From: Woodburn, Jeff
To: "mdunbar@joneswalker.com"
Subject: Governor Scott Signs $3 Billion Seminole Compact
Date: Monday, December 07, 2015 8:11:48 PM
Attachments: 2015_Gaming_Compact.pdf

From: News Alerts [mailto:NewsAlerts@eog.myflorida.com]
Sent: Monday, December 07, 2015 8:04 PM
Subject: *NEWS ALERT* Governor Scott Signs $3 Billion Seminole Compact

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From: Governor's Press Office
Sent: Monday, December 07, 2015 7:50 PM
Subject: Governor Scott Signs $3 Billion Seminole Compact

Good evening,

Please see the attached Tribal-State Gaming Compact negotiated and executed with the Seminole Tribe of Florida that Governor Scott submitted tonight to President Gardiner and Speaker Crisafulli.

Thanks,

Jackie Schutz

RICK SCOTT
GOVERNOR

December 7, 2015

The Honorable Andy Gardiner
President, The Florida Senate
Room 409, The Capitol
Tallahassee, Florida 32399

The Honorable Steve Crisafulli
Speaker, The Florida House of Representatives
Room 420, The Capitol
Tallahassee, Florida 32399

Dear President Gardiner and Speaker Crisafulli:

Thank you for your steadfast support and assistance in negotiating a compact with the Seminole Tribe of Florida. While we are now pleased to submit to you the attached Tribal-State Gaming Compact negotiated with the Seminole Tribe of Florida pursuant to section 285.712, F.S.,[1] this agreement would not have been possible without the leadership of Senator Rob Bradley and Representative Jose Felix Diaz in the state's negotiation.

I have executed this compact after months of collaboration, negotiation and discussion and now respectfully submit it to you for consideration and ratification by your respective chambers. This compact represents an unprecedented level of cooperation between the State of Florida and the Seminole Tribe of Florida, including the largest revenue share guarantee in history at $3 billion, which is three times the prior compact guarantee of $1 billion.

This compact will also result in an over $1.8 billion capital investment by the Seminole Tribe and over 4,800 new direct and indirect jobs with an additional 14,500 direct and indirect construction jobs. In addition to the historic $3 billion in guaranteed revenue to the state, nearly $2 billion capital investment and the creation of over 4,800 jobs, this compact also:

- Creates a cap on the amount of gaming that can be offered by the Seminole Tribe;
- Provides certainty and stability for the gaming environment of the state;

[1] (1) The Governor is the designated state officer responsible for negotiating and executing, on behalf of the state, tribal-state gaming compacts with federally recognized Indian tribes located within the state pursuant to the federal Indian Gaming Regulatory Act of 1988, 18 U.S.C. ss. 1166-1168 and 25 U.S.C. ss. 2701 et seq., for the purpose of authorizing class III gaming, as defined in that act, on Indian lands within the state. (2) Any tribal-state compact relating to gaming activities which is entered into by an Indian tribe in this state and the Governor pursuant to subsection (1) must be conditioned upon ratification by the Legislature. (3) Following completion of negotiations and execution of a compact, the Governor shall submit a copy of the executed tribal-state compact to the President of the Senate and the Speaker of the House of Representatives as soon as it is executed. To be effective, the compact must be ratified by both houses of the Legislature by a majority vote of the members present. The Governor shall file the executed compact with the Secretary of State pursuant to s.15.01.

THE CAPITOL
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- Allows flexibility for future policy decisions by the Florida Legislature, while limiting the expansion of gaming in the state; and
- Provides increased revenue share percentages to the state over the previous compact.

With a $3 billion guarantee along with a cap on the Tribe's gaming, it is my hope that this compact can be the foundation of a stable and predictable gaming environment for the state of Florida. My execution of this compact is the first step in the process outlined in law and I look forward to continuing to work with you and your respective chambers this session in order to ratify this $3 billion historic agreement.

I am sure there will be several other issues that the legislature may wish to debate and discuss in addition to the details within this compact itself. While many of these issues may be part of legislation you choose to consider outside this compact, my office and I will continue to work with you and Senator Bradley and Representative Diaz in the weeks and months ahead to reach a positive outcome for our state. The compact itself is a good deal for the State of Florida and it is my hope that you will consider giving it a vote in the Florida Senate and the Florida House during the regular 2016 session or at the time you believe is most appropriate.

Sincerely,

Rick Scott
Governor

	NEW COMPACT	2010 COMPACT
Guarantee Money to State	7-year guarantee worth 3 billion dollars (Starts 7/1/17) 1- $325 million 2- $350 million 3- $375 million 4- $425 million 5- $475 million 6- $500 million 7- $550 million Total: $3 Billion guaranteed (true-up at end of year 7) → 7-year 3 billion dollar minimum guarantee is largest guarantee ever by an Indian Tribe. 2010 Compact revenue share percentages for year 1	5-year guarantee worth 1 billion dollars 1- $150 million 2- $150 million 3- $233 million 4- $233 million 5- $234 million Total: $1 Billion guaranteed
Term	20 years; 7-year minimum guarantee. → Creates long-term revenue certainty and stability	20 years; 5-year minimum guarantee; Banked Card Games exclusivity expires after 5 years.
Jobs/Capital Investment	4,800 new direct and indirect jobs, 14,500 direct and indirect construction jobs, and $1.8 billion in capital investment	N/A
Revenue Share to State	Revenue Share to State from Tribe's Gaming Revenue $0-2B: 13% (1% increase) $2-3B: 17.5% (2.5% increase) $3-3.5B: 17.5% $3.5-4B: 20% $4-4.5B: 22.5% $4.5B+: 25% → Revenue Share increased	Revenue Share to State from Tribe's Gaming Revenue $0-2B: 12% $2-3B: 15% $3-3.5B: 17.5% $3.5-4B: 20% $4-4.5B: 22.5% $4.5B+: 25%
Recession	Because of the significant Guarantee if there is a recession during the Guarantee Period the Tribe may pay based on percentages vs Guarantee plus 50% of difference between the percentage payment and Guarantee. The other 50% would be due the next year in addition to the payment owed during that year. (May only use once during guarantee period)	N/A
Games	1. Slot Machines 2. Banked Card Games 3. Raffles and Drawings 4. Any new game authorized for any person except Banked Card Games authorized for another Indian Tribe 5. Live Table Games	1. Slot Machines (all Facilities) 2. Banked Card Games (all Facilities except Big Cypress & Brighton) 3. Raffles and Drawings 4. Any new game authorized for any person except Banked Card Games authorized for another Indian Tribe
Exclusivity Received for Payments	Statewide: Banked & Banking Card Games; Live Table Games Outside Miami-Dade/Broward: Slot Machines	Statewide: Banked Card Games Outside Miami-Dade/Broward: Slot Machines

Facilities	1. Seminole Indian Casino-Brighton 2. Seminole Indian Casino-Coconut Creek 3. Seminole Indian Casino-Hollywood 4. Seminole Indian Casino-Immokalee 5. Seminole Indian Casino-Big Cypress 6. Seminole Hard Rock Hotel & Casino-Hollywood 7. Seminole Hard Rock Hotel & Casino-Tampa	1. Seminole Indian Casino-Brighton 2. Seminole Indian Casino-Coconut Creek 3. Seminole Indian Casino-Hollywood 4. Seminole Indian Casino-Immokalee 5. Seminole Indian Casino-Big Cypress 6. Seminole Hard Rock Hotel & Casino-Hollywood 7. Seminole Hard Rock Hotel & Casino-Tampa
Change in Facilities	• Tribe may expand or replace existing Facilities; • Express limits on additional gaming positions at Tribe's Facilities on its Reservations → Hard caps on gaming in Florida	• Tribe may expand or replace existing Facilities; • No limit on additional gaming positions at Tribe's Facilities on its Reservations
State Oversight	State Compliance Agency allowed 16 hours of inspection over course of two days per facility, per month, capped at 1,600 hours annually. Tribe pays annual oversight payment of $400,000, increased for inflation. → Increased funding and hours for oversight	State Compliance Agency allowed 10 hours of inspection over course of two days per facility, per month, capped at 1,200 hours annually. Tribe pays annual oversight payment of $250,000, increased for inflation.
Exclusivity (Banked & Banking Card Games authorized at existing Miami-Dade/Broward pari-mutuels)	If Banked & Banking Card Games authorized: • Revenue Share Payments Cease until gaming activities are no longer authorized; except • Legislature can exercise its power to add blackjack at the Pari-mutuels in Miami-Dade and Broward subject to some limitations without an impact on the compact. If the market shifts to slot machines with banked card game themes instead of traditional tables the Tribe has the option to waive its exclusivity in Broward and Miami-Dade Counties after fiscal year 2024 if the Tribe's Net Win from all table games in Broward County is less than its Net Win from Banked Card Games in Broward County during this fiscal year. If the Tribe waives its exclusivity the Legislature could exercise its power and limitlessly expand gaming in Broward and Miami-Dade Counties with no effect on the Compact. Revenue Share Payments calculated by excluding Net Win from Broward Facilities.	If Banked Card Games offered; AND Tribe's annual Net Win from Broward Facilities for next 12 mos is less than Net Win from preceding 12 mos; THEN • Guaranteed Minimum Payments cease; and • Revenue Share Payments calculated by reducing Net Win from Broward Facilities by 50% of the Net Win reduction. • If Net Win increases later above point of offering Banked Card Games, then Revenue Share Payments calculated without any reduction.
Exclusivity Violation (Class III Gaming authorization at locations in Miami-Dade/Broward other than existing pari-mutuels)	If Class III Gaming at non-PMW locations in Miami-Dade/Broward authorized THEN: • Guaranteed Minimum Payments cease; and • All Revenue Share Payments cease; except • Legislature may add 1 location in Miami-Dade with 750 Slot machines and 750 Instant Racing Terminals at a $5 bet limit over three year period with no effect on the Compact.	If Class III Gaming at non-PMW locations in Miami-Dade/Broward offered THEN: • Guaranteed Minimum Payments cease; and • Revenue Share Payments calculated by excluding Net Win from Broward Facilities.
Violation Exclusivity (Class III Gaming authorized outside of Miami-Dade/Broward)	If Class III Gaming authorized outside of Miami-Dade/Broward THEN: • All exclusivity payments under the Compact cease; except • Legislature may add 1 location in Palm Beach with 750 Slot machines and 750 Instant Racing Terminals at a $5 bet limit over a three year period with no effect on the Compact.	If Class III Gaming offered outside of Miami-Dade/Broward THEN: • All exclusivity payments under the Compact cease.

Pari-Mutuel Policy Choices for Legislature	Explicitly states that the following do not violate exclusivity: • Lower taxes for pari-mutuels as low as 25% on Slot Machine Revenue • Decoupling for pari-mutuels • Additional Slot Licenses in Miami Dade and Palm Beach Counties. • Blackjack for Pari-mutuels in Broward and Miami Dade with some limitations • Expansion of hours • Placement of ATMs on slot floor • Non-slot operating Pari-mutuels offering Designated Player Games with some restrictions → Maintains Legislature's prerogatives on gaming in the State of Florida	
Internet Gaming	Tribe recognizes that internet gaming is illegal in Florida. If State authorizes internet gaming, THEN→ • Guaranteed Minimum Payments cease; but • Revenue Share Payments continue. If Tribe offers internet gaming to players in Florida then Guaranteed Minimum Payments continue. Affirmative recognition by Tribe that internet gaming is illegal in Florida.	If State authorizes internet gaming and Tribe's Net Win from all Facilities drops more than 5% below Net Win from previous year THEN → • Guaranteed Minimum Payments cease; but • Revenue Share Payments continue If Tribe offers internet gaming then Guaranteed Minimum Payments continue.
Florida Lottery	Maintains consumer and employee protections. → New point-of sale system for Florida Lottery for sales at gas pumps	
Smoking	Tribe will make efforts to promote smoke free environment at Facilities	Tribe will make efforts to promote smoke free environment at Facilities
Compulsive Gambling	Tribe will make annual $1,750,000 donation to the Florida Council on Compulsive Gambling and maintain a voluntary exclusion list. → Maintains support for compulsive gaming resources regardless of Tribe's decisions to open or close facilities.	Tribe will make annual $250,000 donation per Facility to the Florida Council on Compulsive Gambling and maintain a voluntary exclusion list.
Alcohol Abuse	Tribe will maintain proactive approaches to prevent improper alcohol sales, drunk driving, and underage drinking.	Tribe will maintain proactive approaches to prevent improper alcohol sales, drunk driving, and underage drinking.
Compact with another federally-recognized Indian Tribe in Florida	Florida may enter into a Compact with another federally-recognized Tribe that has land in trust in the State as of March 31, 2014.	Florida may enter into a Compact with another federally-recognized Tribe that has land in trust in the State as of February 1, 2010.

2015 GAMING COMPACT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE STATE OF FLORIDA

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2015 Gaming Compact Between the Seminole Tribe of Florida and the State of Florida

This Compact is made and entered into by and between the Seminole Tribe of Florida, a federally-recognized Indian Tribe, and the State of Florida, with respect to the operation of Covered Games, as defined herein, on the Tribe's Indian Lands as defined by the Indian Gaming Regulatory Act, P.L. 100-497, 102 Stat. 2467, 25 U.S.C. ss. 2701 *et seq*.

Part I. TITLE

This document shall be referred to as the "2015 Gaming Compact Between the Seminole Tribe of Florida and the State of Florida."

Part II. RECITALS

A. The Seminole Tribe of Florida is a federally-recognized tribal government possessing sovereign powers and rights of self-government.

B. The State of Florida is a state of the United States of America possessing the sovereign powers and rights of a state.

C. The State and the Tribe maintain a government-to-government relationship.

D. The United States Supreme Court has long recognized the right of an Indian Tribe to regulate activity on lands within its jurisdiction, but the United States Congress, through the Indian Gaming Regulatory Act, has given states a role in the conduct of tribal gaming in accordance with negotiated tribal-state compacts.

E. Pursuant to the Seminole Tribe Amended Gaming Ordinance, adopted by Resolution No. C-195-06, and approved by the Chairman of the National Indian Gaming Commission on July 10, 2006, as the same may be amended from time-to-time, hereafter referred to as the Seminole Tribal Gaming Code, the Seminole Tribe of Florida desires to offer the play of Covered Games, as defined in Part III of this Compact, as a means of generating revenues for purposes authorized by the Indian Gaming Regulatory Act, including without limitation the support of tribal governmental programs, such as health care, housing, sewer and water projects, police, fire suppression, general assistance for tribal elders, day care for children, economic development, educational opportunities, per capita payments to tribal members, and other typical and valuable governmental services and programs for tribal members.

F. The Tribe and the State entered into a tribal-state compact pursuant to the Indian Gaming Regulatory Act on April 7, 2010, which became effective on July 6, 2010, 75 Fed. Reg. 38,833, ("2010 Compact"). This Compact supersedes the 2010 Compact, unless this Compact is not approved by the Florida Legislature and the U.S. Secretary of the Interior or is invalidated by court action or change in federal law. In the event that this Compact is not approved by the Florida Legislature and the U.S. Secretary of the Interior or is invalidated by court action or change in federal law, then the 2010 Compact shall remain in effect.

G. The Tribe and the State affirm that it is in the best interests of the Tribe and the State to enter into this Compact. The Compact recognizes the Tribe's right to offer certain forms of Class III Gaming and provides significant additional substantial exclusivity for such activities in return for a reasonable revenue sharing arrangement

between the Tribe and the State that will entitle the State to significant additional revenue participation.

H. Through this Compact, the Tribe intends to make significant new investments in its Facilities and its related infrastructure on its Indian Lands, including $1.8 billion in capital expenditures by the Tribe, resulting in 4,800 new direct and indirect jobs from expanded operations at the Facilities, and over 14,500 direct and indirect construction jobs, as well as enhanced revenue for the Tribe and the State.

I. This Compact embodies an unprecedented level of cooperation between a state and a sovereign tribal government, which benefits the long-term economic and social well-being of the State and the Tribe.

Part III. DEFINITIONS

As used in this Compact:

A. "Annual Oversight Assessment" means the amount for reimbursement to the State for the actual and reasonable costs of the State Compliance Agency to perform its monitoring functions set forth under this Compact.

B. "Banking or Banked Card Game(s)" means any banked card game, including but not limited to those games listed in 25 C.F.R. s. 502.4(a)(1), as in effect on July 1, 2015.

C. "Bingo Game", for the purpose of non-Indian gaming under State law, means and refers to the activity, commonly known as "bingo," in which participants pay a sum of money for the use of one or more bingo cards. When the game commences, numbers are drawn by chance, one by one, and announced. The players cover or mark

those numbers on the bingo cards which they have purchased until a player receives a given order of numbers in sequence that has been preannounced for that particular game. This player calls out "bingo" and is declared the winner of a predetermined prize. More than one game may be played upon a bingo card, and numbers called for one game may be used for a succeeding game or games.

D. "Class III Gaming" means those games included in 25 C.F.R. s. 502.4, as in effect on July 1, 2015.

E. "Commission" means the Seminole Tribal Gaming Commission, which is the tribal governmental agency that has the authority to carry out the Tribe's regulatory and oversight responsibilities under this Compact.

F. "Compact" means this 2015 Gaming Compact Between the Seminole Tribe of Florida and the State of Florida, as the same may be amended or supplemented in accordance with its terms.

G. "Covered Game(s)" means the following Class III Gaming activities:

1. Slot Machine(s).

2. Banking or Banked Card Game(s).

3. Raffle(s) and Drawing(s).

4. Live Table Game(s).

5. Any new game authorized by State law for any person for any purpose.

H. "Covered Game Employee(s)" or "Covered Employee(s)" means any individual employed and licensed by the Tribe whose responsibilities include the rendering of services with respect to the operation, maintenance or management of Covered Games, including, but not limited to, the following: managers and assistant

managers; accounting personnel; Commission officers; surveillance and security personnel; cashiers, supervisors, and floor personnel; cage personnel; and any other employee whose employment duties require or authorize access to areas of the Facility related to the conduct of Covered Games or the technical support or storage of Covered Game components. This definition does not include the Tribe's elected officials provided that such individuals are not directly involved in the operation, maintenance, or management of Covered Games or Covered Games components.

I. "Designated Player" means the player identified by a button as the player in the dealer position, seated at any traditional player position in a Designated Player Game, who is not required to cover all wagers.

J. "Designated Player Game(s)" means games consisting of at least three (3) cards in which players compare their cards only to those cards of the player in the dealer position, who also pays winners and collects from losers. The ranking of poker hands in such game(s) shall be consistent with the definition of traditional poker hand rankings provided in Hoyle's Modern Encyclopedia of Card Games, 1974 Ed.

K. "Documents" means books, records, electronic, magnetic and computer media documents and other writings and materials, copies thereof, and information contained therein.

L. "Effective Date" means the date on which this Compact becomes effective pursuant to Part XVI, Section A.

M. "Electronic Bingo Machine" means a card minding device, which may only be used in connection with a Bingo Game, which is certified in advance by an

independent testing laboratory licensed or contracted by the Division of Pari-Mutuel Wagering as a bingo aid device that meets all of the following requirements:

1. The device must aid a Bingo Game player by (a) storing in the memory of the device not more than three (3) bingo faces of tangible bingo cards, as defined by section 849.0931(1)(b), Florida Statutes, as of July 1, 2015, purchased by a player; (b) comparing the numbers drawn and then individually entered into the device by the player to the bingo faces previously stored in the memory of the device and (c) identifying preannounced winning bingo patterns marked or covered on the stored bingo faces.

2. The device must not be capable of accepting or dispensing any coins, currency, or tokens.

3. The device must not be capable of monitoring any bingo card face other than the faces of the tangible bingo card or cards purchased by the player for that game.

4. The device must not be capable of displaying or representing the game result through any means other than highlighting the winning numbers marked or covered on the bingo card face or giving an audio alert that the player's card has a prize-winning pattern. No casino game graphics, themes or titles, including but not limited to depictions of slot machine-style symbols, cards, craps, roulette, or lotto may be used.

5. The device must not be capable of determining the outcome of any game.

6. Progressive prizes in excess of two thousand five hundred dollars ($2,500) are prohibited.

7. Other than progressive prizes not to exceed two thousand five hundred dollars ($2,500), no prize exceeding one thousand dollars ($1,000) may be awarded.

8. No Electronic Bingo Machine may contain more than one player position for playing bingo.

9. No Electronic Bingo Machine may contain or be linked to more than one video display.

10. Prizes must be awarded based solely on the results of the Bingo Game. No additional element of chance may be used.

N. "Facility" means a building or buildings of the Tribe in which the Covered Games authorized by this Compact are conducted.

O. "Guaranteed Minimum Compact Term Payment" means a minimum total payment for the Guarantee Payment Period of Three Billion Dollars ($3,000,000,000), which shall include all Revenue Share Payments during the Guarantee Payment Period.

P. "Guarantee Payment Period" means the seven (7) year period beginning on July 1, 2017, and ending on June 30, 2024.

Q. "Guaranteed Revenue Sharing Cycle Payment" means the payments as provided in Part XI of the Compact.

R. "Historic Racing Machine(s)" means an individual historic race terminal linked to a central server as part of a network-based video game, where the terminals allow pari-mutuel wagering by players on the results of previously conducted horse races, but only if the game is certified in advance by an independent testing laboratory licensed

or contracted by the Division of Pari-Mutuel Wagering as complying with all of the following requirements:

1. All data on previously conducted horse races must be stored in a secure format on the central server, which is located at the pari-mutuel facility.

2. Only horse races that were recorded at licensed pari-mutuel facilities in the United States after January 1, 2005, may be used.

3. One (1) or more of the following three (3) bet types must be offered on all Historic Racing Machines: Win-Place-Show, Quinella, or Tri-Fecta.

4. All Historic Racing Machines must offer one (1) or both of the following racing types: Thoroughbreds or Harness.

5. Progressive prizes in excess of two thousand five hundred dollars ($2,500) are prohibited.

6. Other than progressive prizes not to exceed two thousand five hundred dollars ($2,500), no prize exceeding one thousand dollars ($1,000) may be awarded.

7. After each wager is placed, the Historic Racing Machine must display a video of at least the final eight (8) seconds of the horse race before any prize is awarded or indicated on the Historic Racing Machine.

8. The display of the video of the horse race must occupy at least seventy percent (70%) of the Historic Racing Machine's video screen and no Historic Racing Machine may contain or be linked to more than one video display.

9. No casino game graphics, themes or titles, including but not limited to depictions of slot machine-style symbols, cards, craps, roulette, lotto, or bingo may be used.

10. No video reel or mechanical reel displays are permitted.

11. No Historic Racing Machine may contain more than one player position for placing wagers.

12. No coins, currency or tokens may be dispensed from a Historic Racing Machine.

13. Prizes must be awarded based solely on the results of a previously conducted horse race. No additional element of chance may be used. However, a random number generator must be used to select the race from the central server to be displayed to the player(s) and to select numbers or other designations of race entrants that will be used in the various bet types for any "Quick Pick" bets. To prevent an astute player from recognizing the race based on the entrants and thus knowing the results before placing a wager, the entrants of the race may not be identified until after all wagers for that race have been placed.

S. "Indian Gaming Regulatory Act" or "IGRA" means the Indian Gaming Regulatory Act, Pub. L. 100-497, Oct. 17, 1988, 102 Stat. 2467, codified at 25 U.S.C. ss. 2701 *et seq*. and 18 U.S.C. ss. 1166 to 1168.

T. "Indian Lands" means the lands defined as such in the IGRA, 25 U.S.C. s. 2703(4).

U. "Initial Payment Period" means the period beginning on the Effective Date and ending on June 30, 2017.

V. "Live Table Game(s)" means (1) dice games such as craps and sic-bo and any similar variations thereof, and (2) wheel games such as roulette, big six, and any similar variations thereof, but not including any game that is otherwise authorized as a Slot Machine, Banking or Banked Card Game, Raffle, or Drawing.

W. "Lottery Vending Machine(s)" means any of the following four (4) types of machines:

1. A machine to dispense pre-printed paper instant lottery tickets, but that does not read or reveal the results of the ticket, or allow a player to redeem any ticket. The machine, or any machine or device linked to the machine, may not include or make use of video reels or mechanical reels or other video depictions of slot machine or casino game themes or titles for game play. This does not preclude the use of casino game themes or titles on such tickets or signage or advertising displays on the machines;

2. A machine to dispense pre-determined electronic instant lottery tickets that displays an image of the ticket on a video screen on the machine and the player must touch the image of the ticket on the video screen to reveal the outcome of the ticket, provided the machine does not permit a player to redeem winnings, does not make use of video reels or mechanical reels or simulate the play of any casino game, and the lottery retailer is paid the same amount as would be paid for the sale of paper instant lottery tickets;

3. A machine to dispense a paper lottery ticket with numbers selected by the player or randomly by the machine. The machine does not reveal the winning numbers and the winning numbers are selected at a subsequent time and different

location through a drawing by the Florida Lottery. The machine, or any machine or device linked to the machine, may not include or make use of video reels or mechanical reels or other video depictions of slot machine or casino game themes or titles for game play. The machine may not be used to redeem a winning ticket. This does not preclude the use of casino game themes or titles for signage or advertising displays on the machine; or

4. A point-of-sale system to sell tickets for draw lottery games at gasoline pumps at retail fuel stations, provided that the system must: dispense a paper lottery receipt after the purchaser uses a credit card or debit card to purchase the ticket; process transactions through a platform that is certified or otherwise approved by the Florida Lottery; not directly dispense money or permit payment of winnings at the point-of-sale terminal; and not include or make use of video reels or mechanical reels or other Slot Machine or casino game themes or titles.

X. "Monthly Payment" means the monthly Revenue Share Payment which the Tribe remits to the State on the fifteenth (15^{th}) day of the month following each month of the Revenue Sharing Cycle.

Y. "Net Win" means the total receipts from the play of all Covered Games less all prize payouts and free play or promotional credits issued by the Tribe.

Z. "Other Casino-Style Game(s)" means the following games, to the extent not otherwise included as Class III Gaming: Slot Machines, table games including any player-banked card game, electronically-assisted Bingo Games, electronically-assisted pull-tab games, video lottery terminals (VLTs), and any similar games, whether or not such games are determined through the use of a random number generator.

AA. "Pari-Mutuel Wagering Activity(ies)" means those pari-mutuel gaming activities authorized by Chapter 550, Florida Statutes, as of July 1, 2015, and which does not include any Other Casino-Style Game or any game or device that includes video reels or mechanical reels or other Slot Machine or casino game themes or titles.

BB. "Patron(s)" means any person who is on the premises of a Facility, or who is entering the Tribe's Indian Lands for the purpose of playing Covered Games authorized by this Compact.

CC. "Regular Payment Period" means the period beginning on July 1, 2024, and terminating at the end of the term of this Compact.

DD. "Revenue Share Payment(s)" means the periodic payment(s) by the Tribe to the State provided for in Part XI of this Compact.

EE. "Revenue Sharing Cycle" means the annual (12-month) period of the Tribe's operation of Covered Games at its Facilities beginning on July 1st of each fiscal year. However, during the Initial Payment Period the first Revenue Sharing Cycle shall begin on July 1st of the previous year, and the Tribe shall receive a credit for any amount paid to the State under the 2010 Compact for that Revenue Sharing Cycle.

FF. "Rules and Regulations" means the rules and regulations promulgated by the Commission for implementation of this Compact.

GG. "Slot Machine(s)" means any mechanical or electrical contrivance, terminal that may or may not be capable of downloading slot games from a central server system, machine, or other device that, upon insertion of a coin, bill, ticket, token, or similar object or upon payment of any consideration whatsoever including the use of any electronic payment system, except a credit card or debit card, is available to play or

operate, the play or operation of which, whether by reason of skill or application of the element of chance or both, may deliver or entitle the person or persons playing or operating the contrivance, terminal, machine, or other device to receive cash, billets, tickets, token, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether the payoff is made automatically from the machine or manually. The term includes associated equipment necessary to conduct the operation of the contrivance, terminal, machine, or other device. Slot Machines may use spinning reels, video display, or both. If at any time State law authorizes the use of electronic payments systems utilizing credit or debit card payment for the play or operation of Slot Machines for any person, then the Tribe shall be authorized to use such payment systems.

HH. "State" means the State of Florida.

II. "State Compliance Agency" or "SCA" means the state agency designated by the Florida Legislature that has the authority to carry out the State's oversight responsibilities under this Compact.

JJ. "Tribe" means the Seminole Tribe of Florida or any division, section, agency, or instrumentality thereof, whether or not legally organized or separate from the Tribe's government. With respect to the authorization to conduct Covered Games, "Tribe" also means any legal entity wholly owned and controlled by the Seminole Tribe of Florida or any of the foregoing, as well as any management contractor approved under the IGRA, 25 U.S.C. s. 2711, or any licensee of the Commission consistent with 25 C.F.R. s. 522.10, conducting Covered Games pursuant to this Compact under the authority of the Seminole Tribe of Florida. All such entities shall be subject to and under

the control of the Seminole Tribe of Florida as required by the IGRA and all Net Win from such Covered Games conducted by such entities shall be subject to the Revenue Share Payments provided for in Part XI of this Compact.

KK. "Video Race Terminal" means an individual race terminal linked to a central server as part of a network-based video game, where the terminals allow pari-mutuel wagering by players on the results of previously conducted horse races, but only if the game is certified in advance by an independent testing laboratory licensed or contracted by the Division of Pari-Mutuel Wagering as complying with all of the following requirements:

1. All data on previously conducted horse races must be stored in a secure format on the central server, which is located at the pari-mutuel facility.

2. Only horse races that were recorded at licensed pari-mutuel facilities in the United States after January 1, 2005, may be used.

3. After each wager is placed, the Video Race Terminal must display a video of at least the final seconds of the horse race before any prize is awarded or indicated on the Video Race Terminal.

4. The display of the video of the horse race must be shown on the Video Race Terminal's video screen.

5. No mechanical reel displays are permitted.

6. No Video Race Terminal may contain more than one player position for placing wagers.

7. No coins, currency or tokens may be dispensed from a Video Race Terminal.

8. Prizes must be awarded based solely on the results of a previously conducted horse race. No additional element of chance may be used. However, a random number generator must be used to select the race from the central server to be displayed to the player(s) and to select numbers or other designations of race entrants that will be used in the various bet types for any "Quick Pick" bets. To prevent an astute player from recognizing the race based on the entrants and thus knowing the results before placing a wager, the entrants of the race may not be identified until after all wagers for that race have been placed.

Part IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

A. The Tribe and State agree that the Tribe is authorized to operate Covered Games on its Indian Lands, as defined in the IGRA, in accordance with the provisions of this Compact. Nothing herein is intended to prohibit the Tribe from operating Slot Machines that employ video and/or mechanical displays of roulette, wheels or other table game themes. Nothing in this Compact shall in any way limit, restrict or regulate the Tribe's right to operate any game that is Class II gaming under the IGRA.

B. The Tribe is authorized to conduct Covered Games under this Compact at only the following seven (7) existing Facilities, on its Indian Lands, except as provided in Section C of this Part:

Seminole Indian Casino - Brighton
Okeechobee, FL

Seminole Indian Casino - Coconut Creek
Coconut Creek, FL

Seminole Indian Casino - Hollywood
Hollywood, FL

Seminole Indian Casino - Immokalee
Immokalee, FL

Seminole Indian Casino - Big Cypress
Clewiston, FL

Seminole Hard Rock Hotel & Casino - Hollywood
Hollywood, FL

Seminole Hard Rock Hotel & Casino - Tampa
Tampa, FL

C. Any of the Facilities existing on Indian Lands identified in Section B. of this Part may be relocated, expanded, or replaced by another Facility on the same Indian Lands with advance notice to the State of sixty (60) calendar days.

D. There shall be a cap on the number of Slot Machines, Banking or Banked Card Games, and Live Table Games that may be offered by the Tribe, as follows:

1. The cap on the total number of Slot Machines shall be the average of three thousand five hundred (3,500) Slot Machines for each of the seven (7) authorized Facilities (whether or not all such Facilities are in operation), with a per Facility cap of six thousand (6,000) Slot Machines; and

2. The cap on the total number of Banking or Banked Card Games and Live Table Games offered by the Tribe shall be an average of one hundred and fifty (150) tables for each of the seven (7) authorized Facilities (whether or not all such Facilities are in operation), with a per Facility cap of three hundred (300) tables; and

3. These caps shall not apply to any electronic tablets or mobile devices used by Patrons to play Covered Games while at the Tribe's Facilities.

Part V. RULES AND REGULATIONS; MINIMUM REQUIREMENTS FOR OPERATIONS

A. At all times during the term of this Compact, the Tribe shall be responsible for all duties which are assigned to it and the Commission under this Compact. However, for purposes of 25 C.F.R. s. 522.10, the Commission may license persons or entities to operate Covered Games unless it determines that the person or entity fails to meet the requirements set forth in sections 551.107(5)-(6), Florida Statutes, as of July 1, 2015, for the issuance of a slot machine occupational license. The Commission shall promulgate any rules and regulations necessary to implement this Compact. Nothing in this Compact shall be construed to affect the Commission's right to amend its rules and regulations, provided that any such amendment shall be in conformity with this Compact. The SCA may propose additional rules and regulations consistent with and related to the implementation of this Compact to the Commission at any time, and the Commission shall give good faith consideration to such suggestions and shall notify the SCA of its response or action with respect thereto.

B. All Facilities shall comply with, and all Covered Games authorized under this Compact shall be operated in accordance with the requirements set forth in this Compact, including but not limited to, those set forth in Sections C. and D. of this Part and the Tribe's Internal Control Policies and Procedures. In addition, all Facilities and all Covered Games shall be operated in strict compliance with tribal internal control

standards that provide a level of control that equals or exceeds those set forth in the National Indian Gaming Commission's ("NIGC") Minimum Internal Control Standards, 25 C.F.R. Part 542 (2009), or at the option of the Tribe, any new internal control standards issued by the NIGC. The Tribe may amend or supplement its internal control standards from time-to-time, provided that such changes continue to provide a level of control that equals or exceeds those set forth above.

C. The Tribe and the Commission shall retain all Documents in compliance with the requirements set forth in the Tribe's Record Retention Policies and Procedures.

D. Compulsive Gambling.

The Tribe will continue and maintain its program to combat problem gambling and curtail compulsive gambling and work with the Florida Council on Compulsive Gambling or other organizations dedicated to assisting problem gamblers. The Tribe will continue to maintain the following safeguards against problem gambling.

1. The Tribe will provide a comprehensive training and education program designed in cooperation with the Florida Council on Compulsive Gambling or other organization dedicated to assisting problem gamblers to every new Covered Game Employee who interacts with Patrons.

2. The Tribe will make printed and electronic materials available to Patrons, which include contact information for the Florida Council on Compulsive Gambling 24-Hour Helpline or other hotline dedicated to assisting problem gamblers, and will work with the Florida Council on Compulsive Gambling or other organization dedicated to assisting problem gamblers to provide contact information for the Florida Council on Compulsive Gambling or other

organization dedicated to assisting problem gamblers, and to provide such information on the Facilities' internet website. The Tribe will continue to display all literature from the Florida Council on Compulsive Gambling or other organization dedicated to assisting problem gamblers within the Facilities.

3. The Commission shall establish a list of the Patrons voluntarily excluded from the Tribe's Facilities, pursuant to subsection 5 of this Section.

4. The Tribe shall employ its best efforts to exclude Patrons on such list from entry into its Facilities; provided that nothing in this Compact shall create for Patrons who are excluded but gain access to the Facilities, or any other person, a cause of action or claim against the State, the Tribe or the Commission or any other person, entity, or agency for failing to enforce such exclusion.

5. Patrons who believe they may be playing Covered Games on a compulsive basis may request that their names be placed on the list of Patrons voluntarily excluded from the Tribe's Facilities.

6. All Covered Game Employees shall receive training on identifying players who have a problem with compulsive gambling and shall be instructed to ask them to leave. Signs bearing a toll-free help-line number and educational and informational materials shall be made available at conspicuous locations and automated teller machines in each Facility, which aim at the prevention of problem gaming and which specify where Patrons may receive counseling or assistance for gambling problems. All Covered Game Employees shall also be screened by the Tribe for compulsive gambling habits. Nothing in this Section shall create for Patrons, or any other person, a cause of action or claim against the

State, the Tribe or the Commission or any other person, entity, or agency for failing to identify a Patron or person who is a compulsive gambler and/or ask that person to leave.

7. The Tribe shall follow the rules for exclusion of Patrons set forth in the Seminole Tribal Gaming Code.

8. The Tribe shall make diligent efforts to prevent underage individuals from loitering in the area of each Facility where the Covered Games take place.

9. The Tribe shall assure that advertising and marketing of the Covered Games at the Facilities contain a responsible gambling message and a toll-free help-line number for problem gamblers, where practical, and that such advertising and marketing make no false or misleading claims.

E. The State may secure an annual independent audit of the conduct of Covered Games subject to this Compact, as set forth in Part VIII.

F. Summaries of the rules for playing Covered Games and promotional contests shall be visibly displayed in the Facilities. Complete sets of rules shall be available in the Facilities upon request. Copies of all such Covered Game rules shall be provided to the SCA upon request.

G. The Tribe shall provide the Commission and SCA with a chart of the supervisory lines of authority with respect to those directly responsible for the conduct of Covered Games, and shall promptly notify those agencies of any material changes thereto.

H. The Tribe engages in and shall continue to maintain proactive approaches to prevent improper alcohol sales, drunk driving, underage drinking, and underage

gambling. These approaches involve intensive staff training, screening and certification, Patron education, and the use of security personnel and surveillance equipment in order to enhance Patrons' enjoyment of the Facilities and provide for Patron safety. Staff training includes specialized employee training in nonviolent crisis intervention, driver's license verification and the detection of intoxication. Patron education is carried out through notices transmitted on valet parking stubs, posted signs in the Facilities, and in brochures. Roving and fixed security officers, along with surveillance cameras, assist in the detection of intoxicated Patrons, investigate problems, and engage with Patrons to de-escalate volatile situations. To help prevent alcohol-related crashes, the Tribe will continue to operate the "Safe Ride Home Program," a free taxi service at all Facilities where alcohol is served. The Tribe shall maintain these programs and policies in its Alcohol Beverage Control Act for the duration of the Compact but may replace such programs and policies with either stricter or more extensive programs and policies. The Tribe shall provide the State with written notice of any changes to the Tribe's Alcohol Beverage Control Act, which notice shall include a copy of such changes and shall be sent on or before the effective date of the change. Nothing in this Section shall create for Patrons, or any other person, a cause of action or claim against the State, the Tribe or the Commission or any other person, entity, or agency for failing to fulfill the requirements of this Section.

I. No person under the age of twenty-one (21) shall be allowed to play Covered Games, unless otherwise permitted by State law.

J. The Tribe may establish and operate Facilities that operate Covered Games only on its Indian Lands as defined by the IGRA and as specified in Part IV.

K. The Commission shall keep a record of, and shall report at least quarterly to the SCA, the number of Covered Games in each Facility, by the name or type of each and any identifying number.

L. The Tribe and the Commission shall make available a copy of the following documents to any member of the public upon request within ten (10) business days: the minimum internal control standards of the NIGC, 25 C.F.R. Part 542 (2009), or any new internal control standards issued by the NIGC and accepted by the Tribe; the Seminole Tribal Gaming Code; this Compact; the rules of each Covered Game operated by the Tribe; and the administrative procedures for addressing Patron tort claims under Part VI.

Part VI. PATRON DISPUTES; WORKERS COMPENSATION; TORT CLAIMS; PRIZE CLAIMS; LIMITED CONSENT TO SUIT

A. All Patron disputes involving Covered Games will be resolved in accordance with the procedures established in the Seminole Tribal Gaming Code.

B. Tort claims by employees of the Tribe's Facilities will be handled pursuant to the provisions of the Tribe's Workers' Compensation Ordinance, which shall provide workers the same or better protections as set forth in the State's workers' compensation laws.

C. Disputes by employees of the Tribe's Facilities will be handled pursuant to the provisions of the Tribe's policy for gaming employees, as set forth in the Tribe's Employee Fair Treatment and Dispute Resolution Policy.

D. Tort remedies for Patrons.

1. A Patron who claims to have suffered personal injury after the Effective Date at one of the Tribe's Facilities where Covered Games are played is required to provide written notice in the form of the Notice of Gaming Patron Tort Form to the Tribe's Risk Management Department, in a reasonable and timely manner, but in no event later than three (3) years after the date of the incident giving rise to the claimed injury occurs, or the claim shall be forever barred.

2. The Tribe shall make the Notice of Gaming Patron Tort Form available to the Patron at the time in which the Tribe responds to an incident alleged to have caused a Patron's injury. The Patron may also obtain the Notice of Gaming Patron Tort Form from the Tribe's website or upon written request to the Tribe's Risk Management Department. The Notice of Gaming Patron Tort Form must include the address for the Tribe's Risk Management Department and provide notice of the Tribe's administrative procedures for addressing Patron tort claims, including notice of the relevant deadlines that may bar such claims if the Tribe's administrative procedures are not followed. It is the Patron's responsibility to complete the Notice of Gaming Patron Tort Form and forward the Notice of Gaming Patron Tort Form to the Tribe's Risk Management Department within the time period set forth herein. Nothing herein shall interfere with any tort claim a Patron might have arising under the Federal Tort Claim Act.

3. The Tribe, or its insurance carrier, shall have thirty (30) business days from the date the Tribe's Risk Management Department receives the Notice of Gaming Patron Tort Form to respond to the Patron. If the Tribe, or its insurance

carrier, fails to respond within thirty business (30) days, the Patron may bring a tort claim against the Tribe as set forth in Section D.5. of this Part.

4. Upon receiving the Notice of Gaming Patron Tort Form from the Patron, the Tribe's Risk Management Department shall forward the notification to the Tribe's insurance carrier. The Tribe will use its best efforts to assure that its insurance carrier contacts the Patron within thirty (30) business days following receipt of the Notice of Gaming Patron Tort Form from the Patron if the insurance carrier and not the Tribe is to respond to the Patron.

5. If the Tribe's insurance carrier contacts the Patron, it will handle the tort claim to conclusion. If the Patron and the Tribe and the insurance carrier are not able to resolve the claim in good faith within one (1) year after the Patron provided the Notice of Gaming Patron Tort Form to the Tribe's Risk Management Department, the Patron may bring a tort claim action against the Tribe in any State court of competent jurisdiction in the Florida county in which the incident alleged to have caused injury occurred, as provided in this Compact, and subject to a four (4) year statute of limitations, which shall begin to run from the date of the incident of the alleged claimed injury. A Patron's submission of a notice of injury to the Tribe in the Notice of Gaming Patron Tort Form pursuant to this Section and the fulfillment of the good faith attempt at resolution pursuant to this subsection are conditions precedent to filing a tort claim action in State court, and claims that fail to follow this process shall be forever barred.

6. For tort claims of Patrons made and tort claim actions brought in State court pursuant to this Section, the Tribe agrees to waive its Tribal sovereign immunity to the same extent as the State waives its sovereign immunity, as specified in sections 768.28(1) and (5), Florida Statutes, as such provision may be amended from time-to-time by the Florida Legislature. The Tribe and its insurance carrier are prohibited from invoking Tribal sovereign immunity for tort claims up to the limits to which the State has waived sovereign immunity as set forth in section 768.28(5), Florida Statutes, as such provision may be amended from time-to-time by the Florida Legislature, provided that the provision remains the same for State agencies as for the Tribe, but the Tribe and its insurance carrier are permitted to assert any available statutory or common law defense for tort claims of Patrons made pursuant to this Section.

7. In no event, however, shall the Tribe be deemed to have waived its Tribal immunity from suit beyond the limits set forth in section 768.28(5), Florida Statutes. These limitations are intended to include liability for compensatory damages, costs, pre-judgment interest, punitive damages, and attorney fees if otherwise allowable under State law arising out of any tort claim brought or asserted against the Tribe, its subordinate governmental and economic units, any Tribal officials, employees, servants, or agents in their official capacities and any entity which is owned, directly or indirectly by the Tribe.

8. All Patron tort claims brought pursuant to this provision shall be brought solely against the Seminole Tribe of Florida, a federally-recognized Indian tribe, as the sole party in interest.

9. In tort claim actions brought in State court pursuant to this Section, process shall be served on the Office of the General Counsel of the Seminole Tribe of Florida, and the Seminole Tribe of Florida shall have thirty (30) business days within which to plead thereto, consistent with section 768.28(7), Florida Statutes, as such provision may be amended from time-to-time by the Florida Legislature, provided that the provision remains the same for State agencies as for the Tribe.

10. The provisions of section 768.28(8), Florida Statutes, as such provision may be amended from time-to-time by the Florida Legislature, applies to all tort claims of patrons made pursuant to this Section, provided that the provision remains the same for State agencies as for the Tribe.

11. Notices explaining the procedures and time limitations with respect to making a tort claim shall be prominently displayed in the Tribe's Facilities, posted on the Tribe's website, and provided to any Patron for whom the Tribe has notice of the injury giving rise to the tort claim. Such notices shall explain the method and places for making a tort claim, including where the Patron must submit the form, the address for the Tribe's Risk Management Department and that the process is the exclusive method for asserting a tort claim arising under this Section against the Tribe, that the Tribe and its insurance carrier have one (1) year from the date the Patron gives notice of the tort claim by the Notice of Gaming Patron Tort Form to resolve the matter and after that time the Patron may bring a tort claim action against the Tribe in any State court of competent jurisdiction in

the Florida county in which the incident alleged to have caused injury occurred, that the exhaustion of the process is a pre-requisite to filing a tort claim action in State court, and that tort claims which fail to follow this process shall be forever barred.

12. The Tribe shall maintain an insurance policy which shall include coverage for tort claims made by a Patron or invitee for personal injuries alleged to have occurred at one of the Tribe's Facilities.

13. The Tribal Council of the Seminole Tribe of Florida may, in its discretion, consider Patron tort claims for compensation in excess of the limits of the Tribe's limited waiver of its Tribal sovereign immunity.

Part VII. ENFORCEMENT OF COMPACT PROVISIONS

A. The Tribe, the Commission and the SCA, to the extent authorized by this Compact, shall be responsible for regulating gaming activities conducted under this Compact. As part of its responsibilities, the Tribe has adopted or issued standards designed to ensure that the Tribe's Facilities are constructed, operated and maintained in a manner that adequately protects the environment and public health and safety. Additionally, the Tribe and the Commission shall ensure that:

1. Operation of the conduct of Covered Games is in strict compliance with:

(a) The Seminole Tribal Gaming Code;

(b) All applicable rules, regulations, procedures, specifications, and standards lawfully adopted by the NIGC; and

(c) The provisions of this Compact, including, but not limited to, the Tribe's standards and the Tribe's Rules and Regulations; and

2. Reasonable measures are taken to:

(a) Assure the physical safety of Patrons, employees, and any other person while in the Tribe's Facilities;

(b) Prevent illegal activity at the Tribe's Facilities or with regard to the operation of Covered Games, including, but not limited to, the maintenance of employee procedures and a surveillance system;

(c) Ensure prompt notification is given to appropriate law enforcement authorities of persons who may be involved in illegal acts in accordance with applicable law;

(d) Ensure that the construction and maintenance of the Tribe's Facilities comply with the standards of the Florida Building Code, the provisions of which the Tribe has adopted as the Seminole Tribal Building Code; and

(e) Ensure adequate emergency access plans have been prepared to ensure the health and safety of all Patrons at the Tribe's Facilities.

B. All licenses for members and employees of the Commission shall be issued according to the same standards and terms applicable to Covered Game Employees. The Commission's officers shall be independent of the Tribal gaming operations, and shall be supervised by and accountable only to the Commission. A Commission officer shall be available at each Facility during all hours of operation upon reasonable notice, and shall have immediate access to any and all areas of any Facility for

the purpose of ensuring compliance with this Compact. The Commission shall investigate any suspected or reported violation of this Part and shall officially enter into its files timely written reports of investigations and any action taken thereon, and shall forward copies of such investigative reports to the SCA within thirty (30) calendar days of such filing. The scope of such reporting shall be determined by the existing memorandum of understanding between the Commission and the SCA, which may be amended by the Commission and the SCA from time-to-time. Any such violations shall be reported immediately to the Commission by Facility management, and the Commission shall notify the SCA as provided in a memorandum of understanding between the Commission and the SCA. In addition, the Commission shall promptly report to the SCA any such violations which it independently discovers.

C. In order to develop and foster a positive and effective relationship in the enforcement of this Compact, representatives of the Commission and the SCA shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory scheme created by this Compact. The meetings shall take place at a location mutually agreed to by the Commission and the SCA. The SCA, prior to or during such meetings, shall disclose to the Commission any concerns, suspected activities, or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected.

Part VIII. STATE MONITORING OF COMPACT

A. It is the express intent of the Tribe and the State for the Tribe to regulate its own gaming activities, but that the State is entitled to conduct random inspections as provided for in this Part to assure that the Tribe's gaming activities authorized by this Compact are operated in accordance with the terms of this Compact. The State may secure, and the Tribe will be required to provide all necessary cooperation, an annual independent audit of the conduct of Covered Games subject to this Compact. The audit shall:

1. Examine the Covered Games operated by the Tribe to assure compliance with the Tribe's Internal Control Policies and Procedures and any other standards, policies or procedures adopted by the Tribe, the Commission or the NIGC, which govern the play of Covered Games; and

2. Examine revenues in connection with the conduct of Covered Games and shall include only those matters necessary to verify the determination of Net Win and the basis and amount of the payments the Tribe is required to make to the State pursuant to Part XI, Sections B. and D. of this Compact and as defined by this Compact.

B. A copy of the audit report for the conduct of Covered Games shall be submitted to the Commission and the SCA within thirty (30) calendar days of completion. Representatives of the SCA may, upon request, meet with the Tribe and its auditors to discuss the audit or any matters in connection therewith; provided, such discussions are limited to Covered Games information. The annual independent audit shall be performed by an independent firm, with experience in auditing casino operations,

selected by the State, subject to the consent of the Tribe, which shall not be unreasonably withheld. The Tribe shall pay the auditing firm for the costs of the annual independent audit.

C. As provided herein, the SCA may monitor the conduct of Covered Games to ensure that the Covered Games are conducted in compliance with this Compact. In order to properly monitor the conduct of Covered Games, personnel of the SCA without prior notice shall have reasonable access to all public areas of the Facilities related to the conduct of Covered Games as provided herein.

1. While the Commission will act as the regulator of the Facilities, the SCA may review whether the Tribe's Facilities are in compliance with this Compact and the Tribe's Rules and Regulations applicable to Covered Games and may advise on such issues as it deems appropriate. In the event of a dispute or disagreement between Tribal and SCA regulators, the dispute or disagreement shall be resolved in accordance with the dispute resolution provisions of Part XIII of this Compact.

2. In order to fulfill its oversight responsibilities, the State has identified specific oversight testing procedures, set forth below in subsection 3, paragraphs (a), (b), and (c), which the SCA may perform on a routine basis.

3. (a) The SCA may inspect any Covered Games in operation at the Facilities on a random basis. Such inspections shall not exceed one (1) inspection per Facility per calendar month and each inspection shall be limited to not more than sixteen (16) hours spread over two (2) consecutive days. The SCA may conduct inspections of more than sixteen

(16) hours spread over those two (2) consecutive days, if the SCA determines that additional inspection hours are needed to address the issues of substantial non-compliance, provided that the SCA provides the Tribe with written notification of the need for additional inspection hours and provides the Tribe with a written summary of the substantial non-compliance issues that need to be addressed during the additional inspection hours. There is an annual limit of One Thousand Six Hundred (1,600) hours for all random inspections and audit reviews. Inspection hours shall be calculated on the basis of the actual amount of time spent by the SCA conducting the inspections at a Facility without a multiple for the number of SCA personnel engaged in the inspection activities. The purpose of the random inspections is to confirm that the Covered Games operate and play properly pursuant to the manufacturer's technical standards and are conducted in compliance with the Tribe's Internal Control Policies and Procedures and any other standards, policies or procedures adopted by the Tribe, the Commission or the NIGC which govern the play of Covered Games. The SCA shall provide notice to the Commission of such inspection at or prior to the commencement of the random inspections, and a Commission agent may accompany the inspection. The Tribe shall provide the SCA with a dedicated computer terminal at a Facility agreed to by the Tribe and the SCA by which the SCA will be able to access relevant electronic records.

(b) For each Facility, the SCA may perform one annual review of the Tribe's Slot Machine compliance audit.

(c) At least on an annual basis, the SCA may meet with the Tribe's Internal Audit Department for Gaming to review internal controls and the record of violations of same for each Facility.

4. The SCA will seek to work with and obtain the assistance of the Commission in the resolution of any conflicts with the management of the Facilities, and the State and the Tribe shall make their best efforts to resolve disputes through negotiation whenever possible. Therefore, in order to foster a spirit of cooperation and efficiency, the parties hereby agree that when disputes arise between the SCA staff and Commission regulators from the day-to-day regulation of the Facilities, they should generally be resolved first through meeting and conferring in good faith. This voluntary process does not proscribe the right of either party to seek other relief that may be available when circumstances require such relief. In the event of a dispute or disagreement between Tribal and SCA regulators, the dispute or disagreement shall be resolved in accordance with the dispute resolution provisions of Part XIII of this Compact.

5. Access to each Facility by the SCA shall be during the Facility's operating hours only. No advance notice is required when the SCA inspection is limited to public areas of the Facility; however, representatives of the SCA shall provide notice and photographic identification to the Commission of their presence before beginning any such inspections.

6. Before the SCA personnel enter any nonpublic area of a Facility, they shall provide one (1) hour notice and photographic identification to the Commission. The SCA personnel shall be accompanied in nonpublic areas of the Facility by a Commission officer. Notice of at least one (1) hour by the SCA to the Commission is required to assure that a Commission officer is available to accompany the SCA personnel at all times. This notice shall not count against the total number of inspection hours.

7. Any suspected or claimed violations of this Compact or law shall be directed in writing to the Commission; the SCA personnel, in conducting the functions assigned to them under this Compact, shall not unreasonably interfere with the functioning of any Facility.

D. Subject to the provisions herein, personnel of the SCA shall have the right to review and request copies of Documents of the Facility related to its conduct of Covered Games. The review and copying of such Documents shall be during normal business hours unless otherwise allowed by the Tribe at the Tribe's discretion. The Tribe cannot refuse said inspection and copying of such Documents, provided that the SCA personnel cannot require copies of Documents in such volume that it unreasonably interferes with the normal functioning of the Facilities or Covered Games. To the extent that the Tribe provides the State with information which the Tribe claims to be confidential and proprietary, or a trade secret, the Tribe shall clearly mark such information with the following designation: "Trade Secret, Confidential and Proprietary." If the State receives a request under chapter 119, Florida Statutes that would include such designated information, the State shall promptly notify the Tribe of such a

request and the Tribe shall promptly notify the State about its intent to seek judicial protection from disclosure. Upon such notice from the Tribe, the State shall not release the requested information until a judicial determination is made. This designation and notification procedure does not excuse the State from complying with the requirements of the State's public records law, but is intended to provide the Tribe the opportunity to seek whatever judicial remedy it deems appropriate. Notwithstanding the foregoing procedure, the SCA may provide copies of tribal Documents to federal law enforcement and other State agencies or State consultants that the State deems reasonably necessary in order to conduct or complete any investigation of suspected criminal activity in connection with the Tribe's Covered Games or the operation of the Facilities or in order to assure the Tribe's compliance with this Compact.

E. At the completion of any SCA inspection or investigation, the SCA shall forward any written report thereof to the Commission, containing all pertinent, non-confidential, non-proprietary information regarding any violation of applicable laws or this Compact which was discovered during the inspection or investigation unless disclosure thereof would adversely impact an investigation of suspected criminal activity. Nothing herein prevents the SCA from contacting tribal or federal law enforcement authorities for suspected criminal wrongdoing involving the Commission.

F. Except as expressly provided in this Compact, nothing in this Compact shall be deemed to authorize the State to regulate the Tribe's government, including the Commission, or to interfere in any way with the Tribe's selection of its governmental officers, including members of the Commission.

Part IX. JURISDICTION

The obligations and rights of the State and the Tribe under this Compact are contractual in nature, and are to be construed in accordance with the laws of the State. This Compact shall not alter tribal, federal or state civil adjudicatory or criminal jurisdiction in any way.

Part X. LICENSING

The Tribe and the Commission shall comply with the licensing and hearing requirements set forth in 25 C.F.R. Parts 556 and 558, as well as the applicable licensing and hearing requirements set forth in the Seminole Tribal Gaming Code, as such may be amended from time-to-time. The Commission shall notify the SCA of any disciplinary hearings or revocation or suspension of licenses.

Part XI. PAYMENTS TO THE STATE OF FLORIDA

A. The parties acknowledge and recognize that this Compact provides the Tribe with partial but significant additional substantial exclusivity and other valuable consideration consistent with the goals of the IGRA, including special opportunities for tribal economic development through the Tribe's offering of gaming activities within the external boundaries of the State. In consideration thereof, the Tribe covenants and agrees, subject to the conditions agreed upon in Part XII of this Compact, to make the payments to the State derived from Net Win as set forth in Sections B. and D.

B. The Tribe shall make periodic Revenue Share Payments to the State derived from Net Win as set forth below, and any such payments shall be made to the

State via electronic funds transfer in a manner directed by the Florida Legislature. Of the amounts paid by the Tribe to the State pursuant to this Section, three (3) percent shall be distributed, as provided for by the Florida Legislature, to those local governments (including both counties and municipalities) in the State affected by the Tribe's operation of Covered Games. Revenue Share Payments will be due in accordance with the Payment Schedule set forth below.

1. Revenue Share Payments by the Tribe to the State shall be calculated as follows:

(a) During the Initial Payment Period, the Tribe agrees to pay the State a Revenue Share Payment in the amount equal to the amount calculated in accordance with subsections (i) through (vi) below.

(i) Twelve percent (12%) of all amounts up to Two Billion Dollars ($2,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(ii) Fifteen percent (15%) of all amounts greater than Two Billion Dollars ($2,000,000,000) up to and including Three Billion Dollars ($3,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(iii) Seventeen and one half percent (17.5%) of all amounts greater than Three Billion Dollars ($3,000,000,000) up to and including Three Billion Five Hundred Million Dollars

($3,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(iv) Twenty percent (20%) of all amounts greater than Three Billion Five Hundred Million Dollars ($3,500,000,000) up to and including Four Billion Dollars ($4,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(v) Twenty-two and one half percent (22.5%) of all amounts greater than Four Billion Dollars ($4,000,000,000) up to and including Four Billion Five Hundred Million Dollars ($4,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(vi) Twenty-five percent (25%) of all amounts greater than Four Billion Five Hundred Million Dollars ($4,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle.

(b) During the Guarantee Payment Period, the Tribe agrees to pay the following fixed payments. In addition, within ninety (90) days after the end of the Guarantee Payment Period, the Tribe shall make an additional payment to the State equal to the amount above three billion dollars ($3,000,000,000), if any, that would have been

owed by the Tribe to the State had the percentages set forth in Section B.1.(c) of this Part been applicable during the Guarantee Payment Period.

(i) A payment of Three Hundred Twenty-Five Million Dollars ($325,000,000) during the first (1st) Revenue Sharing Cycle;

(ii) A payment of Three Hundred Fifty Million Dollars ($350,000,000) during the second (2nd) Revenue Sharing Cycle;

(iii) A payment of Three Hundred Seventy-Five Million Dollars ($375,000,000) during the third (3rd) Revenue Sharing Cycle;

(iv) A payment of Four Hundred Twenty-Five Million Dollars ($425,000,000) during the fourth (4th) Revenue Sharing Cycle;

(v) A payment of Four Hundred Seventy-Five Million Dollars ($475,000,000) during the fifth (5th) Revenue Sharing Cycle;

(vi) A payment of Five Hundred Million Dollars ($500,000,000) during the sixth (6th) Revenue Sharing Cycle;

(vii) A payment of Five Hundred Fifty Million Dollars ($550,000,000) during the seventh (7th) Revenue Sharing Cycle;

(c) During the Regular Payment Period, the Tribe agrees to pay for each Revenue Sharing Cycle a Revenue Share Payment to the State equal to the amount calculated in accordance with subsections (i) through (v) below.

(i) Thirteen percent (13%) of all amounts up to Two Billion Dollars ($2,000,000,000) of Net Win received by the Tribe from

the operation and play of Covered Games during each Revenue Sharing Cycle;

(ii) Seventeen and one half percent (17.5%) of all amounts greater than Two Billion Dollars ($2,000,000,000) up to and including Three Billion Five Hundred Million Dollars ($3,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(iii) Twenty percent (20%) of all amounts greater than Three Billion Five Hundred Million Dollars ($3,500,000,000) up to and including Four Billion Dollars ($4,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(iv) Twenty-two and one half percent (22.5%) of all amounts greater than Four Billion Dollars ($4,000,000,000) up to and including Four Billion Five Hundred Million Dollars ($4,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle; and

(v) Twenty-five percent (25%) of all amounts greater than Four Billion Five Hundred Million Dollars ($4,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle.

(d) Monthly Payment

(i) On or before the fifteenth (15th) day of the month following each month of a Revenue Sharing Cycle during the Initial Payment Period, the Guarantee Payment Period, and the Regular Payment Period, the Tribe will remit to the State or its assignee the Monthly Payment. For purposes of this Section, the Monthly Payment shall be eight and one-third percent (8 1/3%) of the estimated or fixed Revenue Share Payment to be paid by the Tribe during such Revenue Sharing Cycle.

(ii) The Tribe will make available to the State at the time of the Monthly Payment the basis for the calculation of the payment.

(iii) During the Initial Payment Period and the Regular Payment Period, the Tribe will, on a monthly basis, internally "true up" the calculation of the estimated Revenue Share Payment based on the Tribe's un-audited financial statements related to Covered Games.

(e) Payment Verification during the Initial Payment Period, Guarantee Payment Period, and Regular Payment Period

(i) On or before the forty-fifth (45th) day after the third (3rd) month, sixth (6th) month, ninth (9th) month, and twelfth (12th) month of each Revenue Sharing Cycle during the Initial Payment Period, Guarantee Payment Period, and Regular Payment Period, provided that the twelve (12) month period does not coincide with the Tribe's fiscal year end date as indicated in subsection (iii)

below, the Tribe will provide the State with an audit report by its independent auditors as to the annual Revenue Share Payment calculation for each Revenue Sharing Cycle.

(ii) For each quarter within any Revenue Sharing Cycle, during the Initial Payment Period, Guarantee Payment Period, and Regular Payment Period, the Tribe agrees to engage its independent auditors to conduct a review of the un-audited net revenue from Covered Games. On or before the one hundred twentieth (120^{th}) day after the end of the Tribe's fiscal year, the Tribe agrees to require its independent auditors to provide an audit report with respect to Net Win for Covered Games and the related payment of the Revenue Share Payment for each Revenue Sharing Cycle to the SCA for State review.

(iii) If the twelfth (12^{th}) month of the Revenue Sharing Cycle does not coincide with the Tribe's fiscal year, the Tribe agrees to require its independent auditors to deduct Net Win from Covered Games for any of the months that are outside of the Revenue Sharing Cycle and to include Net Win from Covered Games for those months which fall outside of the Tribe's audit period but fall within the Revenue Sharing Cycle, prior to issuing the audit report.

(iv) No later than thirty (30) calendar days after the day the audit report is issued, the Tribe will remit to the State any underpayment of the annual Revenue Share Payment for each

Revenue Sharing Cycle during the Initial Payment Period and Regular Payment Period, and the State will either reimburse to the Tribe any overpayment of the Revenue Share Payment for each Revenue Sharing Cycle or authorize the overpayment to be deducted from the next successive Monthly Payments.

C. The Annual Oversight Assessment, which shall not exceed Four Hundred Thousand Dollars ($400,000) per year, indexed for inflation as determined by the Consumer Price Index, shall be determined and paid in quarterly installments within thirty (30) calendar days of receipt by the Tribe of an invoice from the SCA. The Tribe reserves the right to audit the invoices on an annual basis, a copy of which will be provided to the SCA, and any discrepancies found therein shall be reconciled within forty-five (45) calendar days of receipt of the audit by the SCA.

D. The Tribe shall make an annual donation to the Florida Council on Compulsive Gaming as an assignee of the State in an amount not less than One Million Seven-Hundred Fifty Thousand Dollars ($1,750,000.00).

E. Except as expressly provided in this Part, nothing in this Compact shall be deemed to require the Tribe to make payments of any kind to the State or any of its agencies.

Part XII. GRANT OF EXCLUSIVITY; REDUCTION OF TRIBAL PAYMENTS BECAUSE OF LOSS OF EXCLUSIVITY OR OTHER CHANGES IN STATE LAW

The intent of this Part is to provide the Tribe with the right to operate Covered Games on an exclusive basis throughout the State without competition from other

persons, organizations, or entities offering Covered Games or Other Casino-Style Games, subject to the exceptions and provisions set forth below.

A. If, after July 1, 2015, State law is amended by action of the Florida Legislature or an amendment to the Florida Constitution to authorize:

1. The operation of Class III Gaming or Other Casino-Style Games at any location under the jurisdiction of the State where such games were not in operation as of July 1, 2015; or

2. New forms of Class III Gaming or Other Casino-Style Gaming that were not in operation as of July 1, 2015, then the payments due to the State pursuant to Part XI, Sections B. and D. of this Compact shall cease, except as provided below in this Part, provided the Tribe gives written notice to the State of the violation of its exclusivity. For purpose of this Section, "authorize" or "authorized" means upon the Governor's approval and signature of an act passed by the Florida Legislature or upon the filing of an act in the Office of the Secretary of State without the Governor's signature; or for a constitutional amendment, upon certification by the Secretary of State of the approved amendment. The cessation of payments due to the State pursuant to Part XI, Sections B. and D. of this Compact shall continue until such gaming activities are no longer authorized, in which event the payments shall resume.

B. If the expansion of new Class III Gaming or Other Casino-Style Games beyond what was in operation as of July 1, 2015, is permitted and begins to be offered as a result of a court decision or administrative ruling or decision without being specifically authorized pursuant to Section A. of this Part, then the Tribe may assert a violation of its

exclusivity by providing written notice of such violation to the State. If the Tribe provides such notice, then the Tribe has the option to make its payments due to the State pursuant to Part XI, Sections B. and D. of this Compact into an escrow account to provide the Florida Legislature with the opportunity to pass legislation to reverse such decision or ruling. However, if the Florida Legislature fails to act or if such expanded gaming activities are not illegal after action by the Florida Legislature or subsequent court decision or administrative ruling or decision within twelve (12) months after the notice provided by the Tribe or by the end of the next regular session of the Florida Legislature following the Tribe's written notice, whichever is earlier, then all funds in the escrow account shall be returned to the Tribe and all further payments due to the State pursuant to Part XI, Sections B. and D. of this Compact shall cease until such gaming activities are no longer permitted, in which event the Payments to the State pursuant to Part XI, Section B. and D. of this Compact shall resume.

C. Exceptions: The following are exceptions to the exclusivity provided to the Tribe pursuant to the provisions of this Part.

1. Any Class III Gaming activity authorized by a tribal-state compact between the State and any other federally recognized tribe pursuant to IGRA, provided that the tribe has land in federal trust in the State as of July 1, 2015.

2. The operation of not more than the number of Slot Machines authorized by State law as of July 1, 2015, at each of the locations of the four (4) permitted pari-mutuel facilities in Broward County and at the locations of the four (4) permitted pari-mutuel facilities in Miami-Dade County, where an operating dates license has been issued for that location during the 2015-2016 fiscal year, whether

or not currently operating Slot Machines; provided that the location of such eight (8) pari-mutuel permits are not relocated or moved to any other location. If more than the number of Slot Machines authorized by State law as of July 1, 2015, are offered at any such location, then the Tribe shall be relieved of its obligations to make both the Guaranteed Minimum Compact Term Payment and any further Guaranteed Revenue Sharing Cycle Payment, but instead shall make payments to the State for all future Revenue Sharing Cycles based on the percentage payments set forth in Part XI, Section B.1.(c), but shall be permitted to exclude all revenue generated by Slot Machines at its Facilities in Broward County. Slot Machines may not offer games using tangible playing cards (e.g. paper or plastic), but may offer games using electronic or virtual cards.

3. The operation of not more than fifteen (15) blackjack (21) card game tables only at the locations of the four (4) permitted pari-mutuel facilities in Broward County and only at the locations of the four (4) permitted pari-mutuel facilities in Miami-Dade County, where an operating dates license has been issued for that location during the 2015-2016 fiscal year; provided that: (a) the maximum bet allowed for such games shall not exceed fifteen dollars ($15.00) for each initial two card wager; (b) all wagers on splits and/or double downs shall not exceed the initial two card wager; (c) with the exception of a single side bet of not more than one dollar ($1.00), no bonus or progressive components are permitted; (d) each blackjack (21) card game table shall have a maximum of seven (7) betting spots; (e) such licenses are not transferred or otherwise used to move or operate blackjack (21) card game tables at any other location; and (f) the

operation of such blackjack (21) card tables is approved by a county-wide referendum held after the Effective Date of this Compact. In addition to the above limited exception to the Tribe's exclusivity, the above referenced eight (8) locations may be permitted by State law to add not more than ten (10) additional blackjack (21) card game tables at each such facility, subject to all of the limitations listed above, except that the maximum bet allowed for the additional blackjack (21) card game tables shall not exceed twenty-five dollars ($25.00) for each initial two card wager. However, these ten (10) additional blackjack (21) card game tables shall not be available until the fiscal year after the combined total of all annual revenue generated by the Tribe from its Banking or Banked Card Games at its Facilities in Broward County and all blackjack (21) card game tables operated by the pari-mutuel facilities in Broward and Miami-Dade Counties has increased by at least forty percent (40%) above the revenue generated by such Banking or Banked Card Games and blackjack (21) card tables during the "base fiscal year." For purposes of this provision, the "base fiscal year" means the first fiscal year after both of the following conditions have been satisfied: (a) the above referenced eight (8) locations have each offered fifteen (15) blackjack (21) card tables for a full fiscal year, and (b) and the Tribe's expansion projects at the Seminole Hard Rock Hotel & Casino - Tampa and Seminole Hard Rock Hotel & Casino - Hollywood have been fully completed and are open to the public.

4. The operation of Video Race Terminals and Slot Machines, both as defined in Part III, at not more than one additional pari-mutuel facility in Miami-Dade County and one pari-mutuel facility in Palm Beach County, if the operation

of such Video Race Terminals and Slot Machines is approved by a county-wide referendum held after the Effective Date of this Compact. However, this exception only applies if the following conditions are satisfied: (a) each pari-mutuel facility is limited to offering not more than five hundred (500) Slot Machines and two hundred and fifty (250) Video Race Terminals prior to October 1, 2018; (b) after October 1, 2018, each pari-mutuel facility, pursuant to State law, may add not more than an additional five hundred (500) Video Race Terminals and two hundred and fifty (250) Slot Machines; (c) no wager on a Video Race Terminal or Slot Machine may exceed $5.00 per game or race; (d) only one game or race on a Video Race Terminal or Slot Machine may be played at a time and a player is not permitted to wager on a new game or race until the previous game or race has been completed; and (e) Slot Machines and Video Race Terminals may not offer games using tangible playing cards (e.g. paper or plastic), but may offer games using electronic or virtual cards.

5. The operation of a combined total of not more than Three Hundred Fifty (350) Historic Racing Machines, connected to a central server at that facility, and Electronic Bingo Machines, both as defined in Part III, at each permitted pari-mutuel facility with an operating dates license as of July 1, 2015, and located outside of Broward County, Miami-Dade County, or Palm Beach County.

6. The operation of Pari-Mutuel Wagering Activities at pari-mutuel facilities licensed by the State.

7. The operation of poker, as provided in State law, but not including any game that involves banking by the house or any player, other than Designated

Player Games at cardrooms licensed by the State, subject to the following conditions: (a) the maximum wager in any such Designated Player Game shall not exceed twenty-five dollars ($25); (b) any player participating as a Designated Player occupies a playing position at the table; (c) each player participating in a Designated Player Game is offered in a clockwise rotation, the opportunity to be the Designated Player after each hand; (d) any player participating as a Designated Player for thirty (30) consecutive hands must subsequently play as a non-Designated Player for at least two (2) consecutive hands before resuming as a Designated Player; (e) Designated Players are not required to cover more than ten (10) times the minimum posted bet for players seated during any one game; (f) permitted pari-mutuel locations that offer Slot Machines and/or Video Race Terminals may not offer Designated Player Games; (g) permitted pari-mutuel cardroom locations offering Designated Player Games do not have Designated Player Game tables in excess of twenty-five percent (25%) of the total poker tables authorized at that cardroom.

8. The operation by the Florida Department of Lottery ("Lottery") of those types of lottery games authorized under State law, but not including (a) any player-activated or operated machine or device other than a Lottery Vending Machine or (b) any Banking or Banked Card Game or any game of skill and/or chance that is played or has been played in a casino by one or more players at a gaming table. However, not more than ten (10) Lottery Vending Machines may be installed at any facility or location and no Lottery Vending Machine that

dispenses electronic instant tickets may be installed at any licensed pari-mutuel facility.

9. The operation of games permitted by Chapters 546 and 849, Florida Statutes, as of July 1, 2015.

10. State law currently does not permit internet gaming involving wagering. However, after any change in State law to affirmatively allow internet/on-line gaming (or any functionally equivalent remote gaming system that permits a person to game from home or any other location that is remote from a casino or other commercial gaming facility), the Tribe shall no longer be required to make payments to the State based on the Guaranteed Revenue Sharing Cycle Payment and shall not be required to make the Guaranteed Minimum Compact Term Payment. Instead, if after the Initial Payment Period, the Tribe shall make payments based on the percentage amounts in Part XI, Section B.1.(c). This subsection does not apply if the Tribe offers, to players in the State, internet gaming involving wagering (or any functionally equivalent remote gaming system that permits a person to game from home or any other location that is remote from any of the Tribe's Facilities), as a Covered Game or as authorized by State law. Nothing herein limits the Tribe's right to offer internet gaming involving wagering under any applicable federal law.

Except as provided in this Part, any expanded gaming activities consistent with Part XII, Sections A. or B. authorized or permitted by the State shall relieve the Tribe of its obligations to make both the Guaranteed Minimum Compact Term Payment and any further Guaranteed Revenue Sharing Cycle Payment.

D. To the extent that the exclusivity provisions of this Part are not complied with and the Tribe's ongoing payment obligations to the State pursuant to Part XI, Sections B. and D. of this Compact cease, any outstanding payments that would have been due to the State from the Tribe prior to the end of the Tribe's ongoing payment obligations shall be made within thirty (30) business days after the end of the Tribe's ongoing payment obligations.

E. Any noncompliance with this Part's exclusivity provisions and the cessation of payments to be made pursuant to Part XI, Sections B. and D. of this Compact shall not excuse the Tribe from continuing to comply with all other provisions of this Compact, including continuing to pay the State the Annual Oversight Assessment as set forth in Part XI, Section C. of this Compact.

F. The Tribe acknowledges that the following events shall not trigger any remedy under this Compact and do not affect the exclusivity provisions of this Compact:

1. Any change to the tax rate paid to the State by licensed pari-mutuel permit holders for the operation of Slot Machines and/or blackjack (21) as authorized by Section C.3 of this Part, provided that the effective tax rate is not less than twenty-five percent (25%). If the effective tax rate on the operation of Slot Machines and/or blackjack (21) is less than twenty-five percent (25%), then the Tribe shall be relieved of its obligations to make both the Guaranteed Minimum Compact Term Payment and any further Guaranteed Revenue Sharing Cycle Payment, but instead shall make payments to the State for all future Revenue Sharing Cycles based on the percentage payments set forth in Part XI, Section

B.1.(c), but shall be permitted to exclude all revenue generated by Slot Machines at its Facilities in Broward County.

2. Any change in State law that expands the hours of operation for pari-mutuel facilities;

3. Any change in State law that allows for the placement of automatic teller machines on the gaming floor of a pari-mutuel facility that offers Slot Machines;

4. Any change in State law that allows a pari-mutuel permitholder to convert or modify its pari-mutuel permit to allow for the operation of a different type of Pari-Mutuel Wagering Activity;

5. Any change in State law that removes the requirement for pari-mutuel permitholders to conduct performances of live races or games in order to operate other authorized gaming activities; and

6. The use of a portion of the amounts paid by the Tribe to the State pursuant to Part XI of this Compact to fund a purse pool to be allocated to pari-mutuel permitholders located within the State, as provided for by the Florida Legislature.

G. If at any time after the Guarantee Payment Period the Tribe's Net Win from Banking or Banking Card Games and Live Table Games conducted at its Facilities in Broward County, for a Revenue Sharing Cycle during the Regular Payment Period, is less than the Tribe's Net Win from the operation of Banking or Banked Card Games in Broward County for the Fifth Revenue Sharing Cycle of the 2010 Compact, then after ninety (90) days written notice to the State, the Tribe may give up its exclusivity rights in Broward County and Miami-Dade County, which include any restrictions on the following in those counties: Class III Games or Other Casino-Style Games; numbers of

positions; tables or Slot Machines; tax rates; relocation; additional gaming facilities or locations; wager amounts; Lottery Vending Machines; Video Race Terminals or Historic Racing Machines. If the Tribe elects to relinquish its exclusivity rights in Broward and Miami-Dade Counties, then the Revenue Share payments due to the State pursuant to Part XI, Section B.1.(c) of this Compact for the next Revenue Sharing Cycle and future Revenue Sharing Cycles shall be calculated by excluding the Tribe's Net Win from its Facilities in Broward County. Further, if the Tribe elects to relinquish its exclusivity rights in Broward and Miami-Dade Counties, then the Tribe will no longer be permitted to offer Banking or Banked Card Games at its Facilities in Broward County unless the State permits others in the State to offer such games.

Part XIII. DISPUTE RESOLUTION

The Tribe and the State (for purposes of this Part, each a "Party" and collectively the "Parties") each agree to deal in good faith and to use their reasonable best efforts with respect to the terms and conditions contained in this Compact. In the event that either Party to this Compact believes that the other Party has failed to comply with any requirements of this Compact, or in the event of any dispute hereunder, including, but not limited to, a dispute over the proper interpretation of the terms and conditions of this Compact, the goal of the Parties is to resolve all disputes amicably and voluntarily whenever possible. In pursuit of this goal, the following procedures shall be invoked:

A. A Party asserting noncompliance or seeking an interpretation of this Compact first shall serve written notice on the other Party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify

in detail the asserting Party's contention and any factual basis for the claim. Representatives of the Parties shall meet within thirty (30) calendar days of receipt of notice in an effort to resolve the dispute, unless they mutually agree to extend this period;

B. A Party asserting noncompliance or seeking an interpretation of this Compact under this Part shall be deemed to have certified that to the best of the Party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Compact is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute;

C. If the Parties are unable to resolve a dispute through the process specified in Sections A. and B. of this Part, either Party can call for mediation under the Commercial Mediation Procedures of the American Arbitration Association (AAA) or any such successor procedures, provided that such mediation does not last more than sixty (60) calendar days, such time shall begin the day the mediator is appointed, unless an extension to this time limit is agreed to by the Parties. The disputes available for resolution through mediation are limited to matters arising under the terms of this Compact. If the Parties are unable to resolve a dispute through the process specified in Sections A., B., and C. of this Part, notwithstanding any other provision of law, either Party may bring an action in a United States District Court ("federal court") having venue regarding any dispute arising under this Compact. If the federal court declines to exercise jurisdiction, or federal precedent exists that holds that the federal court would not have jurisdiction over such a dispute, either Party may bring the action in the appropriate court of the Seventeenth Judicial Circuit in Broward County, Florida. The

Parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.

D. For purposes of actions based on disputes between the State and the Tribe that arise under this Compact and the enforcement of any judgment resulting therefrom, the Parties each expressly waives its right to assert sovereign immunity from suit and from enforcement of any ensuing judgment, and further consents to be sued in federal or state court, including the rights of appeal specified above, as the case may be, provided that:

1. The dispute is limited solely to issues arising under this Compact;

2. There is no claim for monetary damages, except that payment of any money required by the terms of this Compact, as well as injunctive relief or specific performance enforcing a provision of this Compact requiring the payment of money to the State may be sought; and

3. Nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Tribe with respect to any third party that is made a party or intervenes as a party to the action.

In the event that intervention, joinder, or other participation by any additional party in any action between the State and the Tribe would result in the waiver of the Tribe's sovereign immunity as to that additional party, the waiver of the Tribe provided herein may be revoked.

E. The State shall not be precluded from pursuing any mediation or judicial remedy against the Tribe on the grounds that the State has failed to exhaust its Tribal administrative remedies.

F. Notwithstanding anything to the contrary in this Part, any failure of the Tribe to remit the payments pursuant to the terms of Part XI, Sections B. and D., will entitle the State to seek injunctive relief in federal or state court, at the State's election, to compel the payments after exhausting the dispute resolution process in Sections A. and B. of this Part.

Part XIV. CONSTRUCTION OF COMPACT; SEVERANCE; FEDERAL APPROVAL

A. Each section, subsection, and provision of this Compact shall stand separate and independent of every other section, subsection, or provision. In the event that the U.S. Department of Interior, a federal district court in Florida, or other court of competent jurisdiction shall find any section, subsection, or provision of this Compact to be invalid, the remaining sections, subsections, and provisions of this Compact shall remain in full force and effect, provided that severing the invalidated section, subsection, or provision does not undermine the overall intent of the Parties in entering into this Compact. However, if any part of Part XI or Part XII is held by a court of competent jurisdiction to be invalid, this Compact will become null and void.

B. It is understood that Part XII of this Compact, which provides for a cessation of the payments due to the State under Part XI, Sections B. and D. does not create any duty on the State, which could result in noncompliance or a violation of this Compact by the State, but only a remedy for the Tribe if certain gaming activities under State jurisdiction are expanded, authorized, or permitted.

C. This Compact, together with all addenda and approved amendments, sets forth the full and complete agreement of the Parties and subject to the terms hereof

supersedes any prior written or oral agreements or understandings with respect to the subject matter hereof.

D. This Compact is intended to meet the requirements of the IGRA as it reads on the Effective Date of this Compact, and where reference is made to the IGRA, or to an implementing regulation thereof, the reference is deemed to have been incorporated into this document as if set in full. Subsequent changes to the Indian Gaming Regulatory Act that diminish the rights of the State or Tribe may not be applied retroactively to alter the terms of this Compact, except to the extent that Federal law validly mandates that retroactive application without the respective consent of the State or Tribe.

In the event that a subsequent change in the IGRA, or to an implementing regulation thereof, mandates retroactive application without the respective consent of the State or the Tribe, the parties agree that this Compact is voidable by either the State or the Tribe if the subsequent change materially alters the provisions in the Compact relating to the play of Covered Games, Revenue Share Payments, cessation, reinstatement, or reduction of payments, or exclusivity.

E. Neither the presence in another tribal-state compact of language that is not included in this Compact, nor the absence in this Compact of language that is present in another tribal-state compact shall be a factor in construing the terms of this Compact.

F. The State and the Tribe hereto agree to defend the validity of this Compact.

G. The State and the Tribe shall cooperate in seeking approval of this Compact from the U.S. Secretary of the Interior and the State and the Tribe further agree

that, upon execution and ratification by the Florida Legislature, the Tribe shall submit the Compact to the Secretary forthwith.

Part XV. NOTICES

All notices required under this Compact shall be given by certified mail, return receipt requested, commercial overnight courier service, or personal delivery, to the following persons:

The Governor
400 South Monroe Street
PL-05, The Capitol
Tallahassee, Florida 32399

General Counsel to the Governor
400 South Monroe Street
Room 209, The Capitol
Tallahassee, Florida 32399

Chairman
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, Florida 33024

General Counsel
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, Florida 33024

President of the Florida Senate
409 The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100

Speaker of the Florida House of Representatives
420 The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

The State Compliance Agency
(As Designated by State Law)

Part XVI. EFFECTIVE DATE AND TERM

A. This Compact, if approved by the Florida Legislature, and approved as a tribal-state compact within the meaning of the IGRA by action of the U.S. Secretary of the Interior or by operation of law under 25 U.S.C. s. 2710(d)(8), shall become effective upon publication of a notice of approval in the Federal Register under 25 U.S.C. s. 2710(d)(8)(D).

B. This Compact shall have a term beginning on the Effective Date and ending on June 30, 2036.

C. The Tribe's 2010 Compact shall remain in effect until this Compact becomes effective under Section A. of this Part.

Part XVII. AMENDMENT OF COMPACT AND REFERENCES

A. Amendment of this Compact may only be made by written agreement of the State and the Tribe, subject to approval either by action of the U.S. Secretary of the Interior or by operation of law under 25 U.S.C. s. 2710(d)(8) and shall become effective upon publication of the notice of approval in the Federal Register.

B. Legislative ratification is required for any amendment to the Compact that alters the provisions relating to Covered Games, the amount of Revenue Share Payments, cessation, reinstatement, or reduction in payments, or exclusivity.

C. Changes in the provisions of tribal ordinances, regulations and procedures referenced in this Compact may be made by the Tribe, which shall be provided to the SCA within fourteen (14) calendar days of becoming effective. If the State has an objection to any change to the tribal ordinance, regulation or procedure which is the subject of the notice on the ground that its adoption is a violation of the Tribe's obligations under this Compact, the State may invoke the dispute resolution provisions provided in Part XIII of this Compact.

Part XVIII. MISCELLANEOUS

A. Except to the extent expressly provided in this Compact, this Compact is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

B. If, after the Effective Date of this Compact, the State enters into a Compact with any other Tribe that contains more favorable terms with respect to the provisions of this Compact and the U.S. Secretary of the Interior approves such compact, either by publication of the notice of approval in the Federal Register or by operation of law under 25 U.S.C. s. 2710(d)(8), upon tribal notice to the State and the U.S. Secretary of the Interior, this Compact shall be deemed amended to contain the more favorable terms, unless the State objects to the change and can demonstrate, in a proceeding commenced under Part XIII, that the terms in question are not more favorable.

C. Upon the occurrence of certain events beyond the Tribe's control, including acts of God, war, terrorism, fires, floods, or accidents causing damage to or destruction of one or more of its Facilities or property necessary to operate the Facility or

Facilities, the Tribe's obligation to pay the Guaranteed Revenue Share Cycle Payment and the Guaranteed Minimum Compact Term Payment described in Part XI shall be reduced pro rata to reflect the percentage of the total Net Win lost to the Tribe from the impacted Facility or Facilities. Further, if an economic recession, defined as two consecutive quarters of negative economic growth either nationwide within the United States or state-wide in Florida, occurs during any Revenue Sharing Cycle during the Guarantee Payment Period, and the Tribe fails to generate sufficient Net Win to produce the fixed payments set forth in Part XI, Section B.1.(b) based on the percentages set forth in Part XI, Section B.1.(c), then not more than one (1) time during the Guarantee Payment Period, the Tribe shall be relieved of its obligation to make the fixed Guaranteed Revenue Sharing Cycle Payment for that Revenue Sharing Cycle, but will be required to make payments to the State for that Revenue Sharing Cycle based on the percentage payments set forth in Part XI, Section B.1.(c). In addition, the Tribe shall be required to pay the State before the end of that Revenue Sharing Cycle fifty percent (50%) of the difference between the amount generated by the percentages in Part XI, Section B.1.(c) and the Guaranteed Revenue Share Cycle Payment amount. The Tribe shall pay the remaining fifty percent (50%) of the difference during the following Revenue Sharing Cycle.

D. Smoking

The Tribe and the State recognize that opportunities to engage in gaming in smoke-free or reduced-smoke environments provides both health and other benefits to Patrons, and the Tribe has already instituted a non-smoking section at all of its Facilities. As part of its continuing commitment to this issue, the Tribe will:

1. Install and utilize a ventilation system at all new construction at its Facilities, which system exhausts tobacco smoke to the extent reasonably feasible under existing state-of-the-art technology;

2. Designate a smoke-free area for Slot Machines at all new construction at its Facilities;

3. Install non-smoking, vented tables for table games installed in its Facilities sufficient to reasonably respond to demand for such tables; and

4. Designate a non-smoking area for gaming within all of its Facilities.

E. The annual average minimum pay-out of all Slot Machines in each Facility shall not be less than eighty-five percent (85%).

F. Nothing in this Compact shall alter any of the existing memoranda of understanding, contracts, or other agreements entered into between the Tribe and any other federal, state, or local governmental entity.

G. The Tribe currently has as set forth in its Employee Fair Treatment and Dispute Resolution Policy, and agrees to maintain, standards that are comparable to the standards provided in federal laws and State laws forbidding employers from discrimination in connection with the employment of persons working at the Facilities on the basis of race, color, religion, national origin, gender, age, disability/handicap, or marital status. Nothing herein shall preclude the Tribe from giving preference in employment, promotion, seniority, lay-offs, or retention to members of the Tribe and other federally recognized tribes.

H. The Tribe shall, with respect to any Facility where Covered Games are played, adopt and comply with tribal requirements that meet the same minimum state

requirements applicable to Florida businesses with respect to environmental and building standards, except for any standards concerning smoking addressed in Section D. of this Part.

Part XIX. EXECUTION

The Governor of the State of Florida affirms that he has authority to act for the State in this matter and that, after approval by the Florida Legislature, no further action by the State or any State official is necessary for this Compact to take effect upon federal approval by action of the U.S. Secretary of the Interior or by operation of law under 25 U.S.C. s. 2710(d)(8) and upon publication of the notice of approval in the Federal Register. The Governor also affirms that he will take all appropriate steps to effectuate its purposes and intent. The undersigned Chairman of the Tribal Council of the Seminole Tribe of Florida affirms that he is duly authorized and has the authority to execute this Compact on behalf of the Tribe. The Chairman also affirms that he will take all appropriate steps to effectuate its purposes and intent.

APPROVED:

State of Florida

Date: 12-7-, 2015

Rick Scott
Governor

Seminole Tribe of Florida

Date: 12-7-15, 2015

James Billie
Chairman of the Tribal Council

From: Dunbar, Marc
To: Woodburn, Jeff
Subject: Re: Governor Scott Signs $3 Billion Seminole Compact
Date: Monday, December 07, 2015 9:43:10 PM

Thanks. This certainly creates a possibility for a chicken in nearly everyone's pot. I'll be curious to see which special interests suddenly get picky over the flavor of chicken being served. Congrats on getting it done. Good luck with the implementing legislation.

On Dec 7, 2015, at 8:16 PM, Woodburn, Jeff <jeff.woodburn@laspbs.state.fl.us<mailto:jeff.woodburn@laspbs.state fl.us>> wrote:

From: News Alerts [mailto:NewsAlerts@eog.myflorida.com]
Sent: Monday, December 07, 2015 8:04 PM
Subject: *NEWS ALERT* Governor Scott Signs $3 Billion Seminole Compact

From: Governor's Press Office
Sent: Monday, December 07, 2015 7:50 PM
Subject: Governor Scott Signs $3 Billion Seminole Compact

Good evening,

Please see the attached Tribal-State Gaming Compact negotiated and executed with the Seminole Tribe of Florida that Governor Scott submitted tonight to President Gardiner and Speaker Crisafulli.

Thanks,

Jackie Schutz

<2015_Gaming_Compact.pdf>