Dated: May 14, 2010.

Gordon Wissinger,

Acting Regional Director, Southeast Region.

[FR Doc. 2010-16248 Filed 7-2-10; 8:45 am]

BILLING CODE 4310-70-P

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

Walker River Basin Acquisition Program

AGENCY: Bureau of Reclamation, Interior.

ACTION: Notice of cancellation.

SUMMARY: The Bureau of Reclamation (Reclamation) is canceling work on the Environmental Impact Statement (EIS) for the Walker River Basin Acquisition Program (Acquisition Program). Reclamation has determined that the action of providing funds for the Acquisition Program as authorized in Public Laws 109–103 and 111–85 is not a Federal discretionary action. In addition, Reclamation does not have control over the expenditure of the funds by the Acquisition Program recipient and has therefore determined National Environmental Policy Act (NEPA) compliance is not necessary per 2008 Department of Interior regulations for implementing NEPA (43 Code of Federal Regulations [CFR] Part 46 Implementation of the NEPA of 1969). Reclamation included its decision that NEPA compliance is not required in the July 2009 Draft EIS and shared the decision at the August 2009 public hearings. In February 2010, Reclamation issued a Revised Draft EIS with incorporation of public comment for informational purposes only rather than a NEPA analysis. Additional comments were not solicited on this February 2010 Revised Draft EIS, and a Final EIS and Record of Decision (ROD) will not be prepared.

FOR FURTHER INFORMATION CONTACT: Mrs. Caryn Huntt DeCarlo, Lahontan Basin Area Office at 775–884–8352, or e-mail *chunttdecarlo@usbr.gov*.

SUPPLEMENTARY INFORMATION: Since 1882, diversions from the Walker River, primarily for irrigated agriculture, have resulted in a steadily declining surface elevation of Walker Lake with a current net decrease of 156 feet. The decrease has resulted in extremely poor water quality and deteriorated lake ecology. As a result, several Federal laws have been passed to address the lake's environmental conditions. Reclamation's role related to the Acquisition Program as authorized in two of those laws, Public Laws 109–103 and 111–85, is to provide funding to the University of Nevada (University) or the National Fish and Wildlife Foundation (NFWF) for their implementation of the Program. Both laws direct that the funds be used by the recipient to acquire from willing sellers land, water appurtenant to the land, and related interests in the Walker River Basin, Nevada. Acquired water rights would be transferred to provide water for environmental restoration of Walker Lake. NFWF and the University entered into an agreement in December 2009 where the University assigned all their rights, interests, and obligations for the Acquisition Program to NFWF. NFWF will be administering the Acquisition Program going forward.

Reclamation published a Notice of Intent to prepare an EIS on the Acquisition Program in the **Federal Register** on September 25, 2007 (72 FR 54456). Public scoping meetings on the EIS were held in October 2007 and meetings on the alternatives to be evaluated in the EIS were held in June 2008. Reclamation developed a No Action Alternative and three acquisition alternatives to analyze in the EIS. The objective of all acquisition alternatives (Purchase, Leasing and Efficiency) was to acquire sufficient water from willing sellers to increase average annual inflow to Walker Lake by 50,000 acre feet. Reclamation published a Notice of Availability of the Draft EIS on July 24, 2009 (74 FR 36737) and a notice to reopen the comment period for review of the Draft EIS on September 23, 2009 (74 FR 48596).

In 2008, DOI promulgated its regulations for implementing NEPA (43 Code of Federal Regulations [CFR] part 46 Implementation of the NEPA of 1969); the rule was finalized on November 14, 2008. Section 46.100(a) of these regulations state in part "If Federal funding is provided with no Federal agency control as to the expenditure of such funds by the recipient, NEPA compliance is not necessary." Reclamation evaluated its role for the Acquisition Program and determined the agency does not exercise control or responsibility over the Acquisition Program, is not approving the action, and does not have control over the expenditure of Federal funds by the recipient. Therefore, Reclamation determined that NEPA compliance is not required and a ROD will not be issued. This determination regarding NEPA compliance and why Reclamation would not be issuing a ROD was explained in the July 2009 Draft EIS and shared at the August 2009 EIS public hearings. Reclamation also shared that while the agency decided NEPA compliance was not required, there was value in soliciting public comments on the Draft EIS, responding to comments and incorporating as appropriate into the analysis. Reclamation stated at the time that a Final EIS would be completed for informational purposes, but later determined the title Revised Draft EIS was more appropriate since a ROD would not be issued.

In February 2010, Reclamation released a Revised Draft EIS that included responses to public comments on the July 2009 Draft EIS and incorporated appropriate changes to the analysis from public comment, new legislation, and data. The Revised Draft EIS was prepared for informational purposes rather than as a required NEPA analysis for Federal agency decision making. Additional comments on the Revised Draft EIS were not solicited and the document noted that a Final EIS and ROD would not be prepared and that the EIS would be formally cancelled via notice in the **Federal Register**.

Dated: June 28, 2010.

Pablo R. Arroyave,

Deputy Regional Director, Mid-Pacific Region.

[FR Doc. 2010-16300 Filed 7-2-10; 8:45 am]

BILLING CODE 4310-MN-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Class III Gaming Compact.

SUMMARY: This notice publishes the Approved Compact between the Seminole Tribe of Florida and the State of Florida.

DATES: *Effective Date:* July 6, 2010.

FOR FURTHER INFORMATION CONTACT: Paula Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA) Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal—State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The compact authorizes the Seminole Tribe to operate slot machines, raffles and drawing, and any new game that may be authorized

by Florida law for any person for any purpose, and banking or banked card games. The term of the compact is 20 years. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, is publishing notice that the Compact between the Seminole Tribe of Florida and the State of Florida is now in effect.

Dated: June 28, 2010.

Paul Tsosie,

Chief of Staff, Office of the Assistant Secretary—Indian Affairs.

[FR Doc. 2010-16213 Filed 7-2-10; 8:45 am]

BILLING CODE 4310-4N-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Class III Tribal-State Compact.

SUMMARY: This notice publishes approval of the Compact between the Shoshone-Paiute Tribes and the State of Nevada.

DATES: *Effective Date:* July 6, 2010.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219-4066.

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The duration of the compact is four years calculated from the date of commencement of gaming. The compact permits the Tribe to offer the full gamut of casino-style gaming authorized by the Nevada Gaming Commission and/or lawfully permitted to be played by the State.

Dated: June 28, 2010.

Paul Tsosie,

Chief of Staff, Office of the Assistant Secretary—Indian Affairs.

[FR Doc. 2010-16214 Filed 7-2-10; 8:45 am]

BILLING CODE 4310-4N-P

DEPARTMENT OF JUSTICE

Drug Enforcement Administration

[OMB Number 1117-0047]

Agency Information Collection Activities: Proposed Collection; Comments Requested: Application for Import Quota for Ephedrine, Pseudoephedrine, and Phenylpropanolamine

ACTION: 60-Day Notice of Information Collection Under Review.

The Department of Justice (DOJ), Drug Enforcement Administration (DEA), will be submitting the following information collection request to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995. The proposed information collection is published to obtain comments from the public and affected agencies. Comments are encouraged and will be accepted until September 7, 2010. This process is conducted in accordance with 5 CFR 1320.10.

If you have comments, especially on the estimated public burden or associated response time, suggestions, or need a copy of the proposed information collection instrument with instructions or additional information, please contact Mark W. Caverly, Chief, Liaison and Policy Section, Office of Diversion Control, Drug Enforcement Administration, 8701 Morrissette Drive, Springfield, VA 22152.

Written comments and suggestions from the public and affected agencies concerning the proposed collection of information are encouraged. Your comments should address one or more of the following four points:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;
- Evaluate the accuracy of the agencies estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- Enhance the quality, utility, and clarity of the information to be collected; and
- Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Overview of information collection 1117-0047:

(1) *Type of Information Collection:* Extension of a currently approved collection.

(2) *Title of the Form/Collection:* Application for Import Quota for Ephedrine, Pseudoephedrine, and Phenylpropanolamine.

(3) *Agency form number, if any, and the applicable component of the Department of Justice sponsoring the collection:* Form Number: DEA Form 488, Office of Diversion Control, Drug Enforcement Administration, Department of Justice.

(4) *Affected public who will be asked or required to respond, as well as a brief abstract:* Primary: Business or other for-profit.

Other: None.

Abstract: 21 U.S.C. 952 and 21 CFR 1315.34 require that persons who desire to import the List I chemicals ephedrine, pseudoephedrine, and phenylpropanolamine during the next calendar year shall apply on DEA Form 488 for import quota for such List I chemicals.

(5) *An estimate of the total number of respondents and the amount of time estimated for an average respondent to respond:* DEA estimates that fifty-seven (57) individual respondents will submit eighty (80) individual import quota applications. DEA estimates that each response will take one hour.

(6) *An estimate of the total public burden (in hours) associated with the collection:* DEA estimates that this collection will involve eighty (80) annual public burden hours.

If additional information is required contact: Lynn Bryant, Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Two Constitution Square, 145 N Street, NEW, Suite 2E-502, Washington, DC 20530.

Dated: June 30, 2010.

Lynn Bryant,

Department Clearance Officer, PRA, United States Department of Justice.

[FR Doc. 2010-16341 Filed 7-2-10; 8:45 am]

BILLING CODE 4410-09-P

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 "Gaming Compact Between the Seminole Tribe of Florida and the State of Florida."

Part II. RECITALS

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

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

C. The State 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 United States Congress, through the Indian Gaming Regulatory Act, has given states a role in the conduct of tribal gaming in accordance with negotiated tribal-state compacts.

E. Pursuant to the Seminole Tribe Amended Gaming Ordinance, adopted by Resolution No. C-195-06, and approved by the Chairman of the National Indian Gaming

Dated: May 14, 2010.

Gordon Wissinger,

Acting Regional Director, Southeast Region.

[FR Doc. 2010–16248 Filed 7–2–10; 8:45 am]

BILLING CODE 4310–70–P

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

Walker River Basin Acquisition Program

AGENCY: Bureau of Reclamation, Interior.

ACTION: Notice of cancellation.

SUMMARY: The Bureau of Reclamation (Reclamation) is canceling work on the Environmental Impact Statement (EIS) for the Walker River Basin Acquisition Program (Acquisition Program). Reclamation has determined that the action of providing funds for the Acquisition Program as authorized in Public Laws 109–103 and 111–85 is not a Federal discretionary action. In addition, Reclamation does not have control over the expenditure of the funds by the Acquisition Program recipient and has therefore determined National Environmental Policy Act (NEPA) compliance is not necessary per 2008 Department of Interior regulations for implementing NEPA (43 Code of Federal Regulations [CFR] Part 46 Implementation of the NEPA of 1969). Reclamation included its decision that NEPA compliance is not required in the July 2009 Draft EIS and shared the decision at the August 2009 public hearings. In February 2010, Reclamation issued a Revised Draft EIS with incorporation of public comment for informational purposes only rather than a NEPA analysis. Additional comments were not solicited on this February 2010 Revised Draft EIS, and a Final EIS and Record of Decision (ROD) will not be prepared.

FOR FURTHER INFORMATION CONTACT: Mrs. Caryn Huntt DeCarlo, Lahontan Basin Area Office at 775–884–8352, or e-mail *chunttdecarlo@usbr.gov*.

SUPPLEMENTARY INFORMATION: Since 1882, diversions from the Walker River, primarily for irrigated agriculture, have resulted in a steadily declining surface elevation of Walker Lake with a current net decrease of 156 feet. The decrease has resulted in extremely poor water quality and deteriorated lake ecology. As a result, several Federal laws have been passed to address the lake's environmental conditions. Reclamation's role related to the Acquisition Program as authorized in two of those laws, Public Laws 109–103 and 111–85, is to provide funding to the University of Nevada (University) or the National Fish and Wildlife Foundation (NFWF) for their implementation of the Program. Both laws direct that the funds be used by the recipient to acquire from willing sellers land, water appurtenant to the land, and related interests in the Walker River Basin, Nevada. Acquired water rights would be transferred to provide water for environmental restoration of Walker Lake. NFWF and the University entered into an agreement in December 2009 where the University assigned all their rights, interests, and obligations for the Acquisition Program to NFWF. NFWF will be administering the Acquisition Program going forward.

Reclamation published a Notice of Intent to prepare an EIS on the Acquisition Program in the **Federal Register** on September 25, 2007 (72 FR 54456). Public scoping meetings on the EIS were held in October 2007 and meetings on the alternatives to be evaluated in the EIS were held in June 2008. Reclamation developed a No Action Alternative and three acquisition alternatives to analyze in the EIS. The objective of all acquisition alternatives (Purchase, Leasing and Efficiency) was to acquire sufficient water from willing sellers to increase average annual inflow to Walker Lake by 50,000 acre feet. Reclamation published a Notice of Availability of the Draft EIS on July 24, 2009 (74 FR 36737) and a notice to reopen the comment period for review of the Draft EIS on September 23, 2009 (74 FR 48596).

In 2008, DOI promulgated its regulations for implementing NEPA (43 Code of Federal Regulations [CFR] part 46 Implementation of the NEPA of 1969); the rule was finalized on November 14, 2008. Section 46.100(a) of these regulations state in part "If Federal funding is provided with no Federal agency control as to the expenditure of such funds by the recipient, NEPA compliance is not necessary." Reclamation evaluated its role for the Acquisition Program and determined the agency does not exercise control or responsibility over the Acquisition Program, is not approving the action, and does not have control over the expenditure of Federal funds by the recipient. Therefore, Reclamation determined that NEPA compliance is not required and a ROD will not be issued. This determination regarding NEPA compliance and why Reclamation would not be issuing a ROD was explained in the July 2009 Draft EIS and shared at the August 2009 EIS public hearings. Reclamation also shared that while the agency decided NEPA compliance was not required, there was value in soliciting public comments on the Draft EIS, responding to comments and incorporating as appropriate into the analysis. Reclamation stated at the time that a Final EIS would be completed for informational purposes, but later determined the title Revised Draft EIS was more appropriate since a ROD would not be issued.

In February 2010, Reclamation released a Revised Draft EIS that included responses to public comments on the July 2009 Draft EIS and incorporated appropriate changes to the analysis from public comment, new legislation, and data. The Revised Draft EIS was prepared for informational purposes rather than as a required NEPA analysis for Federal agency decision making. Additional comments on the Revised Draft EIS were not solicited and the document noted that a Final EIS and ROD would not be prepared and that the EIS would be formally cancelled via notice in the **Federal Register**.

Dated: June 28, 2010.

Pablo R. Arroyave,

Deputy Regional Director, Mid-Pacific Region.

[FR Doc. 2010–16300 Filed 7–2–10; 8:45 am]

BILLING CODE 4310–MN–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Class III Gaming Compact.

SUMMARY: This notice publishes the Approved Compact between the Seminole Tribe of Florida and the State of Florida.

DATES: *Effective Date:* July 6, 2010.

FOR FURTHER INFORMATION CONTACT: Paula Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA) Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal—State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The compact authorizes the Seminole Tribe to operate slot machines, raffles and drawing, and any new game that may be authorized

by Florida law for any person for any purpose, and banking or banked card games. The term of the compact is 20 years. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, is publishing notice that the Compact between the Seminole Tribe of Florida and the State of Florida is now in effect.

Dated: June 28, 2010.

Paul Tsosie,

Chief of Staff, Office of the Assistant Secretary—Indian Affairs.

[FR Doc. 2010–16213 Filed 7–2–10; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Class III Tribal-State Compact.

SUMMARY: This notice publishes approval of the Compact between the Shoshone-Paiute Tribes and the State of Nevada.

DATES: *Effective Date:* July 6, 2010.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The duration of the compact is four years calculated from the date of commencement of gaming. The compact permits the Tribe to offer the full gamut of casino-style gaming authorized by the Nevada Gaming Commission and/or lawfully permitted to be played by the State.

Dated: June 28, 2010.

Paul Tsosie,

Chief of Staff, Office of the Assistant Secretary—Indian Affairs.

[FR Doc. 2010–16214 Filed 7–2–10; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF JUSTICE

Drug Enforcement Administration

[OMB Number 1117–0047]

Agency Information Collection Activities: Proposed Collection; Comments Requested: Application for Import Quota for Ephedrine, Pseudoephedrine, and Phenylpropanolamine

ACTION: 60-Day Notice of Information Collection Under Review.

The Department of Justice (DOJ), Drug Enforcement Administration (DEA), will be submitting the following information collection request to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995. The proposed information collection is published to obtain comments from the public and affected agencies. Comments are encouraged and will be accepted until September 7, 2010. This process is conducted in accordance with 5 CFR 1320.10.

If you have comments, especially on the estimated public burden or associated response time, suggestions, or need a copy of the proposed information collection instrument with instructions or additional information, please contact Mark W. Caverly, Chief, Liaison and Policy Section, Office of Diversion Control, Drug Enforcement Administration, 8701 Morrissette Drive, Springfield, VA 22152.

Written comments and suggestions from the public and affected agencies concerning the proposed collection of information are encouraged. Your comments should address one or more of the following four points:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;
- Evaluate the accuracy of the agencies estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- Enhance the quality, utility, and clarity of the information to be collected; and
- Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Overview of information collection 1117–0047:

(1) *Type of Information Collection:* Extension of a currently approved collection.

(2) *Title of the Form/Collection:* Application for Import Quota for Ephedrine, Pseudoephedrine, and Phenylpropanolamine.

(3) *Agency form number, if any, and the applicable component of the Department of Justice sponsoring the collection:* Form Number: DEA Form 488, Office of Diversion Control, Drug Enforcement Administration, Department of Justice.

(4) *Affected public who will be asked or required to respond, as well as a brief abstract:* Primary: Business or other for-profit.

Other: None.

Abstract: 21 U.S.C. 952 and 21 CFR 1315.34 require that persons who desire to import the List I chemicals ephedrine, pseudoephedrine, and phenylpropanolamine during the next calendar year shall apply on DEA Form 488 for import quota for such List I chemicals.

(5) *An estimate of the total number of respondents and the amount of time estimated for an average respondent to respond:* DEA estimates that fifty-seven (57) individual respondents will submit eighty (80) individual import quota applications. DEA estimates that each response will take one hour.

(6) *An estimate of the total public burden (in hours) associated with the collection:* DEA estimates that this collection will involve eighty (80) annual public burden hours.

If additional information is required contact: Lynn Bryant, Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Two Constitution Square, 145 N Street, NEW, Suite 2E–502. Washington, DC 20530.

Dated: June 30, 2010.

Lynn Bryant,

Department Clearance Officer, PRA, United States Department of Justice.

[FR Doc. 2010–16341 Filed 7–2–10; 8:45 am]

BILLING CODE 4410–09–P

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 "Gaming Compact Between the Seminole Tribe of Florida and the State of Florida."

Part II. RECITALS

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

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

C. The State 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 United States Congress, through the Indian Gaming Regulatory Act, has given states a role in the conduct of tribal gaming in accordance with negotiated tribal-state compacts.

E. Pursuant to the Seminole Tribe Amended Gaming Ordinance, adopted by Resolution No. C-195-06, and approved by the Chairman of the National Indian Gaming

Commission on July 10, 2006, 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. This Compact is the only gaming compact between the Tribe and the State.

G. It is in the best interests of the Seminole Tribe of Florida and the State of Florida for the State to enter into a compact with the Tribe that recognizes the Tribe's right to offer certain Class III gaming and provides substantial exclusivity of such activities in conjunction with a reasonable revenue sharing arrangement between the Tribe and the State that will entitle the State to significant revenue participation.

Part III. DEFINITIONS

As used in this Compact:

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

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, Florida 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); provided, that the Tribe shall not offer such games at its Brighton or Big Cypress Facilities unless and until the State of Florida permits any other person, organization or entity to offer such games.

3. Raffles and drawings.

4. Any new game authorized by Florida law for any person for any purpose, except for banked card games authorized for any other federally recognized tribe pursuant to Indian Gaming Regulatory Act, provided that the tribe has land in federal trust in the State as of February 1, 2010.

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 Machine" means a card minding device, which may only be used in connection with a bingo game, as defined in section 849.0931(1)(a), Florida Statutes, which is certified in advance by an independent testing laboratory approved by the Division of Pari-Mutuel Wagering as a bingo aid device that meets all of the following requirements:

1. The device must aid a bingo game player by (1) storing in the memory of the device not more than three (3) bingo faces of tangible bingo cards, as defined by section 849.0931(1)(b), Florida Statutes, purchased by a player; (2) comparing the numbers drawn and then individually entered into the device by the player to the bingo faces previously stored in the memory of the device and (3) identifying

preannounced winning bingo patterns marked or covered on the stored bingo faces.

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

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

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

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

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

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

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

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

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

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

L. "Guaranteed Minimum Compact Term Payment" means a minimum total payment for the first five (5) years of this Compact of One Billion Dollars ($1,000,000,000) which shall include all Revenue Share Payments for the first five (5) years of this Compact.

M. "Guaranteed Minimum Revenue Sharing Cycle Payment" means a payment of One Hundred Fifty Million Dollars ($150,000,000) in each of the two (2) years in the Initial Period and a minimum payment of Two Hundred Thirty-Three Million Dollars ($233,000,000) for each of the first (1st) and second (2nd) Revenue Sharing Cycles and Two Hundred Thirty-Four Million Dollars ($234,000,000) for the third (3rd) Revenue Sharing Cycle that the Tribe agrees to make to the State as provided by Part XI of the Compact.

N. "Historic Racing Machine" mean an individual historic race terminal linked to a central server as part of a network-based video game, where the terminals allow pari-mutuel wagering by players on the results of previously conducted horse 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 all of 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. One (1) or more of the following three (3) bet types must be offered on all Historic Racing Machines: Win-Place-Show, Quinella, or Tri-Fecta.

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

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

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

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

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

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

10. No video or mechanical reel displays are permitted.

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

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

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

O. "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.

P. "Indian Lands" means the lands defined in 25 U.S.C. s. 2703(4).

Q. "Initial Period" means the first twenty-four (24) calendar months of the Compact commencing on the Effective Date.

R. "Lottery Vending Machine" means any of the following three (3) types of machines:

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

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

3. A machine to dispense a paper lottery ticket with numbers selected by the player or randomly by the machine. The machine does not reveal the winning numbers and the winning numbers are selected at a subsequent time and different location through a drawing by the Florida Lottery. The machine, or any machine or device linked to the machine, may not include or make use of video reels or mechanical reels or other video depictions of slot machine or casino game themes or titles for game play. The machine may not be used to redeem a winning ticket.

This does not preclude the use of casino game themes or titles for signage or advertising displays on the machine.

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

T. "Net Revenue Base" means the Net Win for the twelve (12) month period immediately preceding the offering of, for public or private use, Class III or other casino-style gaming at any of the licensed pari-mutuel facilities in Broward and Miami-Dade Counties, except that if the commencement of such new gaming is made during the Initial Period, "Net Revenue Base" means Net Win for the twelve (12) month period immediately preceding this Compact.

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

V. "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 reels or mechanical reels or other slot machine or casino game themes or titles.

W. "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.

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

Y. "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 twenty-fifth (25^{th}) month after the Effective Date.

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

AA. "State" means the State of Florida.

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

CC. "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 Indian Gaming Regulatory Act, in accordance with the provisions of this Compact. Except as otherwise provided in this Compact, nothing 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. Except for the provisions in Part XI, Section A, nothing in this Compact shall limit the Tribe's right to operate any game that is Class II under the Indian Gaming Regulatory Act.

B. The Tribe is authorized to conduct Covered Games under this Compact at only the following seven (7) existing Facilities, which may be expanded or replaced as provided for in Part IV, Section C below, on Indian Lands:

Seminole Indian Casino - Brighton
Okeechobee, FL

Seminole Indian Casino - Coconut Creek
Coconut Creek, FL

Seminole Indian Casino - Hollywood
Hollywood, FL

Seminole Indian Casino - Immokalee
Immokalee, FL

Seminole Indian Casino - Big Cypress
Clewiston, FL

Seminole Hard Rock Hotel & Casino - Hollywood
Hollywood, FL

Seminole Hard Rock Hotel & Casino - Tampa
Tampa, FL

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

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, VI, VII and VIII 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 Documents in compliance with the requirements set forth in the Tribe's Record Retention Policies and Procedures.

D. Compulsive Gambling.

The Tribe will continue and maintain its program to combat problem gambling and curtail compulsive gambling and work with the Florida Council on Compulsive

Gambling or other organizations dedicated to assisting problem gamblers. The Tribe will continue to maintain the following safeguards against problem gambling.

1. The Tribe will provide a comprehensive training and education program designed in cooperation with the Florida Council on Compulsive Gambling or other organization dedicated to assisting problem gamblers to every new 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 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 the Seminole Tribal Gaming Code.

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

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

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

F. Summaries of the rules for playing Covered Games and promotional contests shall be visibly displayed in the Facilities. Complete sets of rules shall be available in the Facilities upon request. Copies of all such 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 otherwise permitted by State law.

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

K. The Commission shall keep a record of, and shall report at least quarterly to the SCA, the number of Covered Games in each Facility, by the name or type of each and 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 within ten (10) business days: 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 the Seminole Tribal Gaming Code.

B. Tort claims by employees of the Tribe's Facilities will be handled pursuant to the provisions of the Tribe's Workers' Compensation Ordinance, which shall provide workers the same or better protections as set forth in the State of 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, as set forth in the Employee Fair Treatment and Dispute Resolution Policy.

D. Tort remedies for Patrons.

1. A Patron who claims to have been injured after the Effective Date at one of the Tribe's Facilities 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.

2. The Tribe shall have thirty (30) days to respond to a claim made by a Patron. If the Tribe fails to respond within thirty (30) days, the Patron may file suit against the Tribe. 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. The form must include the address for the Tribe's Risk Management

Department and provide notice of the Tribe's administrative procedures for addressing Patron tort claims, including notice of the relevant deadlines that may bar such claims if the Tribe's administrative procedures are not followed. It is the Patron's responsibility to complete the 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. Nothing herein shall interfere with any claim a Patron might have arising under the Federal Tort Claim Act.

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 Tribe and the insurance carrier are not able to resolve the claim in good faith within one (1) year after the Patron provided written notice to the Tribe's Risk Management Department or the Facility, the Patron may bring a tort claim against the Tribe in any court of competent jurisdiction in the county in which the incident alleged to have caused injury occurred, as provided in this Compact, and subject to a four (4) year statute of limitations, which shall begin to run from the date of the incident of the alleged claimed injury. A Patron's notice of injury to the Tribe pursuant to Section D.1. of this Part and the fulfillment of the good faith

attempt at resolution pursuant to Sections D.2. and 4. of this Part are conditions precedent to filing suit.

5. For tort claims of Patrons made pursuant to Section D. of this Part, 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 sections 768.28(1) and (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 compensatory damages, costs, pre-judgment interest, 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, any Tribal officials, employees, servants, or agents in their official capacities and any entity which is owned, directly or indirectly by the Tribe. All Patron tort claims brought pursuant to this provision shall be brought solely against the Tribe, as the sole party in interest.

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, including where the Patron must submit the form, that the process is the exclusive method for asserting a tort claim arising under this section against the Tribe, that the Tribe and its insurance carrier

have one (1) year from the date the Patron gives notice of the claim to resolve the matter and after that time the Patron may file suit in a court of competent jurisdiction, that the exhaustion of the process is a pre-requisite to filing a claim in state court, and that claims which fail to follow this process 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 to which the State of Florida has waived sovereign immunity as set forth in section 768.28(5), Florida Statutes, or its successor statute.

(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 claims for compensation 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:

   (a) The Seminole Tribal Gaming Code;

   (b) All rules, regulations, procedures, specifications, and standards lawfully adopted by the National Indian Gaming Commission and the Commission; and

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

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; and

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

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

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

B. A copy of the audit report for the conduct of Covered Games shall be submitted to the Commission and the SCA within thirty (30) calendar days of completion. Representatives of the SCA may, upon request, meet with the Tribe and its auditors to discuss the audit or any matters in connection therewith; provided, such discussions are limited to Covered Games information. The annual independent audit shall be performed by an independent firm, with experience in auditing casino operations, selected by the State, subject to the consent of the Tribe, which shall not be unreasonably withheld. The Tribe shall pay the auditing firm for the costs of the annual independent audit.

C. As provided herein, the SCA may monitor the conduct of Covered Games to ensure that the Covered Games are conducted in compliance with 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 review whether the Tribe's Facilities are in compliance with the provisions of this Compact and the Tribe's rules and regulations applicable to Covered Games and may advise on such issues as it deems appropriate. In the event of a dispute or disagreement between Tribal and SCA regulators, the dispute or disagreement shall be resolved in accordance with the dispute resolution provisions of Part XIII of this Compact.

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

3. (a) The SCA may inspect any Covered Games in operation at the Facilities on a random basis. Such inspections shall not exceed one (1) inspection per Facility per calendar month and each inspection shall be limited to not more than ten (10) hours spread over two (2) consecutive days. The SCA may conduct inspections of more than ten (10) hours spread over those two (2) consecutive days, if the SCA determines that additional inspection hours are needed to address the issues of substantial non-compliance, provided that the SCA provides the Tribe with written notification of the need for additional inspection hours and provides the Tribe with a written summary of the substantial non-compliance issues that need to be addressed during the additional inspection hours. There is an annual limit of One Thousand Two Hundred (1,200) hours for all random inspections and audit reviews. Inspection hours shall be calculated on the basis of the actual amount of time spent by the SCA conducting the inspections at a Facility without a multiple for the number of SCA inspectors or agents engaged in the inspection activities. The purpose of the random inspections is to confirm that the Covered Games operate and play properly pursuant to the manufacturer's technical standards and are conducted in compliance with the Tribe's Internal Control Policies and Procedures and any other standards, policies or

procedures adopted by the Tribe, the Commission or the National Indian Gaming Commission which govern the play of Covered Games. The SCA shall provide notice to the Commission of such inspection at or prior to the commencement of the random inspections, and a Commission agent may accompany the inspection.

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

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

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

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

6. Before the SCA agents enter any nonpublic area of a Facility, they shall provide one (1) hour 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 one (1) hour by the SCA to the Commission is required to assure that a Commission officer is available to accompany the SCA agents at all times.

7. 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.

D. 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.

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

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

Part IX. JURISDICTION

The obligations and rights of the State and the Tribe under this Compact are contractual in nature, and are to be construed in accordance with the laws of the State of Florida. 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 Indian Gaming Regulatory Act, 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. ("Payments"). 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 Revenue Share 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 Florida Legislature. Of the amounts paid by the Tribe to the State, 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, the Tribe agrees to pay the State a Revenue Share Payment in the amount of Twelve Million Five Hundred

Thousand Dollars ($12,500,000) per month through the end of Initial Period.

(b) Commencing with the first (1st) Revenue Sharing Cycle after the Initial Period, the Tribe agrees to pay for each Revenue Sharing Cycle a Revenue Share Payment to the State equal to the amount calculated in accordance with subsections (i) through (vi) below (the "Percentage Revenue Share Amount"). For the first (1st), second (2nd) and third (3rd) Revenue Sharing Cycles, the Tribe agrees to pay the greater of the (1) Percentage Revenue Share Amount or (2) the Guaranteed Minimum Revenue Sharing Cycle Payment for each such Revenue Sharing Cycle.

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

(ii) Fifteen percent (15%) of all amounts greater than Two Billion Dollars ($2,000,000,000) up to and including Three Billion Dollars ($3,00,000,000) of Net Win received by the Tribe from the operation and play of Covered Games during each Revenue Sharing Cycle;

(iii) Seventeen and one half percent (17.5%) of all amounts greater than Three Billion Dollars ($3,000,000,000) up to and including Three Billion Five Hundred Million Dollars ($3,500,000,000) of Net Win received by the Tribe from the

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

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

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

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

(c) Monthly Payment

(i) On or before the fifteenth (15^{th}) day of the month following each month of the Initial Period or a Revenue Sharing Cycle, the Tribe will remit to the State or its assignee the Monthly Payment. For purposes of this Section, the Monthly Payment shall be eight and one-third percent (8.3%) of the estimated Revenue Share

Payment to be paid by the Tribe during such Revenue Sharing Cycle.

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

(iii) 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 after the Initial Period

(i) On or before the forty-fifth (45^{th}) day after the third (3^{rd}) month, sixth (6^{th}) month, ninth (9^{th}) month, and twelfth (12^{th}) 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 after the Initial Period, 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, after the Initial Period, the Tribe agrees to engage its independent auditors to conduct a review of the un-audited net revenue from Covered Games. On or before the one hundred twentieth (120^{th}) day after the end of the Tribe's fiscal year, the Tribe agrees to require its independent auditors to provide an audit report with respect to Net Win for Covered Games and the related payment of the annual Revenue Share to the SCA for State review. During the

Initial Period the Tribe will provide the State with annual audited revenue figures.

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

(iv) No later than thirty (30) calendar days after the day the audit report is issued, the Tribe will remit to the State any underpayment of the annual Revenue Share, 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. Guaranteed Minimum Compact Term Payment. If, at the conclusion of each Revenue Sharing Cycle, the independent audit reports provided for in subsection B.1. (d) of this Part show that the total amount paid by the Tribe to the State is less than the Guaranteed Minimum Revenue Sharing Cycle Payment, then the Tribe shall, within forty-five (45) days after receipt of the independent audit report, remit to the State the difference between the amount paid for that Revenue Sharing Cycle and the Guaranteed Minimum Revenue Sharing Cycle Payment.

3. If, after any change in State law to affirmatively allow internet/on-line gaming (or any functionally equivalent remote gaming system that permits a person to game from home or any other location that is remote from a casino or other commercial gaming facility), the Tribe's Net Win from the operation of Covered Games at all of its Facilities combined drops more than five percent (5%) below its Net Win from the previous twelve (12) month period (Revenue Level A), the Tribe shall no longer be required to make payments to the State based on the Guaranteed Minimum Revenue Sharing Cycle and shall not be required to make the Guaranteed Minimum Compact Term Payment. However, the Tribe shall continue to make payments based on the Percentage Revenue Share Amount. The Tribe shall resume making the Guaranteed Minimum Revenue Sharing Cycle Payment for any subsequent Revenue Sharing Cycle in which its Net Win rises above Revenue Level A. This Subsection does not apply if: (a) the decline in Net Win is due to 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 of Facilities; or (b) the Tribe offers internet/on-line gaming (or any functionally equivalent remote gaming system that permits a person to game from home or any other location that is remote from any of the Tribe's Facilities), as authorized by law.

C. The Annual Oversight Assessment, which shall not exceed Two Hundred Fifty Thousand Dollars ($250,000) per year, indexed for inflation as determined by the Consumer Price Index, shall be determined and paid in quarterly installments within thirty (30) calendar days of receipt by the Tribe of an invoice from the SCA. The Tribe reserves the right to audit the invoices on an annual basis, a copy of which will be provided to the SCA, and any discrepancies found therein shall be reconciled within forty-five (45) calendar days of receipt of the audit by the SCA.

D. The Tribe shall make an annual donation to the Florida Council on Compulsive Gaming as an assignee of the State in an amount not less than Two-Hundred Fifty Thousand Dollars ($250,000.00) per Facility.

E. In recognition of the fact that the Tribe has been and is currently conducting Class III gaming with substantial exclusivity prior to the Effective Date of this Compact, the Tribe agrees to continue to pay the State Twelve Million Five Hundred Thousand Dollars ($12,500,000) on or before the fifteenth (15^{th}) day of the month following each month that the Tribe conducts Class III gaming prior to the Effective Date of this Compact.

F. On the Effective Date of this Compact, any moneys remitted by the Tribe before the Effective Date of this Compact shall be released to the State without further obligation or encumbrance.

G. 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 February 1, 2010, Florida law is amended by action of the Florida Legislature or an amendment to the Florida Constitution to allow (1) the operation of Class III gaming or other casino-style gaming at any location under the jurisdiction of the State that was not in operation as of February 1, 2010, or (2) new forms of Class III gaming or other casino-style gaming that were not in operation as of February 1, 2010, the Payments due to the State pursuant to Part XI, Sections B. and D. of this Compact shall cease when the newly authorized gaming begins to be offered for public or private use. The cessation of payments due to the State pursuant to Part XI, Sections B. and D. of this Compact shall continue until such gaming is no longer operated, in which event the Payments shall resume. If the expansion of new Class III gaming or other casino-style gaming is implemented as a result of a court decision or administrative ruling or decision without specific authorization by the Florida Legislature after February 1, 2010, and the newly authorized gaming begins to be offered for public or private use as a result of such decision, then the Tribe shall make its Payments due to the State pursuant to Part XI, Sections B. and D. of this Compact into an escrow account to provide the Florida Legislature with the opportunity to pass legislation to reverse such decision or ruling. However, if the Florida Legislature fails to act or if such expanded gaming is not illegal after action by the Florida Legislature within twelve (12) months after the

commencement of such expanded gaming or by the end of the next session of the Florida Legislature, whichever is earlier, then all funds in the escrow account shall be returned to the Tribe and all further Payments due to the State pursuant to Part XI, Sections B. and D. of this Compact shall cease or be reduced as provided in Part XII, Section B. until such gaming is no longer operated, in which event the Payments shall resume.

For purposes of this provision, Class III gaming or other casino-style gaming includes, but is not limited to, the following: slot machines, electronically-assisted bingo or electronically-assisted pull-tab games, table games, and video lottery terminals (VLTs) or any similar games, whether or not such games are determined through the use of a random number generator.

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 Indian Gaming Regulatory Act, provided that the tribe has land in federal trust in the State as of February 1, 2010.

2. The operation of slot machines, which does not include any game played with tangible playing cards, at each of the four (4) currently operating licensed pari-mutuel facilities in Broward County and the four (4) currently operating licensed pari-mutuel facilities in Miami-Dade County, whether or not currently operating slot machines, provided that such licenses are not transferred or otherwise used to move or operate such slot machines at any other location.

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 Class III or other casino-style gaming at any of the presently operating licensed pari-mutuel facilities in Broward and Miami-Dade Counties, the Tribe may be entitled to a reduction in the Revenue Sharing Payment as described in Part XII, Section B. 3.(b).

(b) If the Tribe's annual Net Win from its Facilities located in Broward County for the twelve (12) month period after the gaming specified in Part XII, subsection 3.(a) begins to be offered for public or private use is less than the Net Revenue Base, the Revenue Share Payments due to the State, pursuant to Part XI, Section B. 1.(b) 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 fifty percent (50%) of that reduction in annual Net Win from its facilities in Broward County. This paragraph does not apply if the decline in Net Win is due to acts of God, war, terrorism, fires, floods, or accidents causing damage to or destruction of one or more of its Facilities or property necessary to operate the Facility or Facilities.

(c) If the Tribe's annual Net Win from its Facilities located in Broward County subsequently equals or exceeds the Net Revenue Base, then the Tribe's payments due to the State, pursuant to Part XI, Section B.1.(b) of this Compact 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 by action of the Florida Legislature or an amendment to the Florida Constitution to allow the play of Class III gaming or other casino-style gaming, as defined in Part XII, Section A., at any location 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, other than those facilities set forth in Part XII, Sections B.2. and B.3., and such games were not in play as of February 1, 2010, and such gaming begins to be offered for public or private use, the Payments due the State pursuant to Part XI, Section B.1.(b) 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 Three Hundred Fifty (350) Historic Racing Machines, connected to a central server at that facility, and Electronic Bingo Machines, both as defined in Part III, at each pari-mutuel facility licensed as of February 1, 2010, and not located in either Broward County or Miami-Dade County.

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

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

8. The operation by the Florida Department of Lottery of those types of lottery games authorized under chapter 24, Florida Statutes, on February 1, 2010, but not including (i) any player-activated or operated machine or device other than a Lottery Vending Machine or (ii) any banked or banking card or table game. However, not more than ten (10) Lottery Vending Machines may be installed at any facility or location and no Lottery Vending Machine that dispenses electronic instant tickets may be installed at any licensed pari-mutuel facility.

9. The operation of games authorized by chapter 849, Florida Statutes, on February 1, 2010.

Except for gaming activities covered by Part XII, Sections B.1., 2., 5., 6., 7., 8., and 9., any operation of expanded gaming as provided in Part XII, Section A. authorized by the State shall relieve the Tribe of its obligations to make both the Guaranteed Minimum Compact Term Payment and the Guaranteed Minimum Revenue Sharing Cycle Payment.

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

C. If the parties are unable to resolve a dispute through the process specified in Sections A. and B. of this Part, either party can call for mediation under the Commercial Mediation Procedures of the American Arbitration Association (AAA) or any such successor procedures, provided that such mediation does not last more than sixty (60) calendar days, 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 a United States District Court ("federal court") having venue regarding any dispute arising under this Compact. If the federal court declines to exercise jurisdiction, or federal precedent exists that holds that the federal court would not have jurisdiction over such a dispute, either party may bring the action in the appropriate court of the Seventeenth Judicial Circuit in Broward County, Florida. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.

D. For purposes of actions based on disputes between the State and the Tribe that arise under this Compact and the enforcement of any judgment resulting therefrom, the 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:

(1) the dispute is limited solely to issues arising under this Compact;

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

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

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

E. The State 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 F., 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 gaming under state jurisdiction is expanded.

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

In the event that a subsequent change in the Indian Gaming Regulatory Act, or to an implementing regulation thereof, mandates retroactive application without the respective consent of the State or Tribe, the parties agree that this Compact is voidable by either party if the subsequent change materially alters the provisions in the Compact relating to the play of Covered Games, revenue sharing payments, suspension or reduction of payments, or exclusivity.

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 certified mail, return receipt requested, commercial overnight courier service, or 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

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

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

Part XVI. EFFECTIVE DATE AND TERM

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

B. This Compact shall have a term of twenty (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; provided, however, that the authorization for the Tribe to conduct banking or banked card games as defined in Part III, Section F(2) shall terminate on the last day of the sixtieth (60^{th}) month after this Compact becomes effective unless the authorization to conduct such games is renewed by the parties or the State permits any other person, organization or entity, except for any other federally recognized tribe pursuant to Indian Gaming Regulatory Act, provided that the tribe has land in federal trust in the State as of February 1, 2010, to conduct such games. In the event that the Tribe's authorization to conduct banking or banked card games terminates, 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. Such Payments remain subject to the provisions of Part XII.

C. The Tribe's authorization to offer banked or banking card games shall automatically terminate five (5) years from the Effective Date unless renewed by affirmative act of the Florida Legislature. In the event that the authorization to offer banked and banking card games is terminated, the Tribe shall have ninety (90) days to

close such games after which the State shall be entitled to seek immediate injunctive relief in any court of competent jurisdiction. The Tribe expressly waives its right to assert sovereign immunity in such action for immediate injunctive relief.

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)(8).

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 the provisions of this Compact and the U.S. Secretary of the Interior approves such compact, either by publication of the notice of approval in the Federal Register or by operation of law under 25 U.S.C. s. 2710(d)(8), upon tribal notice to the State and the 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 or Facilities, the Tribe's obligation to pay the Guaranteed Minimum Revenue Share Cycle Payment described in Part XI shall be reduced pro rata to reflect the percentage of the total Net Win lost to the Tribe from the impacted Facility or Facilities and 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 or Facilities. 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;

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

4. Designate a non-smoking area for gaming within all of its Facilities within five (5) years after the Effective Date of the Compact.

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

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

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

employment, promotion, seniority, lay-offs, or retention to members of the Tribe and other federally recognized tribes.

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

Part XIX. EXECUTION

The Governor of the State of Florida affirms that he has authority to act for the State in this matter and that after approval by the Florida Legislature, no further action by the State or any State official is necessary for this Compact to take effect upon federal approval by action of the Secretary of the Interior or by operation of law under 25 U.S.C. s. 2710(d)(8) by 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: 4/7, 2010

Seminole Tribe of Florida

Mitchell Cypress
Chairman of the Tribal Council

Date: 4/7, 2010

FOR Assistant Secretary-Indian Affairs

Date: 6-24-10

RE: NEW GAMING COMPACT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE STATE OF FLORIDA; LIMITED WAIVER OF SOVEREIGN IMMUNITY

SEMINOLE TRIBE OF FLORIDA
HOLLYWOOD, FLORIDA

RESOLUTION NO. C-194-10

WHEREAS, the Seminole Tribe of Florida is an organized Indian Tribe as defined in Section 16 of the Act of June 18, 1934, as amended; and

WHEREAS, the Tribal Council of the Seminole Tribe of Florida is the governing body of the Seminole Tribe of Florida; and

WHEREAS, the Indian Gaming Regulatory Act, 25 U.S.C. § 2710, authorizes an Indian tribe to conduct Class III gaming on lands over which the tribe has jurisdiction by taking certain steps, one of which is entry into a compact with a state for class III gaming when a "state permits such gaming for any purpose by any person, organization, or entity,"; and

WHEREAS, it is in the best interests of the Seminole Tribe of Florida and the State of Florida for the State to enter into a new gaming compact with the Tribe that recognizes the Tribe's right to offer certain Class III gaming and provides substantial exclusivity of such activities in conjunction with a reasonable revenue sharing arrangement between the Tribe and the State that will entitle the State to significant revenue participation; and

WHEREAS, this new gaming compact would replace the original gaming compact approved by Tribal Council Resolution No. C-046-08, Gaming Compact Between the Seminole Tribe of Florida and the State of Florida, on November 14, 2007, which went into effect on January 7, 2008, having been approved by the Secretary of the Interior by operation of law and published in the Federal Register pursuant to 25 U.S.C. § 2710(d)(8)(C) and the revised gaming compact approved by Tribal Council Resolution No. C-349-09, Revised Gaming Compact Between the Seminole Tribe of Florida and the State of Florida; Limited Waiver of Sovereign Immunity that never went into effect; and

WHEREAS, the original gaming compact would remain in effect until the new gaming compact is signed by the Tribe and the State, ratified by the Florida Legislature, approved by the Secretary of the Interior, published in the Federal Register and is no longer subject to legal challenge; and

WHEREAS, the Tribe, the Governor and the Legislature of the State of Florida have negotiated the terms and conditions of a new gaming compact for the conduct of class III gaming on Tribal lands of the Seminole Tribe of Florida that provides a regulatory framework for the operation of certain class III gaming which is intended to (a) ensure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted with respect to such gaming activities; and (c) protect the public health, welfare and safety, a copy of which new gaming compact is attached hereto, marked Exhibit "A," and by this reference is incorporated herein; and

RE: NEW GAMING COMPACT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE STATE OF FLORIDA; LIMITED WAIVER OF SOVEREIGN IMMUNITY

RESOLUTION NO. C-194-10

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WHEREAS, the Tribal Council of the Seminole Tribe of Florida, having reviewed the new gaming compact for the conduct of Class III gaming on Tribal lands of the Seminole Tribe of Florida, is otherwise fully advised.

NOW THEREFORE BE IT RESOLVED: the Tribal Council of the Seminole Tribe of Florida hereby approves the new gaming compact for the conduct of Class III gaming on Tribal lands of the Seminole Tribe of Florida; and

BE IT FURTHER RESOLVED: that the Chairman of the Tribal Council is hereby authorized and directed to execute, as attested to by the Secretary of the Tribe, the new gaming compact with the State of Florida for the conduct of Class III gaming on Tribal lands of the Seminole Tribe of Florida; and

BE IT FURTHER RESOLVED: that the Treasurer of the Seminole Tribe of Florida is hereby authorized and directed to expend the necessary Tribal Council funds to pay the revenue share and annual oversight assessment to the State of Florida and the cost of the annual independent audit as described in the new gaming compact; and

BE IT FURTHER RESOLVED: that the Tribal Council of the Seminole Tribe of Florida hereby expressly and unequivocally waives the sovereign immunity of the Seminole Tribe of Florida for the limited purpose of enforcing and/or resolving disputes arising under the new gaming compact, as specifically limited and set forth in Part VI, Part XIII and Part XVI in the new gaming compact and as authorized by this Tribal Council Resolution; all in accordance with the provisions set forth in Ordinance No. C-01-95 enacted by the Tribal Council of the Seminole Tribe of Florida, and consents on behalf of the Seminole Tribe of Florida to the jurisdiction of the federal and state courts having trial and appellate jurisdiction thereover as described in the new gaming compact; and

BE IT FURTHER RESOLVED: that the Chairman of the Tribal Council is hereby authorized and directed to assure the Governor's submission of the executed new gaming compact to the Florida Legislature for ratification, and, upon ratification, to submit the new gaming compact to the Secretary of the Interior for approval and publication in the Federal Register; and

RE: NEW GAMING COMPACT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND THE STATE OF FLORIDA; LIMITED WAIVER OF SOVEREIGN IMMUNITY

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BE IT FURTHER RESOLVED: that this resolution is hereby adopted after motion duly made by Max B. Osceola, Jr., seconded by David R. Cypress, and a roll call vote as follows:

Chairman Mitchell Cypress.....AYE
Vice-Chairman Richard Bowers.....AYE
Council Representative David R. Cypress.....AYE
Council Representative Andrew J. Bowers, Jr. .....ABSENT
Council Representative Max B. Osceola, Jr.....AYE

DONE THIS THE 7TH DAY OF APRIL, 2010, at the Special meeting of the Tribal Council, duly convened at the Hollywood Seminole Indian Reservation, Florida, with a quorum being present, by a vote of 4 for, 0 against, with no abstentions.

Chairman
TRIBAL COUNCIL

ATTEST:

Secretary
TRIBAL COUNCIL