CANNABIS COMPACT

Between

Mashantucket Pequot Tribe

and

The State of Connecticut

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INTRODUCTION

On this 15th day of June, 2026 ("Effective Date"), this compact is entered into by the Mashantucket Pequot Tribe and the State of Connecticut pursuant to Section 21a-422j of the Connecticut General Statutes (the "Compacting Legislation") and Mashantucket Pequot Tribal Council Resolution 121125-13 of 17. This document will be cited as the "Cannabis Compact Between the Mashantucket Pequot Tribe and the State of Connecticut," hereinafter referred to as the "Compact."

I. PARTIES

The Parties to this Compact are the Mashantucket Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation ("Tribe"), and the State of Connecticut ("State") (each a "Party" and collectively, "Parties").

The Tribe is located on the federally designated Mashantucket Pequot Reservation geographically located in Connecticut and the Tribe is a federally-recognized sovereign Indian nation.

The State of Connecticut is a state within the United States of America, possessed of the full powers of a state government. The Compacting Legislation allows the Governor of Connecticut to enter into an agreement with the Tribe to coordinate the laws and regulations of the State as set forth in the Compacting Legislation, and the laws and regulations of the Tribe relating to the possession, delivery, production, processing or use of cannabis.

II. PURPOSE AND INTENT

Historically, the production, possession, delivery, distribution and sale of cannabis have been illegal across the United States. In 2021, the Connecticut General Assembly enacted June Special Session Public Act 21-1, An Act Concerning Responsible and Equitable Regulation of Adult-Use Cannabis ("Act 21-1") which sets forth a regulated, state-licensed system allowing for the production, processing, and retail sale of cannabis within the State of Connecticut.

Through State Regulations, the State has legalized possession of limited amounts of cannabis and the production, processing, and sale of cannabis by licensed businesses and has set forth an administrative and civil regulatory system that keeps production, cultivation, manufacturing, packaging, labeling, processing, storage, transport, delivery, sale and consumption of cannabis in the State regulated and safe for the public and

accomplishes the following priorities: preventing the distribution of cannabis to minors; preventing revenue from the sale of cannabis from going to criminal enterprises, gangs, and cartels; preventing the diversion of cannabis from states where it is legal under state law in some form to other states; preventing state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; preventing violence and the use of firearms in the cultivation and distribution of cannabis; and preventing drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use.

After serious deliberation, the Tribe, as a sovereign nation, determined that present day circumstances make a complete ban of cannabis within Tribal Lands ineffective and unrealistic and has decriminalized its sale and possession in certain circumstances. In 2021, the Tribe enacted 49 M.P.T.L., the "Mashantucket Pequot Tribal Nation Cannabis Regulatory Act" to comprehensively regulate the cultivation, production, manufacturing, packaging, labeling, processing, storage, transport, delivery, testing, purchase, sale, transfer, handling, dispensing, and consumption of cannabis on Tribal Lands.

The State and the Tribe have recognized the need for cooperation and collaboration with regard to cannabis regulation in the State and on Tribal Lands. The State has authorized the entry of this Compact by the Compacting Legislation. The Tribe has authorized entering into this Compact by Tribal Council Resolution 121125-13 of 17. Through the Compacting Legislation, the State authorized the Governor to enter into a Compact with the Tribe concerning criminal and civil law enforcement, laws and regulations relating to the possession, delivery, production, processing or use of cannabis, and laws and regulations relating to taxation concerning cannabis.

The Parties share a strong interest in ensuring that Cannabis Activities on Tribal Lands are well-regulated to protect public safety and community interests in a manner substantively consistent with State law.

The Parties agree that it is in the best interests of the Tribe and the State that they further implement the government-to-government relationship between them by entering into this Compact to protect public health and safety, ensure a lawful and well-regulated cannabis market, and encourage economic development on Tribal Lands and in the State.

III. DEFINITIONS

A. "Adulterated Cannabis" means Cannabis that (1) has failed to meet required cannabis laboratory testing standards as set forth in State Regulations, (2) consists, in whole or in part, of any filthy, putrid or decomposed substance; (3) has been produced,

prepared, packed or held under unsanitary conditions whereby it may have been contaminated with filth, or whereby it may have been rendered injurious to health; (4) its container is composed, in whole or in part, of any poisonous or deleterious substance which may render the contents injurious to health; (5) has been stored, kept or held under deleterious conditions; or (6) contains label information that is false or misleading.

B. "Cannabis" shall have the same meaning as in Connecticut General Statutes section 21a-420. The term "cannabis" as used herein shall be understood to include "cannabis concentrate," "cannabis flower," "cannabis product," "cannabis trim," and "medical marijuana product," as defined in this Section III., unless expressly stated otherwise.

C. "Cannabis Activities" means the cultivation, production, manufacturing, packaging, labeling, processing, storage, transport, delivery, testing, purchase, sale, transfer, handling, use, and/or dispensing of cannabis authorized by the Tribe on Tribal Lands.

D. "Cannabis concentrate" shall have the same meaning as in Connecticut General Statutes section 21a-420.

E. "Cannabis flower" shall have the same meaning as in Connecticut General Statutes section 21a-420.

F. "Cannabis Product" shall have the same meaning as in Connecticut General Statutes section 21a-420.

G. "Cannabis trim" shall mean the same meaning as in Connecticut General Statutes section 21a-420.

H. "Caregiver" shall have the same meaning as in Connecticut General Statutes section 21a-408.

I. "Compact" means this Cannabis Compact Between the Mashantucket Pequot Tribe and the State of Connecticut, as it may be amended from time to time.

J. "Compliance Manager" means an individual designated by the Mashantucket Pequot Cannabis Regulatory Commission to be responsible for managing compliance issues on behalf of the Commission, including compliance with all provisions of this Compact and the Tribal Regulations.

K. "Consumer" means an individual who is twenty-one (21) years of age or older.

L. "DCP" means the Connecticut Department of Consumer Protection.

M. "Grow Space" means the portion of a premises owned and controlled by a Tribal Enterprise that is utilized for the cultivation, growing or propagation of the cannabis plant, and contains cannabis plants in an active stage of growth, measured starting from the outermost wall of the room containing cannabis plants and continuing around the outside of the room. "Grow space" does not include space used to cure, process, store harvested cannabis or manufacture cannabis once the cannabis has been harvested.

N. "Independent testing laboratory" shall have the same meaning as in Connecticut General Statutes section 22-61l.

O. "Mashantucket Pequot Cannabis Regulatory Commission" or "Commission" means an instrumentality of the Tribe responsible for the comprehensive regulation of all Cannabis Activities occurring on Tribal Lands pursuant to 49 M.P.T.L., the Mashantucket Pequot Cannabis Law.

P. "Medical Marijuana Product" shall have the same meaning as in Connecticut General Statutes section 21a-420.

Q. "Qualifying Patient" shall have the same meaning as in Connecticut General Statutes section 21a-408.

R. "State" means the State of Connecticut.

S. "State Cannabis Analytic Tracking System" or "State CATS" means the State's electronic seed-to-sale tracking system that captures and maintains records of cannabis activity.

T. "State Licensee" means any "cannabis establishment" or "cannabis testing laboratory," as defined in section 21a-420 of the Connecticut General Statutes.

U. "State Regulations" means Chapters 420f and 420h of the Connecticut General Statutes, or any other Connecticut statute applicable to cannabis and referenced in this Compact, and the policies and procedures and regulations promulgated thereunder.

V. "State Taxes" means any and all taxes, fees, assessments, charges, interest and/or penalties described in chapter 214c of the Connecticut General Statutes (as may be amended from time to time), including but not limited to the THC Content Tax (as defined herein), any and all taxes, fees, assessments, charges, interest and/or penalties described in chapter 219 of the Connecticut General Statutes (as may be amended from time to time) and any and all other taxes, fees, assessments, charges and/or penalties provided elsewhere in State law, statutes and regulations, including any

amendments thereto, imposed on the sale or transfer of cannabis or on the income or gross receipts of any Cannabis Activities.

W. "Tribal Cannabis Analytic Tracking System" or "Tribal CATS" means the Tribe's electronic seed-to-sale tracking system that captures and maintains records of cannabis and licensee activity on Tribal Lands.

X. "Tribal Police" means the Mashantucket Pequot Police Department.

Y. "THC Content Tax" means the tax structure set forth in section 12-330ll(b) of the Connecticut General Statutes.

Z. "Tribal Regulations" means Title 49 M.P.T.L., the Mashantucket Pequot Tribal Nation Cannabis Regulatory Act and the regulations issued pursuant to that law.

AA. "Tribal Enterprise" means any entity that is (1) owned in whole or substantial part by the Tribe or any wholly-owned subsidiary of the Tribe, (2) subject to not less than substantial control of the Tribe or any wholly-owned subsidiary of the Tribe, and (3) authorized by the Commission to engage in Cannabis Activities. Such entity shall be a separate and distinct entity from any entity owned in whole or part by the Tribe that is directly engaged with or operating gaming activity on or off Tribal Lands. A Tribal Enterprise shall not include any individual enrolled member of the Tribe or any entity that is solely owned by an enrolled member of the Tribe.

BB. "Tribal Taxes" means any taxes, fees, assessments or any other charges imposed by the Tribe in connection with any Cannabis Activities.

CC. "Tribe" means the Mashantucket Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation, including any department, agency, regulatory body, or subdivision thereof.

DD. "Tribal Lands" means the Indian lands of the Tribe within the State of Connecticut as defined by 25 U.S.C. 2703(4), including all lands within the Mashantucket Pequot Reservation as defined by P.L. 98-134, sec. 3(7) and all lands within the State of Connecticut title to which is either held in trust by the United States for the benefit of the Tribe or held by the Tribe subject to restriction by the United States against alienation on the Effective Date of this Compact. In the event the Tribe wishes to have the terms of this Compact apply to additional land, the Tribe will notify the Governor in writing via certified or registered mail, return receipt requested, of such a request and identify therein the parcel of land to which the Tribe requests that the Compact apply. The parties will meet to discuss the Tribe's request within forty-five (45) days of receiving such request, and such identified land will qualify as "Tribal Lands" for

the purposes of this Compact only upon mutual written agreement by the Tribe and the Governor.

IV. GENERAL MATTERS

A. Jurisdiction. This Compact does not confer on the State any jurisdiction over the Tribe, any Tribal Enterprise, or on Tribal Lands concerning Cannabis Activities. By entering into this Compact, the Tribe does not concede that the laws of the State apply to the Tribe, its businesses, agents, or members regarding activities and conduct within Tribal Lands concerning Cannabis Activities. This Compact does not increase or reduce the jurisdiction of either the Tribe or the State. The Parties agree that the signing of this Compact by the Tribe and the State does not constitute a waiver of sovereign immunity by the Tribe or any of its subdivisions or enterprises, or the State or any of its subdivisions or enterprises.

B. No Limitation. The Parties agree that the signing of this Compact and the resultant benefits and obligations shall not be construed as limiting any otherwise lawful activity of the Tribe or any Tribal Enterprise not covered by this Compact nor subject the Tribe or any Tribal Enterprise to any State jurisdiction.

C. Applicability. The sale or transfer of cannabis between a Tribal Enterprise and a State Licensee shall be conducted in accordance with the requirements of this Compact. Nothing herein shall affect in any way the authority of any Tribal Enterprise to engage in Cannabis Activities on Tribal Lands, all of which shall be regulated exclusively by the Tribe. No person authorized to engage in transactions as set forth in this Compact, nor any Cannabis Activities authorized by the Tribe, shall be subject to the State's enforcement under State law of a criminal or civil offense.

D. Notice to State of Cannabis Activities by Tribal Enterprises. Prior to a Tribal Enterprise initially commencing Cannabis Activities, the Compliance Manager shall provide to the Legal Director at the DCP for such Tribal Enterprise: the name and address of such enterprise; the name, email address and phone number for the individual(s) who will serve as the primary point(s) of contact for such enterprise location, which individual(s) is responsible for on-site management of day-to-day activities and operational compliance of such enterprise; a description of the type of Cannabis Activities in which the enterprise will engage; and an attestation that such enterprise is separate and distinct from all Tribal gaming enterprises. The Tribal Enterprise shall notify the Legal Director at the DCP in writing within three (3) business days of a change in the individual(s) who serve as the (1) primary point of contact for on-site management of the specific Tribal Enterprise, or (2) the representative

overseeing operational compliance of such Tribal Enterprise. The Tribal Enterprise shall notify the Legal Director at the DCP electronically in writing prior to changing a Tribal Enterprise's location, opening a new facility, or engaging in additional categories of Cannabis Activities not previously disclosed to the Legal Director at the DCP. All notices provided pursuant to this subsection are for informational purposes only.

E. Tribal Regulations.

1. The Tribal Regulations shall set forth a Tribal regulatory system to govern all Cannabis Activities on Tribal Lands. The Tribal Regulations and any amendments thereto shall be publicly available.

2. During the term of this Compact, the Tribal Regulations shall meet or exceed the public health, safety and welfare regulatory standards of the State Regulations identified in Section IV.E.4.[1], provided that the Tribe's agreement to adopt standards that are equivalent to or exceed the public health, safety and welfare regulatory standards of the State Regulations cited in this Section IV.E. does not grant the State any jurisdiction over the Tribe, any Tribal Enterprise, or any Cannabis Activities occurring on Tribal Lands.

3. The Tribe shall provide to DCP written notice and the full text of any amendments to the Tribal Regulations within seven (7) days of adoption. In the event State Regulations are amended after the execution of this Compact, the Tribe shall, within sixty (60) days of the effective date of such amended State Regulations, amend the Tribal Regulations as necessary to ensure they meet or exceed the public health, safety and welfare regulatory standards of the State Regulations identified in this Section IV.E. Additionally, the Commission shall ensure all Tribal Enterprises engaged in Cannabis Activities conform all operations to comply with the Tribal Regulations no later than one hundred twenty (120) days following the effective date of such amended Tribal Regulations. The Commission, through the Compliance Manager, shall provide DCP with confirmation of compliance within the sixty (60) and one hundred twenty (120) day timeframes set forth in this subsection within two (2) business days after the expiration of each respective timeframe.

[1] The State Regulations referenced are the Department of Consumer Protection's Policies and Procedures for Adult-Use Cannabis Program Effective November 12, 2024 (available at https://eregulations.ct.gov/eRegsPortal/Search/getDocument?guid=E0A0C492-0000-C219-A56D-0EF1F5478D25), or the Department of Consumer Protection's Regulations for Palliative Use of Marijuana and Regulation of Adult-Use Cannabis, after such regulations are approved and take effect.

4. The Tribal Regulations shall consistently comply with standards that meet or exceed the following State Regulations[2],provided that neither the DCP, Commissioner of Consumer Protection nor any other agency or entity of the State shall have administrative responsibility or enforcement authority in connection with any such standards[3], including but not limited to any inspection, reporting, notice and enforcement provisions:

a. Reportable Events [State Regulation 21a-421j-2];

b. Disposal of Cannabis [State Regulation 21a-421j-3];

c. Inventory [State Regulation 21a-421j-4];

d. Seed to Sale Traceability System [State Regulation 21a-421j-5];

e. Licensee Records; Furnishing Information; Audits [State Regulation 21a-421j-6];

f. Cannabis Establishment Minimum Security Systems and Equipment Requirements [State Regulation 21a-421j-7];

g. Cannabis Establishment Minimum Security Procedures [State Regulation 21a-421j-8];

h. Cannabis Establishment Visitors [State Regulation 21a-421j-9];

i. Responsibilities of Key Employees [State Regulation 21a-421j-10];

j. Employee Training [State Regulation 21a-421j-11];

k. Marketing; Advertising [State Regulation 21a-421j-13 (b)-(e), (h)];

[2] The State Regulations listed in this section are subject to the definitions set forth in State Regulation section 21a-421j-1.

[3] The Commission shall, under the Tribal Regulations, handle the duties assumed by the Commissioner of Consumer Protection under the State Regulations.

l. Operation of Dispensary Facilities, Hybrid Retailers and Retailers [State Regulation 21a-421j-14 (b)[4]- (e), and (j)-(l), (n)-(o);

m. Dispensary Facility, Hybrid Retailer and Retailer Prohibitions [State Regulation 21a-421j-15(a), (b) (but only for purposes of ensuring that a Tribal Enterprise operates with appropriate United States Pharmacopeia or comparable pharmaceutical reference materials for the purposes of dispensing, compounding, titrating, diluting, and other purposes as needed in the event that the Tribal Enterprise dispenses medical marijuana products), (c), and (e)];[5]

n. Dispensary Facility, Hybrid Retailer and Retailer Closures [State Regulation 21a-421j-16(a)];

o. Confidentiality of Information [State Regulation 21a-421j-17];

p. Rights and Responsibilities of Licensed Pharmacists [State Regulation 21a-421j-18];

q. Rights and Responsibilities of Dispensary Technicians [State Regulation 21a-421j-19];

r. Dispensing Errors. [State Regulation 21a-421j-20];

s. Dispensary facility and Hybrid Retailer Reporting into the Prescription Monitoring Program. [State Regulation 21a-421j-21];

t. Operation of a Producer, Cultivator, Micro-Cultivator, Product Manufacturer, Food and Beverage Manufacturer, Product Packager, Delivery Service, and Transporter [State Regulation 21a-421j-23(a)(1)-(2)];

u. Minimum Requirements for the Storage and Handling of Cannabis by a Producer, Cultivator, Micro-Cultivator, Food and Beverage Manufacturer, Product Manufacturer, Product Packager, Delivery Service, and Transporter [State Regulation 21a-421j-24];

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[4] Provided that cannabis processing or manufacturing or cannabis compounding may occur in the same structure that houses a dispensary facility, hybrid retailer or retailer.

[5] In referencing this regulation, the Parties acknowledge that if consistent with Tribal Regulations, a Tribal Enterprise may operate a facility for the consumption, ingestion and/or application of cannabis that simultaneously conducts retail sales of cannabis and the sale of food and beverages.

v. Cannabis Manufacturing Restrictions [State Regulation 21a-421j-25];

w. Cannabis Content Restrictions [State Regulation 21a-421j-26];

x. Delivery Device Restrictions [State Regulation 21a-421j-27];

y. Medical Marijuana Products [State Regulation 21a-421j-28];

z. Cannabis Testing Laboratory Processes and Testing [State Regulation 21a-421j-29];

aa. Brand Name Testing and Registration [State Regulation 21a-421j-30(b)-(f)];

bb. Cannabis Packaging Requirements [State Regulation 21a-421j-31, except for subsection (c)(4),

cc. Cannabis Labeling Requirements [State Regulation 21a-421j-32(a)-(b), (e), (g)-(j)];

dd. Cannabis Delivery and Transportation General Requirements [State Regulation 21a-421j-33];

ee. Vehicle Security [State Regulation 21a-421j-34];

ff. Manifests [State Regulation 21a-421j-35];

gg. Transporting Agents; Transportation of Cannabis [State Regulation 21a-421j-36]; and

hh. Delivery to Qualifying Patients, Caregivers, and Consumers [State Regulation 21a-421j-37]

F. Tribal Enterprise Exclusivity. During the term of this Compact, the Tribal Regulations shall not authorize an entity other than a Tribal Enterprise to be licensed by the Commission to engage in Cannabis Activities on Tribal Lands, provided that nothing herein shall prohibit any entity or individual from providing goods or services on Tribal Lands to a Tribal Enterprise in furtherance of such Tribal Enterprise's Cannabis Activities. The foregoing limitation shall not impact any transactions between a Tribal Enterprise and a State Licensee that may occur on Tribal Lands.

G. Criminal History Records Checks. Any employee of a Tribal Enterprise that carries out for such enterprise the duties of an individual who is designated as a "key

employee" of a State Licensee per Connecticut General Statutes section 21a-420(35) shall be subject to a fingerprint-based national criminal history records check by the Federal Bureau of Investigation, provided that if the Tribe has not received approval from the Federal Bureau of Investigation to conduct background checks for this purpose, any such employee shall be subject to a criminal background check that meets or exceeds the requirements of Connecticut General Statutes section 21a-421c.

H. Enforcement of the Tribal Regulations. The Commission shall ensure the Tribal Enterprises comply with the Tribal Regulations and shall take all appropriate enforcement action against such Tribal Enterprise in the event of a violation of this Compact.

I. References to Laws, Rules and Policies. References herein are to Tribal Regulations and State Regulations in existence as of the Effective Date of this Compact. Unless otherwise stated, such references shall also include any amendments that may be adopted during the term of the Compact. References herein to specific titles, chapters, or sections of the Tribal Regulations, Connecticut General Statutes, and the State Regulations include the cited titles, chapters, and sections as they exist on the Effective Date of this Compact, together with any amendments or renumbering that may be adopted during the term of this Compact.

J. No Effect on Other Agreement or Licensing. No activities conducted by the Tribe or any Tribal Enterprise arising out of or relating to this Compact shall affect in any way any activities of the Tribe or any of its subsidiaries pursuant to any other agreement with the State, including but not limited to any agreement with the State concerning gaming activities, or any license issued to the Tribe or any of its subsidiaries or enterprises concerning gaming activities.

K. Compliance Manager's Responsibilities.

1. The Commission shall designate a Compliance Manager who will be responsible for oversight of each Tribal Enterprise's compliance with the terms of this Compact.

2. The Compliance Manager shall report any failure of a Tribal Enterprise to comply with the Compact to the Commission, which shall correspond with the DCP immediately, but no later than one (1) business day, after becoming aware of the failure to comply. Such notice to the DCP shall be in writing and delivered electronically to the contact listed in Section XI.B. of this Compact. Subsequently, the Compliance Manager shall provide to the Commission a detailed description of the failure to comply and a report describing the proposed resolution for any such failure to comply within seven (7)

days of discovery of such failure to comply. In the event that such failure to comply cannot be resolved within seven (7) days, the Compliance Manager shall provide the Commission with an interim resolution report, which shall be updated every seven (7) days thereafter until the failure to comply is fully resolved. Upon receipt, the Commission shall share any such reports with the DCP. The Commission shall promptly provide the DCP available information regarding the failure to comply, provided that the DCP shall not be entitled to any information of the Tribe, Commission, or of any Tribal Enterprise that is subject to the attorney-client privilege or attorney work product privilege. Any information provided pursuant to this provision that is a trade secret or other commercial or financial information shall be held confidential by the State and shall be considered exempt from disclosure pursuant to Connecticut General Statutes section 1-210(b)(5).

3. In the event the Compliance Manager is unable to perform their responsibilities for any period of time, the Commission shall designate another authorized representative to carry out such responsibilities. In the event the Compliance Manager will be unavailable for a period of longer than ten (10) business days, the Commission shall designate an interim Compliance Manager and shall notify the DCP, electronically in writing, which notice shall include the name and contact information of such interim Compliance Manager.

V. CANNABIS TRANSACTIONS

A. Transactions with State Licensees. A Tribal Enterprise may enter into transactions with any State Licensee for the cultivation, production, manufacturing, packaging, labeling, processing, storage, transport, delivery, testing, purchase, sale, transfer, handling and/or dispensing of cannabis to the same extent such State Licensee could enter in such transactions with any other State Licensee. Any such transaction between a Tribal Enterprise and a State Licensee may occur on Tribal Lands at one or more locations as determined by the Commission or anywhere outside Tribal Lands in the State to the same extent as such State Licensee may, pursuant to State law, conduct such transactions with another State Licensee.

B. Sales by Tribal Enterprises to Consumers, Qualifying Patients and Caregivers.

1. A Tribal Enterprise may sell to Consumers located on Tribal Lands cannabis obtained pursuant to this Compact from a State Licensee, including cannabis obtained pursuant to this Compact that is further packaged, processed, and/or is subject to other manufacturing activities

occurring on Tribal Lands consistent with Tribal Regulations and this Compact.

2. A Tribal Enterprise may dispense Medical Marijuana Products obtained pursuant to this Compact from a State Licensee to qualifying patients and caregivers from a retail location on Tribal Lands provided such enterprise complies with Tribal Regulations that meet or exceed the requirements of the Connecticut General Statutes section 21a-420s (b)-(g).

3. A Tribal Enterprise may sell Medical Marijuana Products obtained pursuant to this Compact from a State Licensee to persons holding active medical cannabis certifications issued by a tribal or U.S. state government, provided evidence of the medical certification shall be verified by an authorized employee of the Tribal Enterprise prior to completing the sale of such Medical Marijuana Products. The Tribal Enterprise shall retain evidence of any such tribal or other U.S. State government medical certification provided by such person for a period of no less than three (3) years after completion of the transaction.

4. A Tribal Enterprise may sell or dispense (as applicable) to Consumers, Qualifying Patients and Caregivers located on Tribal Lands cannabis that is exclusively sourced from Tribal Lands. For the purposes of this provision "exclusively sourced" means that all cultivation, packaging, processing, and any other activities occurring in the manufacturing of such cannabis occurs on Tribal Lands consistent with Tribal Regulations and this Compact.

5. The location for any sales of cannabis by a Tribal Enterprise to Consumers, Qualifying Patients or Caregivers will be on Tribal Lands at one or more locations as authorized by the Commission.

C. Entry of Transactions into State CATS.

1. DCP shall make the State CATS available to all Tribal Enterprises for use to the same extent that the State CATS is made available to State Licensees.

2. All cannabis purchased by a Tribal Enterprise from a State Licensee or sold to a State Licensee from a Tribal Enterprise will be verified upon delivery, and confirmation of receipt will be made in

compliance with Tribal Regulations (for the Tribal Enterprise) and State Regulations (for the State Licensee).

3. Any transaction between a Tribal Enterprise and a State Licensee must be executed through the State CATS if the same transaction between two similarly situated State Licensees is required to be executed through the State CATS.

4. A Tribal Enterprise shall enter such transaction into the State CATS only to the extent a State Licensee similarly situated to the Tribal Enterprise in such transaction is required to enter that transaction into the State CATS.

5. Notwithstanding the fact that a Tribal Enterprise is not subject to State law, the Tribe voluntarily agrees that all Tribal Enterprises shall use the State CATS to track any event that a similarly situated State Licensee would be required to track in the State CATS. Nothing herein shall limit the authority of the Tribe or the Commission from requiring a Tribal Enterprise to use a Tribal CATS in addition to the State CATS, provided that the Tribal CATS shall not be used in lieu of the State CATS during the term of this Compact.

D. State Licensee Transactions. The State will not cite, fine, or otherwise take any other adverse licensing or other action against any State Licensee based only on the fact that such State Licensee bought cannabis from, sold cannabis to, or otherwise entered into a cannabis-related transaction with a Tribal Enterprise in full compliance with the terms of this Compact and the Tribal Regulations.

E. Licensing and Cultivation Restrictions. During the five (5) year period after the Effective Date of this Compact, the Tribe shall not authorize more than 250,000 square feet, in the aggregate, of Grow Space on Tribal Lands. Grow Space on Tribal Lands may be non-contiguous and cultivation may take place indoors, outdoors, or a combination thereof. For purposes of this section, Grow Space outdoors shall be measured by clearly identifiable boundaries in lieu of rooms.

F. Notice to State Licensees. Upon executing this Compact, DCP will promptly inform all State Licensees that any Tribal Enterprise is legally authorized to engage in Cannabis Activities with State Licensees pursuant to the terms of this Compact.

VI. TRANSPORTATION

A. Transporting Cannabis Between State Licensees and Tribal Enterprises.

1. A State Licensee that is authorized to transport cannabis to or from another State Licensee, including but not limited to a State-licensed Transporter (as defined in Connecticut General Statutes section 21a-420) may transport cannabis outside of Tribal Lands that such licensee receives from or provides to a Tribal Enterprise.

2. A Tribal Enterprise may apply for a Transporter license from the DCP for the transport outside of Tribal Lands of cannabis that such enterprise receives from or provides to a State Licensee, provided such enterprise shall agree to comply with all State Regulations for such transport activities outside of Tribal Lands to the same extent as any Transporter licensed within the State of Connecticut. Notwithstanding the foregoing, a Tribal Enterprise shall not be subject to any lottery application provisions of the State Regulations and may apply for, and be issued, a Transporter license at any time. Application and license fees shall be waived for any Tribal Enterprise that applies for a Transporter license from the DCP.

B. Delivery of Cannabis to Consumers Outside Tribal Lands

1. A Tribal Enterprise may use a State-licensed Delivery Service (as defined in the Connecticut General Statutes section 21a-420) for the delivery of cannabis from a Tribal Enterprise located on Tribal Lands to consumers, qualifying patients, and caregivers located outside of Tribal Lands.

2. A Tribal Enterprise may apply for a Delivery Service license from the DCP for the delivery of cannabis from a Tribal Enterprise located on Tribal Lands to consumers, qualifying patients, and caregivers located outside of Tribal Lands, provided such enterprise shall agree to comply with all State Regulations for such delivery outside of Tribal Lands to the same extent as any Delivery Service licensed within the State of Connecticut. Notwithstanding the foregoing, a Tribal Enterprise shall not be subject to any lottery application provisions of the State Regulations and may apply for, and be issued, a Delivery Service license at any time. Application and license fees shall be waived for any Tribal Enterprise that applies for a Delivery Service license from the DCP.

C. Nothing in this Compact shall make State Regulations applicable to or otherwise affect the Commission's regulation of the transport or delivery of cannabis occurring within Tribal Lands by any entity, all of which shall be regulated exclusively by the Commission.

VII. RESEARCH AND TESTING OF CANNABIS

All cannabis offered for sale or transfer by a Tribal Enterprise shall be tested for compliance with Tribal Regulations that meet or exceed the requirements set forth in Section 21a-421j-30 of the State Regulations by an independent testing laboratory licensed by the State. Cannabis that does not comply with the requirements set forth in Section IV.E. of this Compact shall not be offered for sale or distributed to Consumers. Nothing in this Compact shall impair the right of any laboratory licensed by the Commission to conduct quality assurance testing, in addition to the testing required by an independent testing laboratory pursuant to Section IV.E. of this Compact, on cannabis to be sold on Tribal Lands. Additionally, a separate Tribal Enterprise may apply for an independent testing laboratory license from the DCP, provided such enterprise shall comply with all State Regulations to the same extent as an independent testing laboratory licensed within the State. Notwithstanding the foregoing, a Tribal Enterprise shall not be subject to any lottery application provisions of the State Regulations and may apply for, and be issued, an independent testing laboratory license at any time. If a Tribal Enterprise is granted an independent testing laboratory license, such licensee may transport cannabis between the State and Tribal Lands, subject to all other State Regulations applicable to such license. Application and license fees shall be waived for any Tribal Enterprise that applies for an independent testing laboratory license from the DCP.

VIII. TAXATION

A. No State or Municipal Tax. No State Taxes, fee, assessment, or other charge of any kind imposed by the State or any town or municipality located in the State shall be assessed against or collected from the Tribe, any Tribal Enterprise, State Licensee, or any Consumer, Qualifying Patient or Caregiver in connection with any Cannabis Activities occurring on Tribal Lands. No State Taxes, fee, assessment or other charge of any kind shall be imposed or assessed by the State or any town or municipality located in the State on any sale, transfer, delivery, or exchange of cannabis between a Tribal Enterprise and a State Licensee regardless of whether such sale, transfer, delivery or exchange of cannabis occurs on Tribal Lands or outside of Tribal Lands.

B. Tribal Tax. The Tribe shall impose and retain all Tribal Taxes on all sales of cannabis on Tribal Lands, at a rate of not less than 100% of the amount of any State Taxes that would be applicable if such sales were occurring by a State Licensee outside of Tribal Lands. The Tribe may choose to levy a Tribal Tax on any transaction concerning cannabis that may otherwise be exempt or is not taxed under State law.

IX. SAFETY AND ENFORCEMENT

A. Adulterated Cannabis. Any cannabis discovered by the Commission to be adulterated, or in the event the DCP provides written notice to the Commission of cannabis that is adulterated, as determined by a written inspection report provided to the Commission, shall be embargoed at the location where the cannabis is discovered within twenty-four (24) hours of the Commission's discovery or receipt of such written inspection report from the DCP as the case may be, pending further testing to be performed by a cannabis testing laboratory at the expense of the entity that is the source of such adulterated cannabis. The embargo shall be evidenced by a tag or other appropriate marking affixed to the cannabis, giving notice that such cannabis is, or is suspected of being, adulterated. The embargo shall be effective upon written notice of the embargo, including the inspection report, to the Compliance Manager. Within twenty-one (21) days of such embargo, the Commission, in consultation with the DCP, shall:

1. Lift the embargo by order of the Commission; or

2. Order the embargoed cannabis to be disposed of in a manner that renders it unusable and nonrecoverable; or

3. Order the embargoed cannabis to be remediated in a manner that brings the cannabis into compliance with testing requirements set forth in Tribal Regulations that meet or exceed the applicable requirements set forth in Section 21a-421j-30 of the State Regulations.

4. During the embargo period no person shall alter, handle, remove, distribute, offer for sale or otherwise transfer the embargoed cannabis without the express written permission of the Commission. In the event the Tribal Enterprise fails to comply with the embargo order or otherwise fails to comply with the terms of this section, the DCP may restrict the Tribal Enterprise's access to the State CATS and notify all State Licensees that no further Cannabis Activities may occur with such Tribal Enterprise.

B. Tribal Enforcement. Except for the matters expressly addressed in section IX.A., the Tribe shall address safety and enforcement issues in accordance with Tribal law, and internal policies and controls of the Tribe, the Commission, and any Tribal Enterprise.

C. Premises Checks.

1. By the Tribe. The Commission will conduct at least one (1) premises check per year for each Tribal Enterprise engaged in Cannabis Activities to observe compliance with the Tribal Regulations and this Compact and to provide support and education to Tribal Enterprises and staff. The Commission, through the Compliance Manager, shall provide electronic written notice of such premises check to the DCP Legal Director. Additionally, the Commission, through the Compliance Manager, will provide the DCP with a written report outlining the results of each premises check within ten (10) days of such premises check.

2. By the State. The State, through the DCP and its staff, may conduct two (2) scheduled premises checks per year at each Tribal Enterprise to review compliance with this Compact. Prior to conducting any scheduled check, the DCP will contact the Commission, through the Compliance Manager, and shall provide no less than three (3) days written notice of its intention to conduct a scheduled premises check. The Compliance Manager shall coordinate with the DCP to conduct the scheduled premises check within two (2) days of receipt of the DCP's notice of intent to conduct such check. The Commission, through the Compliance Manager, and the Tribal Police shall make staff available and shall accompany the DCP for all scheduled premises checks but shall not interfere with the DCP. Other representatives of the Commission may accompany the DCP as well but shall not interfere with the DCP's premises check. The DCP will provide to the Commission, through the Compliance Manager, the results of any premises check within ten (10) days of such premises check. In the event the DCP finds a violation of this Compact during a premises check, the DCP shall be entitled to conduct an additional premises check to confirm that such violation has been appropriately addressed by the Tribal Enterprise, provided the DCP notifies the Commission, through the Compliance Manager, in writing prior to any such additional check. If the DCP receives a complaint alleging non-compliance with the Compact by a Tribal Enterprise, the DCP may conduct an unscheduled premises check provided the DCP gives no less than one (1) day's written notice to the Commission, through the Compliance Manager, prior to such premises check. The Commission, through the Compliance Manger or their designee, and the Tribal Police, shall accompany the DCP for any unscheduled premises check; provided that such premises check may still occur if the Tribal Police or the Compliance Manager or other representative of the Commission is unable to accompany the DCP and circumstances warrant that the premises check immediately occur. In the event of an unscheduled premises check, neither the Tribal Police nor the Compliance Manager nor any other representative of the Commission shall notify the Tribal Enterprise of such premises check in order to

preserve the integrity of the review. An unscheduled premises check shall not constitute one of the two scheduled premises checks set forth in this section.

D. Compliance Checks – Minors. The Commission shall conduct at least one (1) compliance check per year at each retail cannabis facility located on Tribal Lands using minors ages 18, 19, or 20 ("Minor Compliance Check"). The Compliance Manager will notify the DCP in writing of the results of any Minor Compliance Check within ten (10) days following such Minor Compliance Check. The State shall not take criminal action against any minor who purchases cannabis as part of such a compliance check on Tribal Lands.

E. Cooperation. Both Parties will cooperate in good faith to undertake all premises checks contemplated under this section. All such notices shall be given via email, to the Commission, Chief of Police, and Compliance Manager, with a courtesy copy to the Chair of the Tribal Council. The Tribe will provide the relevant email addresses to the DCP. If the relevant email addresses change, the Tribe will provide the new email addresses to the DCP. The Tribal Enterprise locations to be checked will not be notified in advance of the check by any Party. Should any Party have any concerns arising out of a premises check or Minor Compliance Check or the results thereof, the Parties will meet in good faith to discuss any suggested changes to protocols for the premises checks and Minor Compliance Checks themselves, or for cannabis sales by the Tribal Enterprise that was checked.

X. DISPUTE RESOLUTION

A. Process Required. Should a dispute arise between the Parties regarding compliance with this Compact by either Party, the Parties will attempt to resolve the dispute through the dispute resolution process set forth in sections X.B.–D.

B. Notice. Either Party may invoke the dispute resolution process by notifying the other, in writing, of its intent to do so. The notice must set out the issues in dispute and the notifying Party's position on each issue. Notice shall be sent via email, with read and delivery receipt tracking, and via regular postal mail.

C. Meet and Confer. The first stage of the process shall include a meeting between representatives of the Parties to attempt to resolve the dispute by negotiation. The meeting must be convened, remotely or in-person, within thirty (30) days after the receiving Party's receipt of the written notice described in the Notice section above. The representatives of each Party will come to the meeting with authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in a writing signed by the Parties.

D. Mediation. If the Parties are unable to resolve the dispute within sixty (60) days after receipt of the initial written notice described in Section X.B., the Parties will engage the services of a mutually agreed-upon qualified mediator to assist them in attempting to negotiate the dispute. If the Parties are unable to agree on a mediator within ninety (90) days after receipt of the initial written notice, the parties shall request the Connecticut Bar Association assign an independent mediator to oversee the mediation. Costs for the mediator will be divided equally by the Parties. The Parties will pursue the mediation process in good faith until the dispute is resolved or until ninety (90) days after the date the mediation commences, whichever occurs first. The date that the mediation commences will be the date of the first meeting set by the mediator with the Parties, which shall occur within sixty (60) days after the mediator is retained. The Parties may continue mediation after the ninety (90) day period by mutual written agreement. If the Parties cannot agree on a format for the mediation process, the format will be determined by the mediator. If the dispute is resolved, the resolution will be memorialized by the mediator in a writing signed by the Parties.

E. Defense of This Compact. In any action filed by a third party challenging either the Tribe's or the State's authority to enter into or enforce this Compact, the Parties each agree to support the Compact and defend each of their authority to enter into and implement this Compact; provided, however, that this provision does not waive, and shall not be construed as a waiver of, the sovereign immunity of the Tribe, the Commission, or any Tribal Enterprise or of the State or any state entity.

XI. COMMUNICATION AND NOTICE

A. Designated Contacts. The Parties agree to maintain regular and open communication regarding the administration and implementation of this Compact. The Parties agree that the following individuals will be designated primary contacts regarding administration of this Compact:

For the State:

General Counsel
Office of the Governor
210 Capitol Ave, Room 214
Hartford, CT 06106

Legal Director
Department of Consumer Protection
450 Columbus Blvd, Suite 901
Hartford, CT 06103

Caitlin.anderson@ct.gov

For the Tribe:

MPTN Tribal Chair
Mashantucket Pequot Tribal Nation
2 Matts Path
Mashantucket, CT 06338
rodneybutler@mptn-nsn.gov

Office of Legal Counsel
Mashantucket Pequot Tribal Nation
2 Matts Path
Mashantucket, CT 06338
jcummings@mptn-nsn.gov

The Parties agree that if either Party believes that the goals and objectives of this Compact are not being met, that they will meet promptly to discuss any issues and concerns.

B. Notice. Any notice that may be or is required to be sent under this Compact shall be sent as follows, electronically and physically:

If to the State:

Office of the Governor
210 Capitol Ave, Room 214
Hartford, CT 06106

With a copy to:

DCP Legal Director
450 Columbus Blvd, Suite 901
Hartford, CT 06103
Caitlin.anderson@ct.gov and
DCP.Legal@ct.gov

If to the Tribe:

Rodney Butler, Chairman
Mashantucket Pequot Tribal Nation
2 Matts Path
Mashantucket, CT 06338
rodneybutler@mptn-nsn.gov

With a copy to:

Office of Legal Counsel
Mashantucket Pequot Tribal Nation
2 Matts Path
Mashantucket, CT 06338

jcummings@mptn-nsn.gov

If to the Commission:

Mashantucket Pequot Cannabis
Regulatory Commission
2 Matts Path
Mashantucket, CT 06338

With copy to:

Office of Legal Counsel
Mashantucket Pequot Tribal Nation
2 Matts Path
Mashantucket, CT 06338
jcummings@mptn-nsn.gov

XII. EFFECT, DURATION, AND AMENDMENT

A. Term. Except as set forth herein, this Compact shall remain in effect unless and until the Parties mutually agree in writing that the Compact should be vacated or terminated and superseded by a new compact entered between the Parties at an earlier date. Either Party may terminate this Compact, provided the terminating Party provides the other Party with written notice, electronically and in hard copy, no less than sixty (60) days in advance of the termination date. In the event of a termination by the Tribe, any Tribal Enterprise then in possession of any cannabis purchased or transferred from a State Licensee, shall, by the effective date of such termination, sell all such cannabis to Consumers consistent with the requirements of this Compact or surrender such cannabis to a State Licensee or the DCP.

B. Amendment. No amendment or alteration of this Compact shall arise by implication or course of conduct. This Compact may be altered only by a subsequent written document, approved by the Parties, expressly stating the Parties' intention to amend this Compact.

C. Severability. If any provision of this Compact or its application to any person or circumstance is held invalid, the remainder of the Compact shall not be affected.

D. Change in Classification. If the classification of cannabis as a Schedule I drug is altered in any way or federal cannabis enforcement policy changes, the Parties agree to meet and discuss the need to modify or terminate this Compact.

E. Intertribal Transactions. In the event a state or federally-recognized Indian tribe in Connecticut enters into a compact with the State concerning Cannabis Activities,

a Tribal Enterprise may conduct transactions with such tribe (or such tribe's authorized enterprise(s)) in the same manner as this Compact allows a Tribal Enterprise to conduct transactions with a State Licensee, provided such other tribe or its authorized enterprise(s) may conduct transactions with a State Licensee.

F. The Tribe has adopted a Tribal council resolution authorizing the execution of this Compact as of December 11, 2025.

G. The State has authorized this Compact under Connecticut General Statutes Sec. 21a-422j.

This Compact is hereby made this 15th day of June, 2026.

STATE OF CONNECTICUT

Ned Lamont, Governor

MASHANTUCKET PEQUOT TRIBE

Rodney Butler, Chairman