

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

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**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 25; U.S.C. ss. 2701 *et seq.*

Part I. TITLE

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

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 of Florida and the Seminole Tribe of Florida 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 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, 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 State has been advised by the federal government to enter into compact negotiations, with the alternative being the issuance of procedures by the U.S. Department of Interior. The Department of Interior has already circulated proposed procedures that would allow the Tribe to operate Class III gaming, including unlimited slot machines, at all of its current locations without the State receiving any revenue or ability to ensure consumer protection. The Governor therefore believes that it is in the public interest and the best interests of the State to enter into a Compact with the Tribe, rather than be subjected to federally authorized gambling as set forth in the proposed procedures.

G. This Compact supersedes the agreement executed by the Seminole Tribe of Florida and the Governor of Florida on November 14, 2007.

H. It is in the best interest of the State of Florida to enter into a compact with the Seminole Tribe of Florida. The Compact will generally benefit Florida, while at the same time limiting the expansion of gaming within the State. The State of Florida also recognizes that the significant revenue participation pursuant to the Compact in exchange for its exclusivity provisions provide an opportunity to increase and enhance the dollars available to spend on the education of Florida's children. Further, the Compact will allow

the State of Florida to exercise an appropriate regulatory role in the conduct of Class III gaming by the Tribe.

Part III. DEFINITIONS

As used in this Compact:

A. "Annual Oversight Assessment" means the assessment described in Part XI, Section C of this Compact.

B. "Class II video bingo terminals (or their equivalents)" means any electronic aid to a Class II bingo game that includes a video spinning reel and/or mechanical spinning reel display.

C. "Class III gaming" means the forms of Class III gaming defined in 25 U.S.C. s. 2703(8) and by the regulations of the National Indian Gaming Commission.

D. "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.

E. "Compact" means this Seminole Tribe of Florida and State of Florida Gaming Compact.

F. "Covered Game" or "Covered Gaming Activity" means the following Class III gaming activities:

1. (a) Slot machines, meaning 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, tokens, 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 displays, or both.

(b) 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, the Tribe shall be authorized to use such payment systems.

2. Banking or banked card games, including baccarat, chemin de fer, and blackjack (21).
3. Raffles and drawings.
4. Any new game authorized by Florida law for any person for any purpose.

Except as provided in subsection 4 above, nothing in this definition gives the Tribe the right to conduct roulette, craps, roulette-styled games, or craps-styled games; however,

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.

G. "Covered Game Employee" or "Covered Employee" 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.

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

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

J. "Electronic Bingo Machines" means a card minding device, used in connection with a bingo game as defined in Section 849.0931(a), Florida Statutes, that is certified in advance by an independent testing laboratory approved by the Division of Pari-Mutuel Wagering as a device that aids a bingo player by (1) storing in the memory of the device bingo faces of tangible cards purchased by a player; (2) comparing the

numbers or symbols entered by the player to the bingo faces previously stored in the memory of the device and (3) identifying winning bingo patterns that exist on the stored bingo faces. The independent testing laboratory shall further certify that the device shall not:

1. Be capable of accepting or dispensing any coins, currency, or other representative of value or on which value has been encoded.
2. 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.
3. Display or represent the game result through any means, including, but not limited to, video or mechanical reels or other slot machine or casino game themes or titles, other than highlighting the winning numbers or symbols marked or covered on the tangible bingo cards or giving an audio alert that the player's card has a prize-winning pattern.
4. Determine the outcome of any game or be physically or electronically connected to any component that determines the outcome of a game or to any other bingo equipment.

K. "Facility" or "Facilities" means any building of the Tribe in which the Covered Games authorized by this Compact are conducted on Indian lands as defined by the IGRA. Subject to the terms of this Compact, the Tribe shall have the ultimate responsibility for ensuring that the operation of each Facility conforms to the Compact as required herein;

L. "Guaranteed Minimum Payment" means the minimum payment of \$150 million per Revenue Sharing Cycle that the Tribe agrees to make to the State as provided by Part XI of the Compact;

M. "Historic Racing Machines" means individual historic race terminals 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 or greyhound races, but only if the game is certified in advance by an independent testing laboratory approved by the Division of Pari-Mutuel Wagering as complying with the following requirements:

1. All data on previously conducted horse or greyhound races must be stored in a secure format on the central server, which is located at the pari-mutuel facility.
2. Only horse or greyhound races that were recorded at licensed pari-mutuel facilities in the United States after January 1, 2000, may be used.
3. Progressive prizes are prohibited.
4. No prize exceeding \$1,000 may be awarded.
5. After each wager is placed, the Historic Racing Machine must display a video of at least the final 10 seconds of the horse or greyhound race, accessed in real time from the central server, before any prize is awarded or indicated on the Historic Racing Machine.
6. At least two players using Historic Racing Machines must simultaneously wager on each race.

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

8. 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.

9. No video or mechanical reel displays are permitted.

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

11. No coins or tokens may be dispensed from a Historic Racing Machine.

12. Prizes must be awarded based solely on the results of a previously conducted horse or greyhound race. No additional element of chance (including the use of a random number generator) may be used.

N. "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.

O. "Net Win" means the total receipts from the play of all Covered Games, which does not include free play or promotional credits issued by the Tribe, less all prize payouts.

P. "Pari-Mutuel Wagering Activities" means those activities presently authorized by Chapter 550, Florida Statutes, which do not include any casino-style game or game or device that includes video or mechanical reels or other slot machine or casino game themes or titles.

Q. "Patron" 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.

R. "Revenue Share" means the periodic payment by the Tribe to the State provided for in Part XI of this Compact.

S. "Revenue Sharing Cycle" means the annual (12-month) period of the Tribe's operation of Covered Games in its Facilities and whose first annual Cycle shall commence on the first day of the 31st month after the Effective Date.

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

U. "State" means the State of Florida.

V. "State Compliance Agency" ("SCA") means the state agency that has the authority to carry out the State's oversight responsibilities under this Compact, which shall be the Florida Department of Revenue or its successor agency.

W. "Tribe" means the Seminole Tribe of Florida or any affiliate thereof conducting activities pursuant to this Compact under the authority of the Seminole Tribe of Florida.

#### 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. However, except for the provisions in Part XI, Section A below, nothing in this Compact shall limit the Tribe's right to operate any game that is Class II under the IGRA.

B. The Tribe is authorized to conduct Covered Games under this Compact at only the following seven (7) existing gaming Facilities on Tribal lands:

Seminole Indian Casino - Brighton  
17735 Reservation Rd.  
Okeechobee, FL 34974

Seminole Indian Casino - Coconut Creek  
5550 NW 40<sup>th</sup> St.  
Coconut Creek, FL 33073

Seminole Indian Casino - Hollywood  
4150 N. St. Rd. 7  
Hollywood, FL 33021

Seminole Indian Casino - Immokalee  
506 S. 1<sup>st</sup> Street  
Immokalee, FL 34142

Seminole Indian Casino - Big Cypress  
30013 Josie Billie Hwy.  
Clewiston, FL 33440

Seminole Hard Rock Hotel & Casino - Hollywood  
1 Seminole Way  
Hollywood, FL 33314

Seminole Hard Rock Hotel & Casino - Tampa  
5223 N. Orient Rd.  
Tampa, FL 33610

C. Any of the identified Facilities in Section B (above) may be expanded or replaced by another Facility on the same reservation with advance notice to the State of sixty (60) calendar days, subject to the understanding that the number of existing Facilities on each reservation and the reservations upon which Class III gaming is authorized shall remain the same as provided in Section B (above).

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. The Tribe shall promulgate any rules and regulations necessary to implement this Compact, which at a minimum shall expressly include or incorporate by reference all provisions of Part V of this Compact and the procedural requirements of Part VI of this Compact. Nothing in this Compact shall be construed to affect the Tribe'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 approved 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 Minimum Internal Control Standards, 25 C.F.R. Part 542 (2009), even if the 2009 regulations are determined to be invalid or are subsequently withdrawn 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 in 25 C.F.R. Part 542 (2009).

C. The Tribe and the Commission shall retain all records 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, including 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 gaming employee.
2. The Tribe will make printed 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.
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 the 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 Games 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 Article XI of 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 they make no false or misleading claims.

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

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 rules shall be provided to the SCA within thirty (30) calendar days of their issuance or their amendment.

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. 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 Florida law is changed after January 1, 2009, to permit any person under the age of twenty-one (21) to engage in any Covered Gaming Activity anywhere within the State of Florida.

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 of this Compact.

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 its 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: the minimum internal control standards of the National Indian Gaming Commission (25 C.F.R. Part 542 (2009)); 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 gaming will be resolved in accordance with the procedures established in Article XI of 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 Florida'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, the Employee Fair Treatment and Dispute Resolution Policy as provided in Part XVIII, Section G.

D. Tort remedies for Patrons.

1. A Patron who claims to have been injured in the area of the Facility where Covered Games are played is required to provide written notice to the Tribe's Risk

Management Department or the Facility, 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. Nothing herein shall interfere with any claim a Patron might have arising under the Federal Tort Claims Act.

2. The Tribe shall have 30 days to respond to a claim made by a Patron. When the Tribe responds to an incident alleged to have caused a Patron's injury or illness, the Tribe shall provide a claim form to the Patron. It is the Patron's responsibility to complete the form and forward the form to the Tribe's Risk Management Department within a reasonable period of time, and 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.

3. Upon receiving written notification of the claim, 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 the insurance carrier contacts the Patron within a reasonable period of time following receipt of the claim.

4. The insurance carrier will handle the claim to conclusion. If the Patron and the insurance carrier are not able to resolve the claim, the Patron may bring a tort claim against the Tribe in any court of competent jurisdiction in Broward County Florida, subject to the exhaustion of tribal remedies, 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.

5. With respect to tort claims covered by Section D(1), the Tribe agrees to waive its tribal sovereign immunity to the same extent as the State of Florida waives its sovereign immunity, as specified in Section 768.28(5), Florida Statutes, as such provision may be amended from time-to-time by the Florida Legislature. In no event 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 damages and attorney fees (if otherwise allowable under Florida law) arising out of any claim brought or asserted against the Tribe, its subordinate governmental and economic units as well as any Tribal officials, employees, servants, or agents in their official capacities and any entity which is owned, directly or indirectly by the Tribe, and all patron tort claims arising under this provision shall be brought solely against the Tribe, as the only party in interest for tort claims of patrons arising under this Compact.

6. Notices explaining the procedures and time limitations with respect to making a tort claim shall be prominently displayed in the Facilities, posted on the Tribe's website, and provided to any Patron for whom the Tribe has notice of the injury or property damage giving rise to the tort claim. Such notices shall explain the method and places for making a tort claim, that this procedure is the exclusive

method of making a tort claim, and that claims that do not follow this procedure shall be forever barred.

7. The Tribe shall maintain an insurance policy which shall:
  - (a) Prohibit the insurer or the Tribe from invoking tribal sovereign immunity for claims up to the limits of \$100,000.00 for an individual tort claim and \$200,000.00 for the tort claims of all persons or entities claiming injury in tort arising out of a single event or occurrence, or higher limits, if any, under Section 768.28(5), Florida Statutes.
  - (b) Include covered claims made by a Patron or invitee for personal injury or property damage.
  - (c) Permit the insurer or the Tribe to assert any statutory or common law defense other than sovereign immunity.
  - (d) Provide that any award or judgment rendered in favor of a Patron or invitee shall be satisfied solely from insurance proceeds.
  
8. The Tribal Council of the Seminole Tribe of Florida may, in its discretion, consider private bills for claims in excess of the limits of the Tribe's waiver of its sovereign immunity.

#### Part VII. ENFORCEMENT OF COMPACT PROVISIONS

A. The Tribe, the Commission and the SCA (to the extent authorized by the Compact) shall be responsible for regulating activities pursuant to this Compact. As part of its responsibilities, the Tribe has adopted or issued standards designed to ensure that

the 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 (i) the Seminole Tribal Gaming Code, (ii) all rules, regulations, procedures, specifications, and standards lawfully adopted by the National Indian Gaming Commission and the Commission, and (iii) the provisions of this Compact, including, but not limited to, the standards and the Tribe's rules and regulations;
2. Reasonable measures are taken to:
  - (a) Assure the physical safety of Facility Patrons, employees, and any other person while in the Facility;
  - (b) Prevent illegal activity at the 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 Facilities comply with the standards of the Florida Building Code, the provisions of which the Tribe has adopted as the Seminole Tribal Building Code;
  - (e) Ensure adequate emergency access plans have been prepared to ensure the health and safety of all Covered Game Patrons;

B. All licenses for members and employees of the Commission shall be issued according to the same standards and terms applicable to Facility 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 to the Facility during all hours of operation upon reasonable notice, and shall have immediate access to any and all areas of the Facility for the purpose of ensuring compliance with the provisions of this Compact. The Commission shall investigate any such 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 a Memorandum of Understanding between the Commission and the SCA as soon as practicable after the Effective Date of this Compact. Any such violations shall be reported immediately to the Commission, and the Commission shall immediately forward the same to 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 the provisions 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. The State may secure, and the Tribe will be required to provide all necessary cooperation, an annual independent financial audit of the conduct of Covered Games subject to this Compact. The audit shall 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 of, and right to, the Payments made to the State pursuant to Part XI of this Compact and as defined by this Compact. A copy of the audit report for the conduct of Covered Games shall be submitted to the Commission 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 financial audit shall be performed by an independent accounting 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 accounting firm for the costs of the annual independent financial audit.

B. The SCA may, pursuant to the provisions of this Compact, monitor the conduct of Covered Games to ensure that the Covered Games are conducted in compliance with the provisions of this Compact. In order to properly monitor the conduct of Covered Games, agents 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 take reasonable steps to assure that operations at the Facilities comply with the terms of this Compact and may advise on such issues as it deems appropriate.
2. In order to fulfill its oversight responsibilities, the State has identified specific oversight testing procedures, set forth below in paragraph 3, subsections (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 not to exceed six (6) times annually at each Facility to confirm that the Covered Games operate and play properly pursuant to the manufacturer's technical standards. Such random inspections shall occur during normal business hours. 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.
  - (b) For each Facility, the SCA may perform one annual review of the 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 violations of same by the Facilities.
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 normal operating hours only, provided that to the extent such inspections are limited to areas of the Facility where the public is normally permitted, the SCA agents may inspect the Facility without giving prior notice to the Tribe or the Commission;

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

7. Before the SCA agents enter any nonpublic area of a Facility, they shall provide proper prior notice and photographic identification to the Commission. The SCA agents shall be accompanied in nonpublic areas of the Facility by a Commission officer. Notice of at least two (2) hours by the SCA to the Commission is required to assure that a Commission officer is available to accompany the SCA agents at all times.

B. Subject to the provisions herein, agents 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 inspectors 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.

C. At the completion of any SCA inspection or investigation, the SCA shall forward any written report thereof to the Commission, containing all pertinent, nonconfidential, nonproprietary 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.

D. 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 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 Articles IV-VI of the Seminole Tribal Gaming Code. 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 substantial exclusivity and other valuable consideration consistent with the goals of the IGRA, including special opportunities for tribal economic development through gaming within the external boundaries of Florida with respect to the play of Covered Games. In consideration thereof, the Tribe covenants and agrees, subject to the conditions agreed upon in Part XII of this Compact, to make Payments to the State derived from Net Win as set forth in Sections B and D. The Tribe further agrees to convert eighty percent (80%) of its Class II video bingo terminals (or their equivalents) to Class III slot machines within forty-eight (48) months from January 1, 2008. Within sixty (60) months from January 1, 2008, all Class II video bingo terminals (or their equivalents) shall be converted to Class III slot machines, or the Payment to the State shall include an additional revenue share on its operation of Covered Games to be calculated as if the conversion has been completed, whether or not the Tribe has fully executed its conversion. The Tribe further agrees that it will not purchase or lease any new Class II video bingo terminals (or their equivalents) for use at its Facilities after the Effective Date of this Compact.

B. Payments pursuant to Section A above shall be made to the State via electronic funds transfer in a manner directed by the SCA. Of the amounts paid by the Tribe to the State, ninety-seven (97) percent shall be designated for immediate transfer into the Educational Enhancement Trust Fund of the Department of Education and three (3) percent shall be distributed, as provided for by the Legislature, to those local governments (including both counties and municipalities) in Florida affected by the

Tribe's operation of Covered Games. Payments will be due in accordance with the Payment Schedule set forth below.

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

(a) During the Initial Period (30 calendar months commencing on the Effective Date), the Tribe agrees to pay the State a Revenue Share Payment in the amount of \$12.5 million per month through the end of Initial Period.

(b) Commencing with the First Revenue Sharing Cycle (which begins on first day of the 31<sup>st</sup> month after the Effective Date), the Tribe agrees to pay a Revenue Share to the State (the "Revenue Share Payment") with respect to each Revenue Sharing Cycle equal to the greater of (1) the amount calculated in accordance with subsections (i) through (xii) below (the "Percentage Revenue Share Amount") or (2) the Guaranteed Minimum Payment:

(i) Twelve percent (12%) of all amounts up to One Billion Dollars (\$1,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Broward County during each Revenue Sharing Cycle;

(ii) Fifteen percent (15%) of all amounts between One Billion and One Dollars (\$1,000,000,001) and One Billion Five Hundred Million Dollars (\$1,500,000,000) of Net Win received by the Tribe

from the operation and play of Covered Games in Broward County during each Revenue Sharing Cycle;

(iii) Seventeen and one half percent (17.5%) of all amounts between One Billion Five Hundred Million and One Dollars (\$1,500,000,001) and One Billion Seven Hundred Fifty Million Dollars (\$1,750,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Broward County during each Revenue Sharing Cycle;

(iv) Twenty percent (20.0%) of all amounts between One Billion Seven Hundred Fifty Million and One Dollars (\$1,750,000,001) and Two Billion Dollars (\$2,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Broward County during each Revenue Sharing Cycle;

(v) Twenty-two and one half percent (22.5%) of all amounts between Two Billion and One Dollars (\$2,000,000,001) and Two Billion Two Hundred Fifty Million Dollars (\$2,250,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Broward County during each Revenue Sharing Cycle;

(vi) Twenty-five percent (25%) of all amounts over Two Billion Two Hundred Fifty Million Dollars (\$2,250,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Broward County during each Revenue Sharing Cycle;

(vii) Twelve percent (12%) of all amounts up to One Billion Dollars (\$1,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Florida counties other than Broward County during each Revenue Sharing Cycle;

(viii) Fifteen percent (15%) of all amounts between One Billion and One Dollars (\$1,000,000,001) and One Billion Five Hundred Million Dollars (\$1,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Florida counties other than Broward County during each Revenue Sharing Cycle;

(ix) Seventeen and one half percent (17.5%) of all amounts between One Billion Five Hundred Million and One Dollars (\$1,500,000,001) and One Billion Seven Hundred Fifty Million Dollars (\$1,750,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Florida counties other than Broward County during each Revenue Sharing Cycle;

(x) Twenty percent (20.0%) of all amounts between One Billion Seven Hundred Fifty Million and One Dollars (\$1,750,000,001) and Two Billion Dollars (\$2,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Florida counties other than Broward County during each Revenue Sharing Cycle;

(xi) Twenty-two and one half percent (22.5%) of all amounts between Two Billion and One Dollars (\$2,000,000,001) and Two

Billion Two Hundred Fifty Million Dollars (\$2,250,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Florida counties other than Broward County during each Revenue Sharing Cycle;

(xii) Twenty-five percent (25%) of all amounts over Two Billion Two Hundred Fifty Million Dollars (\$2,250,000,000) of Net Win received by the Tribe from the operation and play of Covered Games in Florida counties other than Broward County during each Revenue Sharing Cycle.

(c) Monthly Payment

(i) On or before the fifteenth (15th) day of the month following each month of a Revenue Sharing Cycle, the Tribe will remit to the State or its assignee the Revenue Share Payment due in respect of the prior month (the "monthly payment"). For purposes of this Section, the monthly payment shall be eight and one-third percent (8.3%) of the estimated Revenue Share Payment to be paid by the Tribe during such Revenue Sharing Cycle. For the first month of the First Revenue Sharing Cycle, the prior month shall be the last month of the Initial Period.

(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) 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.

(d) Payment Verification

(i) On or before the Forty-fifth (45th) day after the third month, sixth month, ninth month, and twelfth month of each Revenue Sharing Cycle (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 calculation.

(ii) For each quarter within any Revenue Sharing Cycle 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 and twentieth (120th) 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 annual Revenue Share to the SCA for State review.

(iii) If the twelfth (12th) 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, and the State will either reimburse to the Tribe any overpayment of the annual Revenue Share or authorize the overpayment to be deducted from the next successive monthly payment or payments.

2. If, after any change in federal or 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 remote from a casino or other commercial gaming facility), the Tribe's Net Win from the operation of Covered Games at all of its Facilities combined drops more than five (5) percent below its Net Win from the previous 12 months (Revenue Level A), the Tribe would no longer be required to make payments to the State based on the Guaranteed Minimum Payment. However, the Tribe would continue to make payments based on the Percentage Revenue Share Amount. The Tribe would resume making the Guaranteed Minimum Payment if its Net Win rises above Revenue Level A.

C. The Annual Oversight Assessment to reimburse the State for the actual costs of the operation of the SCA to perform its monitoring functions as defined in this

Compact 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. As a further payment for substantial exclusivity, the Tribe shall make an annual payment to the Florida Council on Compulsive Gaming as an assignee of the State in an amount not less than Two-Hundred Fifty Thousand Dollars (\$250,000.00) per Facility.

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. REDUCTION OF TRIBAL PAYMENTS BECAUSE OF LOSS OF EXCLUSIVITY OR OTHER CHANGES IN FLORIDA LAW

The intent of this section is to provide the Tribe with the right to operate Covered Games on an exclusive basis throughout the State, subject to the exceptions and provisions set forth below.

A. If, after September 1, 2009, Florida law is amended or interpreted to allow any expansion of Class III gaming or other casino-style gaming (including but not limited to (1) electronically-assisted bingo or pull-tab games or (2) video lottery terminals (VLTs) or any similar games (not including vending machines to dispense paper scratch-off lottery tickets) that allow direct operation of the games by customers of the Florida Lottery (including any successor entity or any licensee of the Florida Lottery or any

successor entity), whether or not such games are determined through the use of a random number generator, at any location under the jurisdiction of the State that was not in operation or where such new games were not in operation as of January 1, 2009, and such gambling begins to be offered for public or private use, the Payments due the State pursuant to Parts XI, Sections B and D of this Compact shall cease until such gambling is no longer operated, in which event the Payments due the State pursuant to Parts XI, Sections B and D of this Compact shall resume.

B. Exceptions: The following are exceptions to the exclusivity provisions of Section A above.

1. Any Class III gaming authorized by a 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 January 1, 2009.
2. The operation of slot machines at each of the seven (7) presently licensed pari-mutuel facilities in Broward and Miami-Dade Counties or at the existing Hialeah Park facility, provided that such licenses are not transferred or otherwise used to move or operate such slot machines at any location not presently authorized.
3. (a) If at any time, by action of the Florida Legislature or an amendment to the Florida Constitution, Florida law allows for the play of any additional type of game (such as blackjack) at any of those seven (7) facilities or at Hialeah Park,  
  
and

(b) the Tribe's annual Net Win from its Facilities located in Broward County for the 12 month period after the expansion specified in Section 3(a) is less than the Net Win for the 12 month period preceding the commencement of such expansion, or if the commencement of such new authorization is made during the Initial Period, the last 12 months under the 2007 Compact entered into by the Tribe and Governor, herein after referred to as the "Net Revenue Base," the Payments due the State pursuant to Part XI, Sections B(1)(b) and D of this Compact, for the next Revenue Sharing Cycle and future Revenue Sharing Cycles, shall be calculated by reducing the Tribe's payment on revenue generated from its Facilities in Broward County by 50 percent of that reduction in annual Net Win from its facilities in Broward County, provided that the Guaranteed Minimum Payment shall not be reduced.

(c) If the Tribe's annual Net Win from its Facilities located in Broward County subsequently increases to equal or exceed the Net Revenue Base, then the Tribe's payment shall again be calculated without any reduction, but may be reduced again under the provisions set forth above.

4. If at any time Florida law is amended or interpreted to allow the play of Class III gaming or other casino-style gaming (as defined in Part XII, Section A) at any location (other than the existing Hialeah Park facility) in Miami-Dade County or Broward County under the jurisdiction of the State that is not presently licensed for the play of such games at such locations and such games were not in play as of January 1, 2009, and such gambling begins to be offered for public or private use, the Payments due the State pursuant to Part XI, Sections B(1)(b) and

D of this Compact, shall be calculated by excluding the Net Win from the Tribe's Facilities in Broward County.

5. The operation of a combined total of not more than 300 Historic Racing Machines (connected to a central server at that facility) and Electronic Bingo Machines at each pari-mutuel facility licensed as of April 1, 2009, and not located in either Broward County or Miami-Dade County. This exception is subject to the understanding that the provisions of 2009 Fla. Laws ch. 2009-170, which the parties agree will go into effect subsequent to the final approval of this Compact under Federal Law, do not authorize the operation of Class III gambling and other casino style gambling, as defined in Section A of this Part, in Counties other than Broward County or Miami-Dade County. No other forms of Class III or casino style gaming come within the scope of this exception and the operation of such gaming under the provisions of 2009 Fla. Laws ch. 2009-170 or any subsequently enacted statute shall be deemed a violation of the exclusivity provided for the Tribe under Part XI of this Compact.

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

7. The operation of no-limit poker at card rooms licensed by the State of Florida.

C. To the extent that the exclusivity provisions of this Part are breached or otherwise violated 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 the State from the Tribe's Facilities prior to the breach/violation shall be made within thirty (30) business days after the breach/violation.

D. The breach of this Part's exclusivity provisions and the cessation of Payments 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.

### Part XIII. DISPUTE RESOLUTION

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 may 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 Tribe and State 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 Section 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, unless an extension to this time limit is negotiated 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 federal district court ("federal court") regarding any dispute arising under this Compact in a district in which the federal court has venue. If the federal court declines to exercise jurisdiction, or federal precedent exists that rules that the federal court would not have jurisdiction over such a dispute, either party may bring the action in the Courts of the Seventeenth Judicial Circuit in and for 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 Tribe and the State 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 (i) the dispute is limited solely to issues arising under this Compact, (ii) 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 (iii) 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 may 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 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 provision, section, and subsection of this Compact shall stand separate and independent of every other provision, section, or subsection. In the event that a federal district court in Florida or other court of competent jurisdiction shall find any provision, section, or subsection of this Compact to be invalid, the remaining provisions, sections, and subsections of this Compact shall remain in full force and effect, provided that severing the invalidated provision, section or subsection does not undermine the overall intent of the parties in entering into this Compact. However, if either Part III, Section E, 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 to the State under Part XI, does not create any duty on the State of Florida but only a remedy for the Tribe if gambling under state jurisdiction is expanded.

C. 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 IGRA 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.

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

E. Each party hereto agrees to defend the validity of this Compact.

F. The parties shall cooperate in seeking approval of this Compact from the Secretary of the Interior and the parties 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 (i) certified mail, return receipt requested, (ii) commercial overnight courier service, or (iii) personal delivery, to the following persons:

**The Governor**  
The Capitol  
Tallahassee, Florida 32301

General Counsel to the Governor  
The Capitol  
Tallahassee, Florida 32301

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

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

Part XVI. EFFECTIVE DATE AND TERM

A. This Compact, if approved by the Florida Legislature by an up or down vote, shall become effective upon its approval as a tribal-state compact within the meaning of the IGRA either by action of the Secretary of the Interior or by operation of law under 25 U.S.C. s. 2710(d)(7)(C) upon publication of a notice of approval in the Federal Register under 25 U.S.C. s. 2710(d)(7)(C).

B. This Compact shall have a term of 20 years (240 months) beginning on the first day of the month following the month in which the Compact becomes effective under Section A of this Part. This Compact shall remain in full force and effect until the sooner of expiration of its terms or until terminated by mutual agreement of the parties.

Part XVII. AMENDMENT OF COMPACT AND REFERENCES

A. Amendment of this Compact may only be made by written agreement of the parties, subject to approval by the Secretary 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)(7)(C).

B. Legislative ratification is required for any amendment to the Compact that alters the provisions relating to Covered Games, the amount of revenue sharing payments, suspension 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 with thirty (30) calendar days advance notice to the State. 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 would be 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 any of 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)(7)(C), upon tribal notice to the State and the Secretary, 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(ies), (i) the Tribe's obligation to pay the Guaranteed Minimum 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(ies) and (ii) the Net Win specified under Part XII, Section B, for purposes of determining whether the Tribe's Payments described in part XI shall cease, shall be reduced pro rata to reflect the percentage of the total Net Win lost to the Tribe from the impacted Facility(ies), with the proviso that if Payments to

the State have already stopped under the provisions of Part XII, Section B, the provisions of this Section shall not trigger a resumption of payments under that Part. The foregoing shall not excuse any obligations of the Tribe to make Payments to the State as and when required hereunder or in any related document or agreement.

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 its Seminole Hard Rock Hotel & Casino – Hollywood Facility. 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; and
3. Install non-smoking, vented tables for table games installed in its Facilities sufficient to reasonably respond to demand for such tables.

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

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 it's 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 its Facilities 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.

I. All funds paid by the Tribe to the State under the 2007 Compact shall be transferred to the Educational Enhancement Trust Fund within ten (10) calendar days after the Effective Date of this Compact.

#### Part XIX. EXECUTION

By action of the Legislature, the Governor of the State of Florida affirms that he has authority to act for the State in this matter and no further action by the State or any State official is necessary for this Compact to take effect upon approval by the Florida Legislature, federal approval by action of the Secretary of the Interior or by operation of law under 25 U.S.C. s. 2710(d)(7)(C) 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:

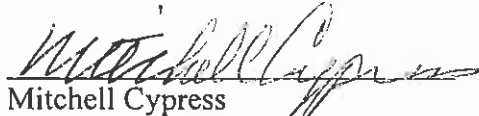
State of Florida



Charlie Crist  
Governor

Date: 8/31, 2009

Seminole Tribe of Florida



Mitchell Cypress  
Chairman of the Tribal Council

Date: 8/28, 2009