

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

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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 ("Tribe"), and the State of Florida ("State"), 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. Section 2701, *et seq.* ("IGRA").

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 Tribe is a federally recognized tribal government possessing sovereign powers and rights of self-government.
- B. The State is a state of the United States of America possessing the sovereign powers and rights of a state.
- C. The Governor of Florida is the chief executive officer of the State and has authority to act for the State with respect to the negotiation and execution of this Compact.
- D. The State and the Tribe maintain a government-to-government relationship.
- E. The United States Supreme Court has long recognized the right of an Indian Tribe to regulate activity on lands within its jurisdiction, but the IGRA gives states a role in the conduct of tribal gaming in accordance with negotiated tribal-state compacts.

F. The Tribe 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 IGRA, 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.

G. The State has been directed 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 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.

H. The State recognizes that the positive effects of this Compact will generally benefit all of Florida, by increased tourism, local spending, job growth and related economic development activities. The State 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 governmental programs that benefit the citizens of Florida, such as the education of Florida's children.

Part III. DEFINITIONS

As used in this Compact and the Appendices thereto:

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

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

C. "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;

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

E. "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. Any banking or banked card game, including baccarat, chemin de fer, and blackjack (21);
3. High stakes poker games, as provided in Part V., Section L;
and
4. Any devices or games that are authorized under State law to the Florida State Lottery, provided that the Tribe will not offer such games through the Internet unless others in the State are permitted to do so.
5. Any new game authorized by Florida law for any person for any purpose.

Except as provided in Section 5 above, nothing in this definition provides the Tribe the ability 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 displays of roulette, wheels or other table game themes.

F. "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 shall not apply to 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;

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

H. "Effective Date" means the date on which the Compact becomes effective pursuant to Part XVI.A. of this Compact;

I. "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;

J. "Guaranteed Minimum Payment" means the minimum Payment the Tribe agrees to make to the State as provided by Part XI of the Compact;

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

L. "Net Poker Income" means the total revenue from all hands played, including buy-ins and rebuys, less overhead and operating costs. Operating costs include, but are not limited to, all tournament prizes, amenities, gifts, advertising, comps, labor, surveillance, television production and, rooms, food and beverage provided to celebrities and previously rated players as part of a tournament.

M. "Net Win" means the total receipts from the play of all Covered Games less all prize payouts and participation fees.

N. "Participation fees" means payments made to suppliers on a periodic basis by the Tribe for the right to lease or otherwise offer for play gaming devices that the Tribe does not own. Participation fees can be royalty payments, or lease payments. The Tribe assures that it holds no current interest in any company that supplies gaming devices and that if it acquires such an interest in the future, that it will forego the deduction of such fees with respect to that supplier in which it holds an interest.

O. "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;

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

Q. "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 day the Tribe makes Covered Games available for public play in its Facilities;

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

S. "State" means the State of Florida;

T. "State Compliance Agency" ("SCA") means the state agency that has the authority to carry out the State's oversight responsibilities under this Compact, which may be any agency designated by the Legislature for this purpose. The SCA shall be the Governor or his designee unless and until an SCA has been designated by the Legislature; provided, however, that nothing in this Compact is intended to empower the Governor to engage in any act not authorized by the Florida Constitution or Florida Statutes;

U. "Tribe" means 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 (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 existing gaming Facilities on Tribal lands:

Seminole Indian Casino - Brighton

Highway 721 – Brighton Indian Reservation, Route 6 Box 611
Okeechobee, FL 34974

Seminole Indian Casino - Coconut Creek

5550 NW 40th St.
Coconut Creek, FL 33073

Seminole Indian Casino - Hollywood

4150 N. St. Rd. 7
Hollywood, FL 33021

Seminole Indian Casino - Immokalee

506 S. 1st 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 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 Appendix E. In addition, all Facilities 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) as set forth in detail in Appendix D, as the same may be amended or supplemented from time to time.

C. The Tribe and the Commission shall retain all records in compliance with the requirements set forth in Appendix F.

D. Compulsive Gambling.

The Tribe will continue and maintain its extensive and award-winning program to combat problem gambling and curtail compulsive gambling, including work with the Florida Council on Compulsive Gambling or other organization 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 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 paragraph 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 ATMs in each Facility, which aim at the prevention of problem gaming and which specify where Patrons may receive counseling or assistance for gambling problems. 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 Tribe's Gaming Code (Appendix I).
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. 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.

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 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 operates the "Safe Ride Home Program," a free taxi service. Additionally, to reduce risks of underage gambling and underage drinking, the Tribe prohibits entry onto the casino floor of anyone under 18 years of age. The Tribe's programs and policies related to these matters are attached as Appendix P, and the Tribe shall maintain these (or stricter and/or more extensive) programs and policies for the duration of this Compact. The Tribe shall provide the State with written notice of any changes to the programs and policies in Appendix P, 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.

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 presently conducts and shall continue to conduct poker in each of its Facilities in compliance with provisions of Florida law, including provisions that limit wagers and pot sizes. However, the Tribe may hold up to six (6) celebrity/charity poker tournaments per year in each of its Facilities that are not subject to the limitations/restrictions imposed by Florida law, provided that a minimum of seventy percent (70%) of the Net Poker Income from each poker tournament is donated to a charitable organization organized pursuant to Section 501(c)(3) of the Internal Revenue Code. The maximum number of days a celebrity/charity tournament will be played is eight (8) calendar days during the month a tournament is hosted. Any payments made to charitable organizations pursuant to this part shall not be calculated as Net Win for purpose of payments to the State under Part XI.

M. 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 NIGC; the Tribal gaming ordinance; 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, TORT CLAIMS; PRIZE CLAIMS; LIMITED
CONSENT TO SUIT

- A. All disputes will be resolved in accordance with the procedures established in Article XI of the Tribe's Gaming Code (Appendix I).
- 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. The Tribe's workers compensation ordinance is included as Appendix M.
- C. Disputes by employees of the Tribe's Facilities will be handled pursuant to the provisions of the Tribe's policy for gaming employees, which is included in Appendix Q.
- 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 six months after the date of the incident giving rise to the claimed injury occurs, or the claim shall be forever barred.
 2. 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 six months 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 year statute of limitations, which shall begin to run from the date of the incident of the alleged claimed injury.
5. In no event shall the Tribe be deemed to have waived its tribal immunity from suit beyond \$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. These limitations are intended to include liability for compensatory and punitive damages, as applicable, as well as any costs, pre-judgment interest and attorneys fees 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.

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.

Part VII. ENFORCEMENT OF COMPACT PROVISIONS

A. The Tribe and the Commission 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 gaming ordinance duly adopted by the Tribe and approved in accordance with the IGRA, (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 set forth in the Appendices;
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 (Appendix K);

(e) ensure adequate emergency access plans have been prepared to ensure the health and safety of all Covered Game Patrons (Appendix J);

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 compliance officers shall be independent of the Tribal gaming operations, and shall be supervised by and accountable only to the Commission. A Commission compliance 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 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 four (4) 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 may forward a 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. Part 556 and Part 558, as well as the applicable licensing and hearing requirements set forth in Articles IV-VI of the Tribe's Gaming Code (Appendix I).

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 Exhibit A (Payment Schedule). 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 the Effective Date of this Compact. Within sixty (60) months from the Effective Date of this Compact, all Class II video bingo terminals (or their equivalents) shall be converted to Class III slot machines, or the Payment to the State shall 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) 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. Payments will be due in accordance with the Payment Schedule set forth in Exhibit A. The appropriation of any Payments received by the State pursuant to this Compact lies within the exclusive prerogative of the Legislature. The Governor, however, recognizes that the operation of the Florida Lottery and the operation of slot machines in the pari-mutuel facilities in Broward County have provided the State an opportunity to increase and enhance the dollars available to spend on the education of Florida's children. Recognizing the importance of those benefits while also taking into account the local impact from the operation of Covered Games at the Facilities, the Governor recommends that (1) ninety-five percent (95%) of these Payments received by the State be appropriated to the State's Educational Enhancement Trust Fund and (2) five percent (5%) of these Payments received by the State 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.

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. Out-of-pocket expenses to be incurred by the Governor or his designee performing functions of the SCA unless and until the SCA is designated by the Legislature shall be advanced by the Tribe upon submission of properly documented requests.

D. 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 Class III gaming as defined in this Compact, or other casino-style gambling where the results of such games are determined through the use of a random number generator, that is not presently authorized by or under Florida law is authorized for any

location within the State of Florida that is under the jurisdiction of the State, including but not limited to (1) electronically-assisted bingo or pull-tab games or (2) video lottery terminals (VLTs) or any similar games that allow direct operation of the games by customers of the Florida Lottery, any successor entity or any licensee of the Florida Lottery or any successor entity, and such gambling begins to be offered for public or private use, the Payments due the State pursuant to Parts XI.A and B of this Compact shall cease until such gambling is no longer operated, in which event the Payments due the State pursuant to Parts XI.A and B 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 will not be a breach or other violation of the exclusivity provisions set forth in Section A above.

2. (a) If a local referendum is passed by the voters of Miami-Dade County implementing the authority for operation of slot machines by pari-mutuels located within that County and after any pari-mutuel in that County begins to offer slot machine play or,

(b) if at any time there is an expansion of Class III gaming in either Broward or Miami-Dade Counties,

and

(c) the Tribe's annual Net Win plus revenues from its remaining Class II video bingo terminals (or their equivalents) within its Facilities statewide drops below \$1.37 billion, the Payments due the State pursuant to Part XI. Sections A and B of this Compact shall cease. If the Tribe's annual Net Win plus revenues from its remaining

Class II video bingo terminals (or their equivalents) within its Facilities statewide again reaches or exceeds \$1.37 billion, the Payments due the State pursuant to Part XI, Sections A and B of this Compact shall resume, but may be reduced again under the provisions set forth above.

3. The conduct of illegal or otherwise unauthorized Class III gaming within the State shall not be considered a breach or other violation of the exclusivity provisions set forth in Section A above, unless such gaming is conducted in multiple locations in more than one county and its operation is sanctioned, tacitly or otherwise, by action or inaction of State and/or local officials if, after notice from the Tribe to the SCA, the State has evidenced a lack of good faith and failed to take reasonable measures to stop the conduct of illegal gaming activities.

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 A and B 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 A and B 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.

E. Nothing in this Compact is intended to affect the ability of the State Legislature to enact laws either further restricting or expanding gambling on non-tribal lands.

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), set forth as Appendix R, 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 and its Appendices;

D. 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, the State may bring an action against the Tribe 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, the State may bring the action in the Courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. The State is entitled to all rights of appeal permitted by law in the court system in which the action is brought.

E. 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 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.

F. 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.

G. 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.

H. If the parties are unable to resolve a dispute involving a claim by the Tribe against the State through the process specified in Sections A, B, and C of this Part, notwithstanding any other provision of law, the Tribe may invoke arbitration of the dispute under the Commercial Arbitration Rules of the American Arbitration Association as set forth in Appendix S. The arbitrators' decision may not be enforced in any court. If the arbitrators find that the State is not in compliance with the Compact, the State shall have the opportunity to challenge the decision of the arbitrators by bringing an independent action against the Tribe in federal district court ("federal court") regarding

the dispute underlying the arbitration 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, the State may bring the action in the Courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. The State is entitled to all rights of appeal permitted by law in the court system in which the action is brought. The State shall be entitled to de novo review of the arbitrators' decision under this Section. For the purpose of this Section, the Tribe agrees to waive its immunity as provided in Section E of this Part.

I. If the arbitrators find that the State is not in compliance with the Compact and the State fails to file suit as provided above within sixty (60) calendar days of the arbitrators' decision or fails to maintain the suit through final judgment, including appeals, without the agreement of the Tribe, the Tribe may suspend Payment under Part XI until the State comes into compliance with the arbitrators' decision.

J. If the State files suit as provided above and a final judgment is rendered by the court, the failure of the State to comply with the judgment shall constitute grounds for the Tribe to suspend Payment under Part XI until the State comes into compliance with the court's judgment.

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 (E), Part XI or Part XII is held by a court of competent jurisdiction to be invalid, this Compact will become null and void. If any provision, section, or subsection of this Compact is determined by a federal district court in Florida or other court of competent jurisdiction to impose a mandatory duty on the State of Florida that requires authorization by the Florida Legislature, the duty conferred by that particular provision, section or subsection shall no longer be mandatory but will be deemed to be a matter within the discretion of the Governor or other State officers, subject to such legislative approval as may be required by Florida law.

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, 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:

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 & TERM

A. This Compact shall become effective upon its approval by the Secretary of the Interior as a tribal-state compact within the meaning of the IGRA either by publication of the notice of approval in the Federal Register or by operation of law under 25 U.S.C. § 2710(d)(7)(C).

B. This Compact shall have a term of 25 years (300 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 APPENDICES

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. § 2710(d)(7)(C). Changes in the provisions of tribal ordinances, regulations and procedures set forth in the Appendices to 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. § 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%).

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. Fair Employment Practices

The Tribe currently has as set forth in Appendix Q, 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.

PART XIX. EXECUTION

By signing this Compact, 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 Secretary of the Interior and publication of the notice of approval in the Federal Register or by operation of law under 25 U.S.C. § 2710(d)(7)(C). 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:

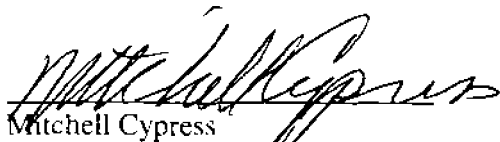
State of Florida



Charlie Crist
Governor

Date: November 14, 2007

Seminole Tribe of Florida



Mitchell Cypress
Chairman of the Tribal Council

Date: November 14, 2007

Exhibit A

Payment Schedule

Subject to the provisions in Part XI of the Compact, and subject to the limitations agreed upon in Part XII of the Compact, the amounts paid by the Tribe to the State shall be calculated as follows:

(a) Upon the Effective Date of this Compact, the Tribe will pay to the State a sum of Fifty Million Dollars (\$50,000,000), as an advance against the Guaranteed Payment of One Hundred Million Dollars (\$100,000,000) from the first Revenue Sharing Cycle.

(b) For the first Revenue Sharing Cycle, the Tribe shall pay an additional Fifty Million Dollars (\$50,000,000). Twenty-Five Million Dollars (\$25,000,000) of that amount shall be paid in equal installments over the course of the twelve (12) months of the first Revenue Sharing Cycle, and the remaining Twenty-five Million Dollars (\$25,000,000) shall be paid in equal installments over the course of the twelve (12) months of the second Revenue Sharing Cycle.

(c) For the second Revenue Sharing Cycle, in addition to the carry-over payments from the first Revenue Sharing Cycle, the Tribe shall pay One Hundred and Twenty-Five Million Dollars (\$125,000,000) in equal installments over the course of the twelve (12) months of the second Revenue Sharing Cycle.

(d) For the third Revenue Sharing Cycle, the Tribe shall guarantee a minimum Payment of not less than One Hundred and Fifty Million Dollars (\$150,000,000), if the Revenue Share calculated for that Revenue Sharing Cycle under Section (g), below, is less than the Guaranteed Minimum Payment.

(e) For every subsequent Revenue Sharing Cycle, the Tribe agrees to pay not less than a Guaranteed Minimum Payment of One Hundred Million Dollars (\$100,000,000.00) if the Revenue Share calculated for that Revenue Sharing Cycle under Section (g), below, is less than the Guaranteed Minimum Payment.

(f) All Guaranteed Minimum Payments shall be deducted from and credited toward the Revenue Share in each Revenue Sharing Cycle set forth below in Section (g).

(g) For the third through twenty-fifth Revenue Sharing Cycles, to the extent that the Revenue Share exceeds the Guaranteed Minimum Payment for each Revenue Sharing Cycle, the Tribe agrees, as further provided in Section (h), to pay a Revenue Share for that Revenue Sharing Cycle equal to the total amount calculated pursuant to this Section as follows:

(i) Ten percent (10%) 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 from each Revenue Sharing Cycle;

(ii) Twelve percent (12%) of all amounts between Two Billion and One Dollar (\$2,000,000,001) and Two and one half Billion Dollars (\$2,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games from each Revenue Sharing Cycle;

(iii) Fifteen percent (15%) of all amounts between Two and one half Billion and One Dollars (\$2,500,000,001) and Three Billion Dollars (\$3,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games from each Revenue Sharing Cycle;

(iv) Twenty percent (20%) of all amounts between Three Billion and One Dollar (\$3,000,000,001) and Four Billion Dollars (\$4,000,000,000) of Net Win received by the Tribe from the operation and play of Covered Games from each Revenue Sharing Cycle;

(v) Twenty-two and one half (22.5%) of all amounts between Four Billion and One Dollar (\$4,000,000,001) and Four and one half Billion Dollars (\$4,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games from each Revenue Sharing Cycle;

(vi) Twenty-five percent (25%) of all amounts over Four and one half Billion Dollars (\$4,500,000,000) of Net Win received by the Tribe from the operation and play of Covered Games from each Revenue Sharing Cycle.

(h) Monthly Payment

(i) On or before the fifteenth (15th) day of the month following the first month of the Revenue Sharing Cycle, the Tribe will remit to the State the greater amount of eight and one-third percent (8.3%) of the estimated annual Revenue Share or eight and one-third percent (8.3%) of the Guaranteed Minimum Payment ("the monthly payment").

(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) Each month the Tribe will internally "true up" the calculation of the estimated Revenue Share based on the Tribe's un-audited financial statements related to Covered Games.

(i) Payment Verification

(i) On or before the Forty-fifth (45th) day after the third month, sixth month, ninth month, and twelfth month of Revenue Sharing Cycles three through twenty-five (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 accuracy of the annual Revenue Share calculation.

(ii) For each quarter of these Revenue Sharing Cycles 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 to verify 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 monthly payment.