAMING COMPACT

APPENDICES

EXHIBIT D**A BILL**

To settle Indian land claims within the State of Connecticut, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that this Act may be cited as the "Mohegan Nation of Connecticut Land Claims Settlement Act of 1994".

CONGRESSIONAL FINDINGS AND DECLARATION OF POLICY

Sec. 1. Congress finds and declares that --

(a) The Mohegan Tribe of Indians of Connecticut is the successor in interest to the aboriginal entity known as the Mohegan Indian Tribe which has existed in the State of Connecticut from time immemorial and for which certain lands were sequestered as tribal lands by the Colony and State of Connecticut;

(b) there is pending before the United States District Court for the Southern District of Connecticut a lawsuit by the Mohegan Indian Tribe which involves certain lands within the State of Connecticut;

(c) the pendency of the lawsuit may result in economic hardships for residents of the State of Connecticut by clouding the titles to lands in the State, including lands not now involved in the lawsuit;

(d) the State of Connecticut and the Mohegan Tribe have executed agreements for the purposes of resolving all disputes between them and settling the lawsuit, which agreements require implementing legislation by the Congress of the United States;

(e) In the agreements described above, the parties provide for the assumption by the State of Connecticut of criminal jurisdiction over the members of the Mohegan Tribe and on its lands and to the submission of all gaming-related development to the State of Connecticut State Traffic Commission; and

(f) Congress shares with the parties to such agreements a desire to settle all Mohegan Indian claims in the State of Connecticut and to remove all clouds on titles resulting from such lawsuits.

DEFINITIONS

Sec. 2. For purposes of this Act, the term --

(a) "Mohegan Tribe" means the Mohegan Tribe of Indians of Connecticut, a tribe of American Indians recognized by the United States pursuant to 25 C.F.R. § 83 and by the State of Connecticut pursuant to Conn. Gen. Stat. § 47-59(a)(b) and further described in section 2(a);

(b) "State of Connecticut" means the State of Connecticut, its agencies, political subdivisions, constitutional officers, officials of its agencies and subdivisions;

(c) "Secretary" means the Secretary of the Interior;

(d) "Lands or natural resources" means any real property or natural resources, or any interest in or right involving any

real property or natural resources including but not limited to minerals and mineral rights, timber and timber rights, water and water rights, and rights to hunt and fish;

(e) "Lawsuit" means the action in the United States District Court for the District of Connecticut, entitled Mohegan Tribe of Indians of Connecticut v. State of Connecticut, et al., Case No. H77-434;

(f) "Agreement" means that document entitled "Agreement between the Mohegan Tribe and the State of Connecticut" executed on _____, 1994, by the Governor of the State of Connecticut and the Chief of the Mohegan Tribe, and filed with Secretary of State of the State of Connecticut;

(g) "Transfer" includes but is not limited to any sale, grant, lease, allotment, partition, or conveyance, any transaction the purpose of which was to effect a sale, grant, lease, allotment, partition or conveyance, or any event or events that resulted in a change of possession or control of lands or natural resources.

FINDINGS BY THE SECRETARY

Sec. 3. Section 5 of this Act shall not take effect until the following events have occurred and the Secretary so finds --

(a) the Governor of the State of Connecticut has entered into a binding compact with the Mohegan Tribe providing for tribal Gaming operations, including class III gaming in accordance with the Indian Gaming Regulatory Act [25 U.S.C. §§ 2701 et seq.] and the compact has received all the federal approvals required to be

fully effective;

(b) The United States has accepted in trust for the Mohegan Tribe the lands the Tribe has designated for including in their initial Reservation as described in Exhibit B to the Agreement.

**APPROVAL OF PRIOR TRANSFERS AND EXTINGUISHMENT OF CLAIMS
AND ABORIGINAL TITLE INVOLVING THE MOHEGAN TRIBE**

Sec. 4. (a) If the Secretary finds that the conditions set forth in section 4 of this Act have been satisfied, he shall publish such findings and the Agreement in the Federal Register, and upon such publication:

(1) The transfers, waivers, releases, relinquishments and other commitments made by the Mohegan Tribe in paragraph 1 of its Agreement with the State of Connecticut shall be of full force and effect on the terms and conditions therein stated.

(2) The transfers, waivers, releases, relinquishments and other commitments validated by paragraph (1) of the Agreement and of this Section and the transfers and extinguishments approved and validated by subsections (b)(1) and (b)(2) shall be deemed to have been made in accordance with the United States Constitution and all laws of the United States that are specifically applicable to transfers of lands or natural resources from, by, or on behalf of any Indian, Indian nation, or tribe of Indians (including but not limited to the Trade and Intercourse Act of 1790, Act of July 22, 1790, ch. 33, sec. 4, 1 Stat. 137, and any amendments thereto and all subsequent versions thereof), and Congress does hereby approve any such transfers effective as of the date of said transfers.

(b)(1) All claims to lands within the State of

Connecticut based upon aboriginal title by the Mohegan Tribe, or any predecessor or successor in interest, are hereby extinguished, as are any and all other claims the Mohegan Tribe might have to any public or private lands or natural resources in Connecticut, such as claims or rights based on recognized title, including but not limited to: (i) any claim the Mohegan Tribe might have to the tribal sequestered lands bounded out to the Tribe in 1684, consisting of some 20,480 acres lying between the Thames River, New London bounds, Norwich bounds and Colchester bounds; (ii) any claim the Mohegan Tribe might have based on a survey under the authority of the Connecticut General Assembly in 1736 of lands reserved and sequestered by the General Assembly for the sole use and improvement of the Mohegan Indian Tribe; (iii) any claim the Mohegan Tribe might have based on any action by the State in 1860, 1861 or otherwise to allot, re-allot, and/or confirm any lands of the Mohegan Tribe to individual Indians or other persons. Any transfer of lands or natural resources located anywhere within the State of Connecticut including but not limited to transfers pursuant to the statute or treaty of or with any State or the United States, by, from, or on behalf of the Mohegan Tribe, or any predecessor or successor in interest, shall be deemed to be in full force and effect, as provided in subsection (a)(2), provided, however, that nothing herein shall be construed as extinguishing any aboriginal right, title, interest, or claim to lands or natural resources solely to the extent of the rights or interests defined as "excepted interests" in paragraph 1a of the Agreement between the Mohegan Tribe and the State of Connecticut.

(2) By virtue of the approval of a transfer of lands or natural resources effected by this section, or an extinguishment of aboriginal title effected thereby, all claims against the United States, any State or subdivision thereof, or any other person or entity, by the Mohegan Tribe, arising subsequent to the transfer and based upon any interest in or right involving the claims described in paragraph (1) above in lands or natural resources, including but not limited to claims for trespass damages or claims for use and occupancy, shall be regarded as extinguished as of the date of the transfer, provided that this limitation shall not apply to any interest in lands or natural resources subsequently and lawfully acquired by the Mohegan Tribe or its members.

(c) No provision of this section shall be construed to offset or eliminate the personal claim of any individual Indian which is pursued under any law of general applicability that protects Indians as well as non-Indians.

TRANSFER OF LANDS TO THE MOHEGAN TRIBE

Sec. 5. (a) The Secretary of the Interior is authorized and directed to accept the transfer to the United States of the lands described in Exhibits A and B to be held in trust for the use and benefit of the Mohegan Tribe of Indians of Connecticut as an Indian reservation, notwithstanding the existence of any clouds on title or any liens agreed to by the Tribe.

(b) The lands transferred to the United States in trust for the Mohegan Tribe under subsection (a) shall be subject to the

laws of the United States relating to Indian lands, including section 177 of this title.

STATE JURISDICTION OVER RESERVATION

Sec. 6. (a) Notwithstanding other provisions of federal law, including but not limited to 25 U.S.C. §§ 1321-1326, the Mohegan Tribe of Indians agrees to and consents to the assumption by the State of Connecticut of criminal jurisdiction over the Mohegan tribal members and all Indians on land or other natural resources presently owned by the Tribe, or which are included in any federal legislation relating to Mohegan tribe land claims, or any annexation thereto and any other land that may now or hereafter be owned by or held in trust for said Tribe or its members. Such criminal jurisdiction shall extend to the criminal laws of the State of Connecticut and to the criminal jurisdiction of the courts of the State of Connecticut to the same extent as such criminal law jurisdiction and criminal court jurisdiction which empower the State with respect to any other person or lands or other natural resources within and subject to the jurisdiction of the State of Connecticut. The Congress consents to this assumption of criminal jurisdiction by the State of Connecticut.

(b) Notwithstanding other provisions of federal law, including but not limited to 25 U.S.C. §§ 1321-1326, the Mohegan Tribe of Indians agrees to and consents to the assumption of jurisdiction by the State of Connecticut State Traffic Commission over all gaming-related traffic control matters to the same extent

as the State Traffic Commission has jurisdiction over traffic control within the State of Connecticut as set out in Chapter 249 of the Connecticut General Statutes, § 14-297 to § 14-314C. The Congress consents to this assumption of traffic control jurisdiction by the State of Connecticut.

GENERAL DISCHARGE AND RELEASE OF STATE OF CONNECTICUT

Sec. 7. Except as expressly provided herein, this Act shall constitute a general discharge and release of all obligations of the State of Connecticut and all of its political subdivisions, agencies, departments, and all of the officers or employees thereof arising from any treaty or agreement with, or on behalf of the Tribe of the United States as trustee therefor.

REVOCATION OF AGREEMENT

Sec. 8. In the event the Agreement between the Mohegan Tribe and the State of Connecticut is invalidated, or if the gaming compact provided in section 4(a) of this Act, or any implementing agreements between the parties thereto, is invalidated by a court of competent jurisdiction, the transfers, waivers, releases, relinquishments and other commitments made by the Mohegan Tribe in paragraph 1a of the Agreement shall no longer be of any force or effect, section 5 of this Act shall be inapplicable to the lands, interests in lands or natural resources of the Mohegan Tribe and its members as if never enacted, and the approvals of prior transfers and the extinguishment of claims and aboriginal title of the Mohegan Tribe otherwise effected by section 5 shall be void ab

initio. In any such event, the Mohegan Tribe shall have the right to reinstate its land claim within a reasonable time -- which period shall be defined as the later of six (6) months after the Mohegan Tribe receives written notice of such determination, or if appealed, six (6) months after entry of judgment by the court of last resort -- and, if the suit is reinstated within that time, no defense, such as laches, statute of limitations, law of the case, res judicata, or prior disposition shall be asserted based on the withdrawal of the lawsuit and commencement of the resumed litigation, nor shall the substance of discussions leading to the Agreement be admissible in any subsequent litigation; provided, however, that if any such suit is reinstated, any defense which would have been available to the State of Connecticut at the time the lawsuit was withdrawn may be asserted, and is not waived by anything in the Agreement or by subsequent events occurring between the withdrawal of the lawsuit and commencement of the resumed litigation.

JUDICIAL REVIEW

Sec. 9 Notwithstanding any other provision of law, any action to contest the constitutionality of this Act or the validity of any agreement entered into under the authority of this Act or approved by this Act shall be barred unless the complaint is filed within 180 days after _____. Exclusive jurisdiction over any such action is hereby vested in the United States District Court for the District of Connecticut.

EFFECTIVE DATE

Sec. 10. This Act shall take effect upon the date of its enactment.