



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

AUG 06 2021

The Honorable Marcellus W. Osceola, Jr.
Chairman, Seminole Tribe of Florida
6300 Stirling Road
Hollywood, Florida 33024

Dear Chairman Osceola:

On June 21, 2021, the Department of the Interior (Department) received the class III gaming compact (Compact) between the Seminole Tribe of Florida (Tribe) and the State of Florida (State).¹ Under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2701, *et seq.*, the Secretary of the Interior (Secretary) may approve or disapprove a compact within 45 days of its submission. 25 U.S.C. § 2710(d)(8). Should the Secretary take no action within the 45-day timeframe, the compact is “considered to have been approved” but only “to the extent that the compact is consistent with the provisions of [IGRA].” *Id.* at 2710(d)(8)(C).

After thorough review under IGRA, we have taken no action to approve or disapprove the Compact before August 5, 2021, the 45th day. As a result, the Compact is considered to have been approved by operation of law to the extent that it complies with IGRA and existing Federal law. The Compact will become effective upon the publication of notice in the Federal Register.

SUMMARY

When Congress enacted IGRA in 1988, it authorized state governments to play a limited role in the regulation of class III Indian gaming. Congress also recognized that this limited expansion of state influence over matters historically left to tribal self-government could be used to undermine tribal sovereignty. Congress, therefore, required states to negotiate class III gaming compacts in good faith, provided a remedy in the event that states refused to negotiate in good faith, limited the scope of bargaining for class III gaming compacts, and prohibited states from using the process to impose taxes on tribal gaming operations.

Congress also required tribes and states to submit class III gaming compacts to the Department for a final review before a compact may take effect. In undertaking this review, the Department works to ensure that the compact is not used to diminish tribal sovereignty at the expense of accreting state power; and, to preserve symmetry in the bargaining power of tribes and states.

In 1995, the United States Supreme Court effectively rendered certain aspects of IGRA’s tribal-sovereignty protection provisions inoperable for many tribes in *Seminole Tribe v. Florida*, 517 U.S. 44

¹ The parties submitted the required documents to comply with 25 C.F.R. § 293.8, including a signed original Compact, Tribal Council Resolution No. C-297-21, and certification in Part XIX of the Compact that the Governor affirms his authority to act for the State. The parties also included a copy of the legislation enacted by the State that certifies the gaming Compact is ratified and approved.

(1995) – a case that arose out of the Seminole Tribe’s first efforts to negotiate a class III gaming compact with the State of Florida. One of the biggest consequences of the Court’s decision in the *Seminole* case was an expansion of state bargaining power when negotiating class III gaming compacts with tribes. Consequently, the Department’s review of class III gaming compacts became even more important to preserving tribal sovereignty under IGRA and maintaining the limited expansion of state authority that Congress granted.

Each class III gaming compact is unique and responds to the particular interests and relative bargaining power of the parties to the agreement. As part of the trust obligation to tribes, the Department must consider these unique factors as it undertakes its review pursuant to 25 U.S.C. § 2710.

In this instance, the Department is aware of the exceptional bargaining position of the Tribe. Notwithstanding the Supreme Court’s 1995 opinion, the Tribe’s gaming operations have resulted in an incredible success story. Through a mix of business savvy and shrewdness, the Tribe has grown its gaming operations from limited class II facilities to globally-recognized class III gaming operations – and has been able to successfully negotiate class III gaming compacts with the State to facilitate that expansion.

We considered these circumstances when conducting our review, and it informed our assessment of whether certain Compact provisions were the outcome of bilateral good-faith negotiations.

As explained below, the Department has concerns regarding the inclusion of provisions relating to jurisdiction over tort claims and mandatory vendor contracts. We also believe it is important that the Department address the provisions relating to internet gaming activities and revenue sharing.

BACKGROUND

1. “Hub and Spoke” Model for Mobile Sports Betting

The Compact authorizes the Tribe to continue to conduct class III gaming on its lands and expands the allowable scope of gaming to include mobile sports betting, amongst other games. The Tribe may conduct and operate sports books to offer sports betting on professional and collegiate sport events through mobile or electronic devices by patrons physically located within the State. Compact, Part III.CC.1-2. Pursuant to the Compact and State law, such wagering is deemed to be exclusively conducted by the Tribe at the location of the servers that process such wagering activity on the Tribe’s Indian lands. *Id.*; Part IV.A; Part III.CC.2. “Sports Betting” is defined as wagering on past or future professional sports or athletic event or contest, Olympic sport or international event, any collegiate sport or motor vehicle race, but not proposition bets on collegiate sports. *Id.* Part III.CC.

The Tribe and State refer to this arrangement as a “hub and spoke” model, where the Tribe’s servers are the hub, and the spokes are the mobile devices and contracted Qualified Pari-mutuel Permitholders facilities where the wagers originate. The State legislature authorized mobile sports betting exclusively for the Tribe through legislation enacted at the same time it ratified the Compact. The Tribe will have statewide exclusivity for sports betting, and in the event of a breach due to a citizen’s initiative the Tribe’s sports betting revenue share will be reduced to zero. Compact, Part XII.A.3.(a). If another tribe is permitted to offer state-wide sports betting in partnership with a commercial entity, the

Tribe will reduce its sports betting revenue share by 25 percent.² Compact, Part XII.B.1. If the Tribe loses the ability to offer sports betting, the guaranteed minimum payment will be reduced by 10 percent. Compact, Part XI.C.4(e).

2. *Revenue Sharing and Exclusivity*

The Compact and accompanying State legislation authorize the Tribe to continue to conduct the following types of games that were previously authorized: slot machines; raffles and drawings; and banked card games, including baccarat, chemin de fer, and blackjack. *See* Compact, Part III.F, FF. The Tribe is also authorized to conduct the following new games: craps, including dice games such as sic-bo and any similar variations; roulette, including big six and any similar variations; sports betting (at casinos and on mobile devices); and fantasy sports contests (if authorized by future legislation). *Id.* Part III.F.3-5, L, FF, CC. The Tribe can also offer any new games authorized by the State, including online gaming. *Id.* Part III.F.6; Part XVIII.B.

The Compact provides that the Tribe will receive substantial exclusivity for Covered Games³ with a list of exceptions to such exclusivity. The Tribe will obtain exclusivity for offering craps, roulette and similar games (with a limited exception) and state-wide exclusivity for sports betting including mobile sports betting. *See* Compact Part XII. The Compact includes eleven noted exceptions to the Tribe's exclusivity, which are paraphrased below:

- i) Any Class III Gaming⁴ or other Casino-Style Gaming⁵ authorized by a compact between the State and any other federally recognized tribe under IGRA, provided that the Tribe has land in trust as of January 2, 2021;
- ii) The operation of Slot Machines at each of the four currently operating licensed pari-mutuel facilities in Broward County or at the four currently operating licensed pari-mutuel facilities in Miami-Dade County, provided that the licenses are not transferred to a location in a county other than Broward County or Miami-Dade County where the new location is within 100 miles on a straight line from any Tribal Facility or in Broward or Miami-Dade County where the new location is within 15 miles on a straight line from any Tribal Facility in Broward County;
- iii) The operation of a total of not more than 350 historic racing machines and electronic bingo card minders at each pari-mutuel facility licensed as of January 2, 2021, and not located in either Broward or Miami-Dade County;

² Letter from Marcellus Osceola, Jr., Chairman of the Tribal Council, Seminole Tribe of Florida, to Paula Hart, Director Office of Indian Gaming, Response to Questions on Seminole Compact, dated July 13, 2021.

³ "Covered Game" is defined as slot machines, raffles and drawings, table games, fantasy sports contests, sports betting, and any new game authorized by Florida law for any person for any purpose. Compact, Part III.F.

⁴ Under the Compact, "Class III Gaming" means the forms of class III gaming defined in 25 U.S.C. § 2703(8), and by the regulations of the National Indian Gaming Commission or any successor commission. Compact, Part III.C.

⁵ Under the Compact, "Other Casino-Style Gaming" is given the same definition as "casino gambling" in Article X, s. 30 of the Florida Constitution, but not excluding any games authorized by Article X, s. 15 of the Florida Constitution if such games involve any slot-like or casino-style game. Compact, Part III.U.

- iv) The operation of Pari-Mutuel Wagering Activities at pari-mutuel facilities licensed by the State;
- v) The operation of poker at card rooms licensed by the State, but not including any game banked by the house, a player or any other person or entity;
- vi) The operation of Class III Gaming or other Casino-Style Gaming, excluding Sports Betting or any other form of online or remote gaming, at any location not less than one hundred (100) miles on a straight line from any Tribal Facility;
- vii) The operation by the Florida Department of Lottery of certain types of lottery games;
- viii) The operation of games authorized by chapters 546 and 849, Florida Statutes, on January 21, 2021;
- ix) The operation of Fantasy Sports Contests;
- x) The provision of marketing services by a Qualified Pari-mutuel Permitholder⁶ pursuant to a written agreement with the Tribe associated with the Tribe's operation of Sports Betting;
- xi) Expanded gaming conducted pursuant to an amendment to the Florida Constitution approved by an initiative pursuant to Article XI, s.3 that is funded in whole or in part by the Tribe.

See Compact, Part XII.B.

The Compact provides that the Tribe can conduct Covered Games at any of its identified seven facilities existing on Indian lands and such facilities may be relocated, expanded or replaced by another facility on the same Indian land with advance notice to the State of 60 calendar days. Compact, Part IV.B. The Compact limits the Tribe from building Las Vegas-style casino resorts on its Brighton Reservation (Okeechobee, FL) or Big Cypress Reservation (Clewiston, FL), but authorizes the Tribe to build up to three additional facilities on its Hollywood Reservation. *Id.* Part IV.C-D.

The Compact also provides that the Tribe will pay the State a guaranteed minimum of \$2.5 billion in revenue sharing over the first five years of the Compact ("Guaranteed Minimum Compact Term Payment"). Compact, Part XI.C. Revenue sharing is separated into tiers categorized by the type of game: the tiers start at 12 percent for slot machines, raffles and drawings, and new games and increase through several tiers to 25 percent based on Net Win⁷, and start at 15 percent for table games up to 25 percent based on Net Win. *Id.* Part XI.C.1(a)-(i). The Tribe will pay a revenue share of 13.75 percent of sports betting Net Win if the Tribe enters into marketing agreement contracts with at least three Qualified Pari-mutuel Permitholders. Part XI.C.1(j)-(k). The Tribe will pay a reduced revenue share of 10 percent on the Net Win generated through the contracted Qualified Pari-mutual Permitholders.

⁶ A Qualified Pari-mutuel Permitholder must hold a pari-mutuel operating permit or license under the appropriate Florida Statute and a slot machine or cardroom license under the appropriate Florida Statute. Compact, Part III.X.

⁷ "Net Win" is defined as the total receipts from the play of all Covered Games less all prize payouts and free play or promotional credits issued by the Tribe.

Id. If the Tribe does not contract with at least 3 Qualified Pari-mutuel Permitholders, it will pay 15.75 percent sports betting Net Win. *Id.* Part III.CC.4, and Part XI.C.1(j)-(k).

Finally, the Compact authorizes the Tribe to stop or reduce the Guaranteed Minimum Compact Term Payment if the State authorizes specified gaming in violation of the Tribe's exclusivity rights or if a force majeure event occurs. Compact, Part XI.C.4(d)-(e). If at any time the Tribe is not legally permitted to offer sports betting as described in the Compact, including to patrons physically located in the State but not on Indian lands, or the Tribe loses the exclusive right to offer sports betting by citizen initiative or by allowing other tribes to conduct sports betting in the State but not on Indian lands, then the Tribe's obligation to pay the full Guaranteed Minimum Compact Term Payment and the other minimum payments is reduced by ten percent. *Id.* Part XI.C.4(e).

3. *Notable Regulatory Provisions*

The Compact addresses tort remedies for patrons of the Tribe's gaming facilities and provides that upon a written notice process, the Tribe and patron will have one year to resolve the dispute. Compact, Part VI.D(1)-(4). Should the dispute not be resolved within one year, 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..." *Id.* Part VI.D(4). The Tribe waives its immunity from suit "to the same extent as the State of Florida waives its sovereign immunity" pursuant to specified State laws. *Id.* Part VI.D(5).

The Compact also provides an arrangement in which the Tribe must negotiate agreements with Qualified Pari-mutuel Permitholders to provide marketing services or similar agreements for the Tribe's sports betting operation. Compact, Part III.CC.4.

If for any reason the Tribe does not have valid written contracts with at least three (3) or more Qualified Pari-mutuel Permitholders upon or following the commencement of the Tribe's Sports Betting operation, the Payments due to the State...based on the Net Win received by the Tribe from the operation and play of Sports Betting shall increase by two (2) percent until the Tribe has valid written contracts with at least three (3) Qualified Pari-mutuel Permitholders to perform marketing or similar services for the Tribe's Sports Betting.

Id.

ANALYSIS

Pursuant to IGRA, the Secretary is vested with the discretionary authority to disapprove a proposed class III compact when it violates IGRA, any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. *See* 25 U.S.C. §2710(d)(8).⁸ The IGRA limits the subjects over which states and tribes may negotiate a

⁸ At the outset, it is important to note the public concern surrounding the State constitutionality of the legislative authorization of sports betting within the State of Florida. IGRA provides the Secretary with discretionary authority to disapprove a compact only in limited circumstances. Those circumstances do not permit the Department to consider questions of State law in its review. 25 U.S.C. § 2710(d)(8)(B). *See also Pueblo of Santa Ana v. Kelly* 104 F.3d 1546, 1556 (10th Cir. 1997).

tribal-state gaming compact, and prohibits the imposition of a tax, fee, charge, or other assessment on Indian gaming except to defray the state's cost of regulating class III gaming activities. *Id.* §2710(d)(3)(C); §2710(d)(4). In fulfilling the United States' trust obligations to tribes, the Department reviews compacts to ensure that they comply with Federal law, were the product of bilateral good-faith negotiations, and that they respect the boundaries of tribal sovereignty that Congress altered when it enacted IGRA.

The Department adheres to the statutory limitations imposed by the IGRA, but must avoid a paternalistic approach by balancing its review through acknowledgment of the inherent sovereign authority of tribes to engage in economic development and make business decisions that respond to their unique circumstances and are in the best interests of their citizens. While gaming has been the most successful means of economic development for tribes in the modern era, the industry is continually changing with the emergence of new technology. The Department must apply the law in a manner that ensures tribes are not hindered from utilizing new technology in an evolving industry.

1. *Hub and Spoke Model Internet Gaming*

This Compact requires the Department to examine the “hub and spoke” model of internet gaming under IGRA as a matter of first impression. While Congress did not contemplate the new era of internet gaming when it adopted IGRA, it crafted IGRA as a flexible statute that acknowledged tribal sovereignty, was enacted for the benefit of tribal economic development, and for promoting tribal-state cooperation.⁹ IGRA provides that class III gaming is lawful on Indian lands if: authorized by a tribal ordinance or resolution, located in a state that permits such gaming, and conducted in conformance with a tribal-state compact. *See* 25 U.S.C. §2710(d)(1).

In examining the permissibility of mobile sports betting under IGRA as a novel matter, the Department seeks to uphold the intent of IGRA and notes that: 1) evolving technology should not be an impediment to tribes participating in the gaming industry; 2) the pursuit of mobile gaming is in-line with the public policy considerations of IGRA to promote tribal economic development, self-sufficiency, and strong tribal governments; and 3) the purposes of IGRA would be served through the improvement of tribal-state cooperation in the regulation of mobile wagering.

Until recently, compact review under IGRA was limited to “brick and mortar” gaming facilities located on Indian lands, with both the player and the bet taking place in one physical location. By virtue of internet gaming, however, the player can be in one physical location and the server—which facilitates the wager—can be in a separate location, creating ambiguity as to the physical location where the wager occurs.

Courts and agencies have previously examined tribal use of the internet for gaming, finding that such an offering was impermissible under IGRA. However, those cases presented scenarios where tribal

Consequently, any concern surrounding the State's authorization of sports betting is outside the scope of the Department's review, and the Department has relied on the representations of the Governor of Florida that the gaming was properly authorized.

⁹ Even in 1988, Congress provided context for evolving technological gaming changes, specifically noting in the context of class II gaming that “tribes should be given the opportunity to take advantage of modern methods” of conducting the gaming and that linking players across reservations or states by means of “telephone, cable, television or satellite” is acceptable. S. Rept. 100-446 at 9.

internet wagering was not done with the consent of a State pursuant to a tribal-state compact; and, in some instance, where state law prohibited the contemplated form of online gaming.¹⁰

Here, both the Compact and the State law authorize the Tribe to engage in mobile sports betting and provide that the gaming takes place on Indian lands where: (1) the Tribe owns and operates the gaming, (2) the server is located on Indian lands; and (3) the player is located within the geographic bounds of the State.

The IGRA provides that a tribe and state may negotiate for “the application of the criminal and civil laws and regulations of the Indian tribe or the State that are directly related to, and necessary for, the licensing and regulation of such activity” and “the allocation of criminal and civil jurisdiction between the State and the Indian tribe necessary for the enforcement of such laws and regulations.” 25 U.S.C. § 2710(d)(3)(c)(i)-(ii). When developing IGRA’s framework for tribal-state compacts, Congress stressed the importance of tribes and states engaging in dialogue over how best to achieve tribal gaming’s “mutual benefits.” As the Senate Committee report stated, “[s]tates and tribes are encouraged to conduct negotiations within the context of the mutual benefits that can flow to and from tribes [sic] and States. This is a strong and serious presumption that must provide the framework for negotiations.”¹¹

Congress also specifically addressed the issues that may be the subject of negotiations between a tribe and a state in reaching a compact. In describing the scope of negotiations in Section 11(d)(3)(C), the Senate Committee “recognize[d] that subparts of each of the broad areas may be more inclusive” and that “[a] compact may allocate most or all of the jurisdictional responsibility to the tribe, to the State or to any variation in between.”¹² The Committee noted that states are not required to forgo any state governmental rights to engage in or regulate class III gaming except whatever they may voluntarily cede to a tribe under a compact.¹³ This understanding was ultimately reflected in the final text of IGRA at 25 U.S.C. § 2710.

We acknowledge that IGRA did not confer authority on tribes to engage in gaming—tribes retain the inherent sovereign authority to engage in gaming and IGRA codified this right while limiting the extent of such authority. Thus, while Congress did limit the subjects to be negotiated in a compact, it specifically contemplated the authority to tribes and states to *negotiate the allocation of criminal and civil jurisdiction and laws directly related to the regulation of Indian gaming*. See 25 U.S.C. § 2710(d)(3)(c)(i)-(ii) (emphasis added). The IGRA should not be an impediment to tribes that seek to modernize their gaming offerings, and this jurisdictional agreement aligns with the policy goals of

¹⁰ See *California v. Iipay Nation of Santa Ysabel*, 898 F.3d 960 (9th Cir. 2018); Letter from Kevin K. Washburn, General Counsel, NIGC, to Robert A. Rosette (Oct. 26, 2000) (2000 NIGC Letter); Letter from Kevin K. Washburn, General Counsel, NIGC, to Joseph Speck, Nic-A-Bob Productions (March 13, 2001) (2001 NIGC Letter); *but see* Stipulation to Consent Judgment at 8, *Michigan v. Hannahville*, No. 2:17-cv-00045 (W.D. Mich. March 14, 2016) (approved March 15, 2017) (“If a change in state law is enacted which is intended to permit or permits the sale of Class III-style gaming or Electronic Games of Chance through the internet or through a similar digital, online, or virtual format, online operations of said games shall be considered Class III games for purposes of...the Compact, but only to the extent that the games are authorized under state law.”).

¹¹ Sen. Rep. No. 100-446, at 13 (1988), reprinted in 1988 U.S.C.C.A.N. 3071, 3083 (1988).

¹² *Id.* at 14.

¹³ *Id.* at 14.

IGRA to promote tribal economic development while ensuring regulatory control of Indian gaming. The Department will not read restrictions into IGRA that do not exist.

Accordingly, provided that a player is not physically located on another Tribe's Indian lands, a Tribe should have the opportunity to engage in this type of gaming pursuant to a tribal-state gaming compact.¹⁴

As technology and internet gaming evolve, other jurisdictions are deeming wagers to occur at a specified location. Multiple states have enacted laws that deem a bet to have occurred at the location of the servers, regardless of where the player is physically located in the state.¹⁵ The Compact reflects this modern understanding of how to regulate online gaming.

The Department also recognizes the ability of tribes to engage in other models of online gaming involving state commercial licenses to accept bets off Indian lands. A tribal government may exercise its sovereignty and determine which model works best for its situation. In this scenario, however, the Tribe and the State were able to resolve jurisdictional issues and negotiate for the inclusion of mobile sports betting in the Compact.

2. Revenue Share and Exclusivity

The Department reviews revenue sharing provisions with great scrutiny. Because the IGRA sharply limits the circumstances under which an Indian tribe can make direct payments to a state, we begin with the premise that a Tribe's payments to a state or local government for anything beyond the costs of regulating class III gaming activities are a prohibited "tax, fee, charge, or other assessment." 25 U.S.C. § 2710(d)(4).

Thus, in order to be permissible, we analyze the revenue sharing by first determining whether the State has offered meaningful concessions to the Tribe that it was otherwise not required to negotiate. We then examine whether the value of the concessions provide substantial economic benefits to the Tribe in a manner justifying the revenue sharing required by the Compact. *See Rincon Band of Luiseno Mission of the Rincon Reservation v. Schwarzenegger*, 602 F.3d 1019 (9th Cir. 2010), cert. denied, 113 S. Ct. 3055 (2011) (an increase in revenue sharing from current levels must be accompanied by additional meaningful concessions that provide substantial economic benefit to the tribe).

a. Meaningful Concessions

The State is offering the Tribe state-wide exclusivity for sports betting, exclusivity for new table game, and fantasy sports contests (if authorized by future legislation). *See Compact, Part III.F.3-6, L, CC, FF; Part XVIII.B.* The Compact also permits the Tribe to open three additional facilities on its Hollywood Reservation and removes all limitations on the Tribe's right to install class II player terminals. Compact, Part IV.A, C-D.

¹⁴

Class III gaming is "lawful on Indian lands" only if such gaming is authorized by the "Indian tribe having jurisdiction over such lands." 25 U.S.C. § 2710(d)(1)(A)(i). Thus, to be permissible under the IGRA, a tribe must geofence its gaming to ensure players are not located on other Indian lands.

¹⁵ *See Mich. Comp. Laws Ann. § 432.304(2); N.J. Stat. Ann. § 5:12-95.20; R.I. Gen. Laws Ann. § 42-61.2-1(16); W. Va. Code Ann. § 29-22E-15(f).*

Additionally, the Compact imposes limitations on designated player card games allowed pursuant to a State license, settling a disagreement between the Tribe and State. Compact, XII.B.5. It further places new restrictions on the number of slot machines permitted at the eight pari-mutuel facilities in Broward and Miami-Dade Counties; restricts bingo card minders to be offered in connection with charitable organizations' bingo games under State law; and places restrictions on the relocation of pari-mutuel permits to ensure that a permit is not located within 15 miles of the Tribe's gaming facilities in Broward County and at least 100 miles from the Tribe's other gaming facilities. Compact, Part XII.B.2, B.9. Thus, the Tribe enjoys an increase in exclusivity under the Compact when compared with its 2010 Tribal-State Compact.

While ordinary and routine subjects of negotiation about the regulation of gaming—such as the number of permissible gaming devices—are not meaningful concessions for purposes of the revenue sharing analysis, the State's concession of class III gaming exclusivity to the Tribe is considered a meaningful concession in this instance. As discussed below, the State's concessions provide a substantial economic benefit to the Tribe that justifies the revenue sharing under the Compact.

b. Substantial Economic Benefit

In examining whether a compact confers a substantial economic benefit on a tribe that justifies the proposed revenue sharing, the Department first scrutinizes whether the tribe is the primary beneficiary of the gaming operation. 25 U.S.C. § 2702 (2). Here, the concessions on behalf of the State—such as the exclusivity for sports betting and increased exclusivity for other games—create a substantial projected increase in revenue for the Tribe, ensuring it is the primary beneficiary.

The Supplemental Economic Justification supplied by the Tribe notes the anticipated increase in revenue and provides justification to show that the exceptions have “little or no impact on the value of exclusivity.”¹⁶ The Tribe's primary gaming market is located within a 100 mile radius of its facilities where 82 percent of all Florida residents reside.¹⁷ This area is an established gaming market: there are no other tribal gaming facilities and no new class III commercial gaming facilities within 100 miles. If State permits for slot machines (or pari-mutuels) are relocated within the State, the Tribe has negotiated and preserved its exclusivity for the area and taken into consideration the financial implications. *See* Compact Part XII.B.2(a); Supplemental Economic Justification at 4-7.

The Compact also provides that the Tribe will pay the State a Guaranteed Minimum Compact Term Payment of \$2.5 billion over the first five years of the Compact. If exclusivity is breached, the Tribe receives a reduction in revenue sharing without ceasing all payments to the State. In other circumstances, we might consider a guaranteed minimum payment from the Tribe to the State as an impermissible tax, fee, or assessment on the Tribe's gaming operations. But in this instance, we must consider the Tribe's unique circumstances that led to this agreement.

¹⁶ Cover Letter to 2021 Compact- Supplemental Economic Justification from Jim Shore, Seminole Tribe General Counsel to Ms. Paula Hart (July 13, 2021). The Tribe submitted its confidential economic and financial information which is marked confidential and was submitted to the Department with an expectation of confidentiality. This information is protected from release to third parties without the consent of the Tribe (5 U.S.C § 552(b)(4)).

¹⁷ *See* Supplemental Economic Justification at 12.

The Tribe has a proven record of success with its gaming operations and has justified the revenue sharing provisions with economic and geographic data. The Guaranteed Minimum Compact Term Payment is also couched with a force majeure clause to provide protection for the Tribe. The Tribe's 2010 Tribal-State Compact also contained a flat fee of revenue sharing to the State, requiring the Tribe to pay \$1 billion over 5 years. The Tribe successfully fulfilled its revenue sharing obligations under that compact and based on the projected revenue under the 2021 Compact with the addition of state-wide exclusivity for sports betting, including mobile sports betting, the Tribe is confident that it can satisfy the Guaranteed Minimum Compact Term Payment.

The Department is concerned with the revenue sharing provisions in this Compact and these provisions should not be considered a model for other states to generally impose on tribes. However, we are confident that the State's concessions confer a substantial economic benefit on the Tribe that justifies the proposed revenue sharing in this instance, and that these terms are the outcome of good-faith bilateral negotiations.

3. *Permissible Subjects of Compact Negotiations*

Through IGRA, Congress ensured a regulatory scheme that sought to balance state, federal, and tribal interests in regulating gaming activities on Indian lands. In doing so, Congress limited the subjects of negotiation in a gaming compact to the following enumerated provisions:

- i) the application of the criminal and civil laws and regulations of the Indian tribe or the State that are directly related to, and necessary for, the licensing and regulation of such activity;
- ii) the allocation of criminal and civil jurisdiction between the State and the Indian tribe necessary for the enforcement of such laws and regulations;
- iii) the assessment by the State of such activities in such amounts as are necessary to defray the costs of regulating such activity;
- iv) taxation by the Indian tribe of such activity in amounts comparable to amounts assessed by the State for comparable activities;
- v) remedies for breach of contract;
- vi) standards for the operation of such activity and maintenance of the gaming facility, including licensing; and
- vii) any other subjects that are directly related to the operation of gaming activities.

25 U.S.C. § 2710(d)(3)(c).

It is against this backdrop in which we review the Compact's provisions. Importantly, we must construe the State's regulatory authority over tribal gaming activities narrowly—as intended by IGRA—and recognize the Tribal government's inherent right to self-regulate its gaming when conducted on Indian lands and under allowable law.

In reviewing the Tribe's Compact, we have significant concerns with the provisions relating to the allocation of jurisdiction to the State over patron disputes and tort claims. Compact, Part VI.D(6).

Unlike allocating gaming jurisdiction referenced above in relation to the "hub and spoke" model of gaming, tort claim jurisdiction is not directly related to the licensing and regulation of gaming, and we believe that this provision may violate the limited reach of state civil jurisdiction allowed under IGRA. In limiting the negotiable subjects of a compact, the intent of IGRA is to ensure that states cannot leverage compact negotiations to impose jurisdiction over tribal lands. See Committee Report for IGRA, S. Rep. 100-446 at 14. Although the Department approved a similar provision in the 2010 Tribal-State Compact, we note that judicial interpretation of these types of provisions has evolved and courts have held that changing the venue for tort claims to state jurisdiction is an impermissible subject for negotiation under the IGRA. See *Chicken Ranch Rancheria of Me-Wuk Indians v. Newsom*, No. 1:19-CV-0024 AWI SKO, 2021 WL 1212712 at *7 (E.D. Cal. March 31, 2021) (citing *Pueblo of Santa Ana v. Nash*, 972 F. Supp. 2d 1254 (D.N.M. 2013)) ("First, the ability to resolve disputes within the tribal court system is the legal default position. Indeed, as discussed above, changing the venue of patron personal injury and employee claims from tribal court to state court is not a permitted topic of IGRA negotiation.").

Compacts are not the appropriate vehicle to shift patron dispute and tort claim jurisdiction to the states. The Department must uphold its trust responsibility to tribes and ensure that states do not inappropriately attempt to leverage compact negotiations to have tribes submit to state jurisdiction in areas that are not directly related to the operation of gaming. Accordingly, we believe that this provision is an impermissible compact provision under IGRA and is likely unenforceable.

4. Other Concerns

In addition to the issues discussed above, the Department has concerns with the Compact's provisions that require the Tribe to contract with Qualified Pari-mutuel Permitholders to provide marketing services for the Tribe's sports book.

The Compact contains a provision that incentivizes the Tribe to enter into marketing agreements with State-licensed Qualified Pari-mutuel Permitholders related to the Tribe's operation of mobile sports betting. The Compact requires that the Tribe, within three months of the Compact effective date, negotiate contracts with a minimum of three or more Qualified Pari-mutuel Permitholders or pay the State an additional two percent of the net win from its sports betting operation. Compact Part III.CC.4. When the Tribe does enter into these marketing contracts, it is required to compensate the contracted Qualified Pari-mutuel Permitholders 60 percent of the difference between the net win that an operator generates and a "reasonable and proportionate share of all expenses incurred by the Tribe". *Id.* Part III.CC.3.(c).

The Department is concerned with the sole proprietary interest of the gaming operation in relation to these agreements. The IGRA requires that a tribe have the sole proprietary interest in, and responsibility for, the tribal gaming operation to ensure that it receives the primary benefit of its gaming revenue, consistent with IGRA's statutory goals. 25 U.S.C. §§ 2702, 2710(b)(2)(A). When examining whether a tribe has the sole proprietary interest in the gaming operation, three factors are

relevant: “1) the term of the relationship; 2) the amount of revenue paid to the third party; and 3) the right of control provided to the third party over the gaming activity.” *City of Duluth v. Fond du Lac Band of Lake Superior Chippewa*, 830 F. Supp. 2d 712, 723 (D. Minn. 2011) (cleaned up), *aff’d in pertinent part*, 702 F.3d 1147 (8th Cir. 2013) (discussing NIGC adjudication of proprietary interest provision)).

The term of these marketing contracts is “no less than 5 years” and raises a question as to whether such marketing contracts will constitute management contracts requiring further review by the National Indian Gaming Commission. Compact Part III.CC.3.(g); 25 U.S.C. § 2711. The Tribe has represented that it is the sole operator for its sports books and will not share any management responsibilities with the pari-mutuels, however it must also pay 60 percent of the difference between net win from any business that the contracted Qualified Pari-mutuel generates and the Tribe’s expenses. This arrangement further raises a question as to whether the contracted Qualified Pari-mutuel’s interests in the Tribe’s sports betting operation become proprietary.

Accordingly, the Department does not endorse the marketing agreement arrangement provided in the Compact.

CONCLUSION

We undertook a thorough review of the Compact and additional materials submitted by the Tribe but took no action within the prescribed 45-day timeframe. As a result, the Compact is “considered to have been approved by the Secretary, but only to the extent [it] is consistent with the provisions of [IGRA].” 25 U.S.C. § 2710(d)(8)(C).

The Compact will become effective upon the publication of notice in the Federal Register, as required by 25 U.S.C. § 2710(d)(3)(8)(D).

The Department commends the Tribe’s extraordinary accomplishments in its gaming endeavors and wishes the Tribe continued success. A similar letter is being sent to the Honorable Ron DeSantis, Governor of Florida.

Sincerely,



Bryan Newland
Principal Deputy Assistant Secretary – Indian Affairs

RECEIVED

JUN 21 2021

AS - IA
Office of Indian Gaming



Compact Between the

SEMINOLE TRIBE

OF FLORIDA

and the

STATE OF FLORIDA

**2021 GAMING COMPACT BETWEEN
THE SEMINOLE TRIBE OF FLORIDA
AND THE STATE OF FLORIDA**

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**2021 Gaming Compact Between the Seminole Tribe of Florida
and the State of Florida**

This 2021 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.

Part I. TITLE

This document shall be referred to as the "2021 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, as may be amended from time to time, hereafter referred to as the Seminole Tribal Gaming Code, the Seminole Tribe of Florida desires to offer the play of Covered Games, as defined in Part III of this Compact, as a means of generating revenues for purposes authorized by the Indian Gaming Regulatory Act, including without limitation the support of tribal governmental programs, such as health care, housing, sewer and water projects, police, fire suppression, general assistance for tribal elders, day care for children, economic development, educational opportunities, per capita payments to tribal members, and other typical and valuable governmental services and programs for tribal members.

F. The Tribe and the State entered into a tribal-state compact pursuant to the Indian Gaming Regulatory Act on April 7, 2010 ("2010 Compact"). The 2010 Compact was subsequently approved by the Secretary of the Interior. 75 Fed. Reg. 38,833 (July 6, 2010). Unless this Compact is not approved by the Florida Legislature and the U.S. Secretary of the Interior or is invalidated by court action or change in federal law, this Compact supersedes the 2010 Compact, and the 2010 Compact shall no longer remain in effect. In the event that this Compact is not approved by the Florida Legislature and the U.S. Secretary of the Interior or is invalidated by court action or change in federal law, the 2010 Compact shall remain in effect.

G. The voters of Florida approved a constitutional amendment at the 2018 General Election (Amendment 3) which created Article X, s. 30 of the Florida Constitution.

H. The Tribe and the State affirm that it is in the best interests of the Tribe and the State for the State to enter into this Compact. The Compact recognizes the

Tribe's right to offer certain forms of Class III Gaming and provides significant, additional substantial exclusivity for such activities in return for a reasonable revenue sharing arrangement between the Tribe and the State that will entitle the State to significant, additional revenue participation.

I. The Tribe and the State affirm that this Compact, and the operation of Covered Games as authorized pursuant to this Compact, comply in all respects with the Florida Constitution.

J. The Tribe and the State affirm their belief that this Compact embodies an unprecedented level of cooperation between a state and a sovereign government, which benefits the long-term economic and social well-being of both the State and the Tribe.

Part III. DEFINITIONS

As used in this Compact:

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

B. "Bingo Game" has the same meaning as in s. 849.0931(1)(a), Florida Statutes, as in effect on January 1, 2021.

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 or any successor 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 2021 Gaming Compact between the Seminole Tribe of Florida and the State of Florida, as the same may be amended or supplemented in accordance with its terms.

F. "Covered Game" or "Covered Gaming Activity" means only the following:

1. Slot Machines.
2. Raffles and Drawings.
3. Table Games.
4. Fantasy Sports Contest(s).
5. Sports Betting.
6. Any new game authorized by Florida law for any person for any purpose.

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 Game 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 this Compact becomes effective pursuant to Part XVI, Section A of this Compact.

J. "Electronic Bingo Card Minder" means a card minding device, which may only be used in connection with a Bingo Game and which is certified in advance by an Independent Testing Laboratory approved by the Division of Pari-Mutuel Wagering, or any successor agency, as a bingo aid device that meets each 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 s. 849.0931(1)(b), Florida Statutes, as of January 1, 2021, 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 Card Minder may contain more than one player position for playing bingo.
9. No Electronic Bingo Card Minder 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 in which the Covered Games authorized by this Compact are conducted.

L. "Fantasy Sports Contest" means a fantasy or simulation sports game or contest offered by a contest operator or a noncommercial contest operator in which a contest participant manages a fantasy or simulation sports team composed of athletes from a professional sports organization and that meets each of the following requirements:

1. All prizes and awards offered to winning contest participants are established and made known to the contest participants in advance of the game or contest.
2. All winning outcomes reflect the relative knowledge and skill of the contest participants and are determined predominantly by accumulated statistical results of the performance of individuals, including athletes in the case of sporting events.
3. No winning outcome is based on the score, point spread, or any performance or performances of any single actual team or combination of such teams, solely on any single performance of an individual athlete or player in any single actual event, on a pari-mutuel event, as the term "pari-mutuel" is defined in s. 550.002, Florida Statutes, as of January 1, 2021, on a game of poker or other card game, or on the performances of participants in collegiate, high school or youth sporting events.

4. No casino graphics, themes, or titles, including, but not limited to, depictions of slot machine-style symbols, cards, dice, craps, roulette, or lotto, are displayed or depicted.

5. For purposes of this definition:

(a) "Contest operator" means a person or entity that offers fantasy or simulation sports game(s) or contest(s) for a cash prize.

(b) "Contest participant" means a person who pays an entry fee for the ability to participate in a fantasy or sports simulation game or contest offered by a contest operator.

(c) "Noncommercial contest operator" means a natural person who organizes and conducts a fantasy or simulation sports game in which contest participants are charged entry fees for the right to participate; entry fees are collected, maintained, and distributed by the same natural person; the total entry fees collected, maintained, and distributed by such natural person do not exceed one thousand five hundred dollars (\$1,500) per season or a total of ten thousand dollars (\$10,000) per calendar year; and all entry fees are returned to the contest participants in the form of prizes.

M. "Guaranteed Minimum Compact Term Payment" means a minimum total payment for the first five (5) years of this Compact of Two Billion Five Hundred Million Dollars (\$2,500,000,000) which shall include all Revenue Share Payments for the first five (5) years of this Compact.

N. "Historic Racing Machine" means an individual historic race terminal linked to a central server as part of a network-based video game, where the terminals allow pari-mutuel wagering by players on the results of previously conducted horse 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, or a successor agency, 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, dice, 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. "Independent Testing Laboratory" means an independent laboratory: (1) with demonstrated competence testing gaming machines and equipment; (2) that is licensed by at least ten (10) other states; and (3) that has not had its license suspended or revoked by any other state within the immediately preceding ten (10) years.

P. "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.

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

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, any machine or device linked to the machine, or any online application that facilitates the purchase of a paper lottery ticket, 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 or sports 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, any machine or device linked to the machine, or any online application that facilitates the purchase of a paper lottery ticket, 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 (15th) day of the month following each month of the Revenue Sharing Cycle.

T. "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.

U. "Other Casino-Style Gaming" means the same as "casino gambling" in Article X, s. 30 of the Florida Constitution, but not excluding any games authorized by

Article X, s. 15 of the Florida Constitution if such games involve any slot-like or casino-style game.

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, and includes any person participating in Sports Betting.

X. "Qualified Pari-mutuel Permitholder(s)" means a person or entity that:

1. Held, prior to January 1, 2021, a pari-mutuel wagering permit issued, pursuant to chapter 550, Florida Statutes; and
2. Held, prior to January 1, 2021, a pari-mutuel operating license issued pursuant to s. 550.01215, Florida Statutes; and
3. Holds a slot machine license issued pursuant to chapter 551, Florida Statutes, or a cardroom license issued pursuant to s. 849.086, Florida Statutes.

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

Z. "Revenue Sharing Cycle" means the annual (12-month) period of the Tribe's operation of Covered Games at its Facilities beginning on the first (1st) day of the first month after the Effective Date.

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

BB. "Slot Machines" means any mechanical or electrical contrivance, terminal that may or may not be capable of downloading slot games from a central server system, machine, or other device that, upon insertion of a coin, bill, ticket, token, or similar object or upon payment of any consideration whatsoever, including the use of any electronic payment system, 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 slot machines that employ video and/or mechanical displays of roulette, wheels or other table game themes. 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.

CC. "Sports Betting" means wagering on any past or future professional sport or athletic event, competition or contest, any Olympic or international sports competition event, any collegiate sport or athletic event (but not including proposition bets on such collegiate sport or event), or any motor vehicle race, or any portion of any of the foregoing, including but not limited to the individual performance statistics of an athlete or other individual participant in any event or combination of events, or any other "in-play" wagering with respect to any such sporting event, competition or contest, except

"Sports Betting" does not include Fantasy Sports Contests, pari-mutuel wagering, or betting on any form of poker or other card game; provided that and only when:

1. All such wagering is done exclusively by and through one or more sports books conducted and operated by the Tribe or its approved management contractor, including the servers and devices required to conduct the same, at one or more of the Tribal Facilities identified in Part IV, Sections B and D.
2. All such wagering shall be deemed at all times to be exclusively conducted by the Tribe at its Facilities where the sports book(s), including servers and devices to conduct the same, are located, including any such wagering undertaken by a Patron physically located in the State but not on Indian Lands using an electronic device connected via the internet, web application or otherwise, including, without limitation, any Patron connected via the internet, web application or otherwise of any Qualified Pari-mutuel Permitholder(s) and regardless of the location in Florida at which a Patron uses the same.
3. At all times that the Tribe offers or is offering such wagering, the Tribe has a written contract with any and all willing Qualified Pari-mutuel Permitholder(s) which:
 - (a) Expressly authorizes and permits a Qualified Pari-mutuel Permitholder(s) to perform marketing or similar services for the Tribe's sports book(s), related to, for and including such wagering undertaken through the use of electronic devices that will utilize

the digital sports book(s) provided by the Tribe, and that use a brand of the Qualified Pari-mutuel Permitholder(s);

(b) The Tribe, as the exclusive operator of sports book(s) on Tribal lands, must consistently provide to Qualified Pari-mutuel Permitholder(s) in standardized format(s) the digital interfaces necessary for Qualified Pari-mutuel Permitholder(s) to market digitally, including through the Qualified Pari-mutuel Permitholder's development or procurement of customizable web or mobile assets for marketing services, the sports book(s) operated on Tribal lands. The interfaces published by the Tribe must facilitate the dynamic and accurate publication of data to Qualified Pari-mutuel Permitholder(s) such that any changes within the source(s) of truth contained within the Tribe's sports book(s) are distributed in real-time to all Qualified-Pari-mutuel Permitholder(s);

(c) Requires the Tribe to compensate the Qualified Pari-mutuel Permitholder(s) for such services by payment of an amount not less than sixty (60) percent of the difference between: (i) the Net Win earned by the Tribe on all such wagering by Patrons who access the Tribe's wagering platform via software that uses a brand of the Qualified Pari-mutuel Permitholder; and (ii) a reasonable and proportionate share of all expenses incurred by the Tribe in operating and conducting such wagering through the marketing

services of a Qualified Pari-Mutuel Permitholder, which shall be specified in advance in the written contract between the Tribe and the Qualified Pari-mutuel Permitholder and reported to the SCA after being incurred. The Tribe shall remain the exclusive operator of the sports book(s), and the Tribe's total payment for all marketing or similar services by Qualified Pari-Mutuel Permitholders shall not exceed forty (40) percent of the Tribe's total Net Win on Sports Betting, in accordance with IGRA;

(d) Expressly states that all such wagering is conducted exclusively at one or more of the Tribal Facilities identified in Part IV, Sections B and D, even if Qualified Pari-mutuel Permitholders market the Tribe's sports book by providing dedicated areas within their facilities wherein Patrons may access or use electronic devices to place wagers via the Internet, web applications, or otherwise to the Tribe's sports book;

(e) Allows the Tribe to suspend the participation of the Qualified Pari-mutuel Permitholder from providing marketing services under the written contract upon a violation by the Qualified Pari-mutuel Permitholder of:

- (i) The written contract; or
- (ii) The Tribe's exclusivity under this Compact.

Provided the Tribe provides written notice to the Qualified Pari-mutuel Permitholder and the Qualified Pari-mutuel Permitholder

fails to completely halt such violation(s) within thirty (30) days after such notice;

(f) Prohibits the Tribe from using player data obtained from a Qualified Pari-mutuel Permitholder to market Covered Games offered by the Tribe; and

(g) Provides for a duration of the contract that must be no less than five (5) years, unless terminated by mutual agreement or by material breach.

4. Within three (3) months of the Effective Date of this Compact, the Tribe shall negotiate in good faith with any and all willing Qualified Pari-mutuel Permitholders to enter into written contracts as provided in this Section. If for any reason the Tribe does not have valid written contracts with at least three (3) or more Qualified Pari-mutuel Permitholders upon or following the commencement of the Tribe's Sports Betting operation, the Payments due to the State pursuant to Part XI, Section C.1(j) of this Compact based on the Net Win received by the Tribe from the operation and play of Sports Betting shall increase by two (2) percent until the Tribe has valid written contracts with at least three (3) Qualified Pari-mutuel Permitholders to perform marketing or similar services for the Tribe's Sports Betting. If the Tribe has written contracts with three (3) or more Qualified Pari-mutuel Permitholders, the Tribe shall make good faith offers to other Qualified Pari-mutuel Permitholders, upon request, with terms similar to those of its executed contracts.

5. With respect to wagers made with a mobile or other electronic device, the Tribe shall implement:
 - (a) A registration process to validate player identity, including their age;
 - (b) An AML (anti-money laundering) process to verify the source of funds, track transactions, prevent anonymous deposits and submit official reports to FINCEN as required; and
 - (c) Geo-fencing to prevent wagers by players not physically located in the State.
 6. With respect to all forms of Sports Betting, the Tribe shall comply with the rules and regulations adopted by the Commission pursuant to Part V, Section A, including any requirements for video depictions of wagering outcomes.
 7. Any data source and the corresponding data to determine the results of all sports bets must be (i) complete, accurate, reliable, timely and available and (ii) appropriate to settle the types of events and wagers for which it is used.
 8. The SCA may utilize the dispute resolution provisions set forth in Part XIII if it believes the Tribe has failed to comply with the requirements for Sports Betting, including the requirements in Section CC.3.
- DD. "State" means the State of Florida.

EE. "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.

FF. "Table Game" means banking or banked card games, including baccarat, chemin de fer, blackjack (21), and card games banked by the house, by a bank established by the house, or by a player; craps, including dice games such as sic-bo and any similar variations thereof; and roulette, including big six and any similar variations thereof.

GG. "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. Subject to limitations set forth herein, wagers on Sports Betting and Fantasy Sports Contests made by players physically located within the State using a mobile or other electronic device shall be deemed to take place exclusively where received at the location of the servers or other devices used to conduct such wagering activity at a Facility on Indian Lands. 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. Except as provided in Part IV, Section D below, the Tribe is authorized to conduct Covered Games under this Compact at only the following seven (7) existing

Facilities, which may be relocated, 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 relocated, expanded or replaced by another Facility on the same Indian Land with advance notice to the State of sixty (60) calendar days. However, the Tribe agrees that it will not build Las Vegas-style casino resorts on its Brighton or Big Cypress Reservations. Any dispute over whether a proposed Facility violates this provision shall be resolved in accordance with the dispute resolution process set forth in Part XIII.

D. The Tribe may add three (3) additional Facilities on the parcel which is part of the Tribe's Hollywood Reservation and which is east of the present location of the Florida Turnpike.

Part V. RULES AND REGULATIONS; MINIMUM REQUIREMENTS FOR OPERATIONS

A.1. At all times during the term of this Compact, the Tribe shall be responsible for all duties that 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 comply 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 proposals and shall notify the SCA of its response or action with respect thereto.

2. The Commission, after consultation with the SCA, shall promulgate specific rules and regulations for Sports Betting that shall:

- (a) Limit participation in Sports Betting only to Patrons who are natural persons who are twenty-one (21) years of age or older;
- (b) Establish standards, that apply equally to the Tribe and to Qualified Pari-mutuel Permitholders, for promotional credits, incentives, bonuses, complimentaries, or similar benefits designed to induce Patrons to participate in Sports Betting;
- (c) Specify the Tribal Facilities at which the servers or other equipment used for Sports Betting will be located;

- (d) Establish how the odds at which wagers may be placed on sports events will be determined and displayed;
- (e) Require the development and maintenance of a list of individuals ("Restricted Patrons") to be restricted and prohibited from engaging in Sports Betting as a result of such individual being a person who holds a position of authority or influence over the participants in a sports event, or any person with access to certain types of exclusive information on any sports event, including, but not limited to, athletes, coaches, referees, managers, handlers, trainers, agents, a sports governing body and its employees and owners, and a sports team and its employees and owners;
- (f) Establish procedures to verify the identity of persons participating in Sports Betting and prevent the following persons from participating in Sports Betting, including:
 - (i) Any Covered Game Employee of the Tribe's Sports Betting operation;
 - (ii) Any person whose identity is known to the Tribe and whose name appears on any exclusion or self-exclusion list;
 - (iii) Any person included on the list of Restricted Patrons;
 - (iv) Any person who has access to nonpublic confidential information held by the Tribe or a Qualified Pari-mutuel Permitholder; and
 - (v) Any person who is an agent or proxy for any other person and is wagering for such other person; and

- (g) Specify the records which must be maintained and the procedures and processes for maintaining such records;
 - (h) Establish and require display of the rules for Sports Betting, including permissible minimum and maximum wagers that may be placed on sports events;
 - (i) Establish procedures to monitor the locations at which online Sports Betting is conducted;
 - (j) Require that the Tribe and Qualified Pari-mutuel Permitholders report to the Commission and the SCA:
 - (i) Any abnormal betting activity or patterns that may indicate a concern about the integrity of a sports event or events;
 - (ii) Any other conduct with the potential to corrupt a betting outcome of a sports event for purposes of financial gain, including but not limited to match fixing; and
 - (iii) Suspicious or illegal wagering activities, including the use of funds derived from illegal activity, wagers to conceal or launder funds derived from illegal activity, use of agents to place wagers, or use of false identification; and
 - (k) Comply with all requirements imposed by the National Indian Gaming Commission (NIGC).
3. The SCA may request that the Tribe restrict specific types of Sports Betting which carry an unacceptably high risk of manipulation or corruption.

4. 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 NIGC's Guidance for Class III Minimum Internal Control Standards, maintained at www.nigc.gov. 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 the NIGC's Guidance for Class III Minimum Internal Control Standards, maintained at www.nigc.gov.

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, including any provider from which the State procures services pursuant to s. 551.118, Florida Statutes. The Tribe will continue to maintain the following safeguards against problem gambling.

1. The Tribe will provide a comprehensive training and education program designed in cooperation with the Florida Council on Compulsive Gambling or other organization dedicated to assisting problem gamblers to every new Covered Gaming Employee who interacts with Patrons.
2. The Tribe will make printed materials and online 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 and provide hyperlinks to online information available from the Florida Council on Compulsive Gambling and other similar organizations.
3. The Tribe shall establish a list of the Patrons voluntarily excluded from the Tribe's Facilities and from participating in the Tribe's online Sports Betting, pursuant to subsection 5.
4. The Tribe shall employ its best efforts to exclude Patrons on such list from entry into its Facilities and from participating in the Tribe's online Sports Betting; provided that nothing in this Compact shall create for Patrons who are excluded but gain access to the Facilities or participate in the Tribe's online Sports Betting,

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 and from participating in the Tribe's online Sports Betting.

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

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

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

accessing for play or playing any application or website employed for online Sports Betting.

9. The Tribe shall assure that advertising and marketing of the Covered Games at the Facilities and of all web applications and websites employed for online Sports Betting 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 and shall be visibly displayed and available on all web applications and websites employed for online Sports Betting. Complete sets of rules shall be available in the Facilities upon request and shall be visibly displayed and available on all web applications and websites employed for online Sports Betting. Copies of all such rules shall be provided to the SCA annually.

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 a "Safe Ride Home Program," free of charge to the Patron. 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 any identifying number.

L. The Tribe and the Commission shall make available a copy of the following documents to any member of the public upon request within ten (10) business days: the NIGC's Guidance for Class III Minimum Internal Control Standards, maintained at www.nigc.gov; 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. Such materials shall be available on all web applications and websites employed for online Sports Betting, including those associated with the marketing services provided to the Tribe by Qualified Pari-mutuel Permitholders.

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. If the Patron is not satisfied after exhaustion of the procedures established in the Seminole Tribal Gaming Code, the Patron may submit an appeal of the dispute to the SCA. The SCA shall work with the Tribe to establish a process for the SCA to review appeals of such disputes, including submission of evidence and arguments by the Patron and the Tribe to the SCA. The decision of the SCA on such disputes shall be binding on the Tribe and Patron, provided the Tribe shall not be required to pay a Patron due to a game malfunction and

no payment shall exceed the actual amount of the prize available from the game that is the subject of the dispute.

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

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

D. Tort remedies for Patrons.

1. A Patron who claims to have been injured after the Effective Date while physically at one of the Tribe's Facilities listed in Part IV is required to provide written notice in the form of the Notice of Gaming Patron Tort Form to the Tribe's Risk Management Department, in a reasonable and timely manner, but in no event later than three (3) years after the date of the incident giving rise to the claimed injury, or the claim shall be forever barred. A Patron may obtain the Notice of Gaming Patron Tort Form from the Facility's website or upon written request made to the Tribe's Risk Management Department.

2. The Tribe, or its Insurer, shall have thirty (30) days from the date the Tribe's Risk Management Department receives the Notice of Gaming Patron Tort Form to respond to a claim made by a Patron. If the Tribe, or its Insurer, 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 Notice of Gaming Patron Tort Form to the Patron. The Notice of Gaming Patron Tort Form must include the address for the Tribe's Risk Management Department and provide notice of the Tribe's administrative procedures for addressing Patron tort claims, including notice of the relevant deadlines that may bar such claims if the Tribe's administrative procedures are not followed. It is the Patron's responsibility to complete the Notice of Gaming Patron Tort Form and forward the 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 the Notice of Gaming Patron Tort Form, 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 Notice of Gaming Patron Tort Form was submitted by or on behalf of the Patron and received by the Tribe's Risk Management Department, 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 ss. 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 s. 768.28(5), Florida Statutes. Section 768.28(8), Florida Statutes, as such provision may be amended from time to time by the Florida Legislature, applies to all tort claims of Patrons made pursuant to Section D of this Part. 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 Facility'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 Notice of Gaming Patron Tort 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 s. 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;
 - (c) The provisions of the federal Wire Act, 18 U.S.C. s. 1084, as such provision may be amended from time-to-time, and all other applicable federal laws with respect to the conduct of Sports Betting; and

- (d) The provisions of this Compact, including, but not limited to, the Tribe's standards and the Tribe's Rules and Regulations; and
2. Reasonable measures are taken to:
- (a) Assure the physical safety of Patrons, employees, and any other person while physically present in the Tribe's Facilities listed in Part IV;
 - (b) Prevent illegal activity at the Tribe's Facilities or with regard to the operation of Covered Games, including, but not limited to, the maintenance of employee procedures and a surveillance system;
 - (c) Prevent illegal activity associated with or involving all web applications and websites employed for Sports Betting;
 - (d) Ensure prompt notification is given to appropriate law enforcement authorities of persons who may be involved in illegal acts in accordance with applicable law;
 - (e) Ensure that the construction and maintenance of the Tribe's Facilities comply with the standards of the Florida Building Code, the provisions of which the Tribe has adopted as the Seminole Tribal Building Code; and
 - (f) 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 the existing memorandum of understanding between the Commission and the SCA which shall be amended as soon as practicable after the Effective Date of this Compact to incorporate all Covered Games, and which may be amended by the Commission and the SCA from time to time. Any such violations shall be reported immediately to the Commission by Facility management or by a Covered Game Employee, and the Commission shall notify the SCA as provided in the amended memorandum of understanding between the Commission and the SCA. In addition, the Commission shall promptly report to the SCA any such violations which it independently discovers.

C. In order to develop and foster a positive and effective relationship in the enforcement of 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 Commission and the SCA, prior to or during such meetings, shall disclose to each other any concerns, suspected activities, or pending matters reasonably believed to possibly constitute violations of this Compact or, if related to the terms of this Compact,

of chapters 546, 550, 551, Florida Statutes, or chapter 849, Florida Statutes, by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected. The provisions of this Subsection do not require the SCA to reveal any active criminal investigation or criminal intelligence information, as those terms are defined in s. 119.011, Florida Statutes, as such provision may be amended from time-to-time by the Florida Legislature.

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 the parties recognize 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 for, an annual independent audit of the conduct of Covered Games subject to this Compact. The audit shall:

1. Examine the Covered Games operated by the Tribe to assure compliance with the Tribe's Internal Control Policies and Procedures and any other standards, policies or procedures adopted by the Tribe, the Commission or the NIGC that 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. The SCA may continue the practice of providing information to the Office of Economic and Demographic Research, or any successor entities, for use in estimating gaming revenues pursuant to s. 216.136(3), Florida Statutes. Representatives of the SCA, including representatives of the coordinator of the Office of Economic and Demographic Research of the Florida Legislature, or any successor entities, 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, including the information specified in Section A.1 and A.2. 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, personnel of the SCA without prior notice shall have reasonable access to all public areas of the Facilities related to the conduct of Covered Games as provided herein.

1. While the Commission will act as the regulator of the Facilities, the SCA may review whether the Tribe's Facilities are in compliance with 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 sixteen (16) hours spread over two (2) consecutive days. The SCA may conduct inspections of more than sixteen (16) hours spread over those two (2) consecutive days, if the SCA determines that additional inspection hours are needed to address issues of substantial non-compliance, provided that the SCA provides the Tribe with written notification of the need for additional inspection hours and provides the Tribe with a written summary of the substantial non-compliance issues that need to be addressed during the additional inspection hours. There is an annual limit of One Thousand Six Hundred (1,600) hours for all random inspections and audit reviews. If the Tribe adds additional facilities, as provided in Part IV, Section D, the annual limit will be increased by Two Hundred Fifty (250) hours per additional facility. 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. The Tribe shall provide the SCA with a dedicated computer terminal at a Facility agreed to by the Tribe and the SCA by which SCA personnel will be able to access relevant electronic records.

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

(c) The Tribe shall have a separate compliance audit prepared for Sports Betting. The SCA may perform one annual review of the Tribe's compliance audit for Sports Betting.

(d) 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 the same for each Facility as well as to review internal controls and the records of violations for the same associated with Sports Betting.

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 unless an inspection has already begun in which case the inspection will be allowed to continue. No advance notice is required when the SCA inspection is limited to public areas of the Facility; however, representatives of the SCA shall provide notice and photographic identification to the Commission of their presence before beginning any such inspections.
6. Before the SCA personnel enter any nonpublic area of a Facility, they shall provide one (1) hour notice and photographic identification to the Commission. The SCA personnel shall be accompanied in nonpublic areas of the Facility by a Commission officer. Notice of at least one (1) hour by the SCA to

the Commission is required to assure that a Commission officer is available to accompany the SCA personnel at all times.

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 regarding suspected criminal wrongdoing involving the Commission.

F. 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.

G. Nothing herein shall be deemed to prevent the Tribe from entering into a management contract as defined in 25 C.F.R. s. 502.15, or issuing a license following the requirements of 25 C.F.R. s. 522.10; provided that the Tribe remains solely responsible for the operation of Covered Games. For purposes of 25 C.F.R. s. 522.10, the State agrees that the Tribe may license an entity to operate those Covered Games available to the Tribe if the Commission makes a finding that the entity is qualified based on an application and investigation similar to that required by s. 551.104(1), Florida Statutes,

and determines the entity would not be ineligible for a license based on the criteria in s. 551.107(5)-(6), Florida Statutes. The Tribe must provide the SCA sixty (60) calendar days prior written notice before it enters into an agreement with a management contractor or issues a license to a licensee, and shall only enter into a management contract with or issue a license to an entity that is licensed to conduct gaming by another state regulatory entity in the United States.

Part IX. JURISDICTION

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

Part X. LICENSING

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

Part XI. PAYMENTS TO THE STATE OF FLORIDA

A. The parties acknowledge and recognize that this Compact provides the Tribe with partial but significant additional substantial exclusivity and other valuable

consideration consistent with the goals of the 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, C, and E below ("Payments").

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.

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

1. 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 paragraphs (a) through (k) below (the "Percentage Revenue Share Amount").

For Slot Machines, Raffles and Drawings and New Games

- (a) Twelve percent (12%) of all amounts up to and including Two Billion Dollars (\$2,000,000,000) of Net Win received by the Tribe from the operation and play of Slot Machines, Raffles and Drawings and any new games permitted by the State, during each Revenue Sharing Cycle;

(b) Seventeen and one half percent (17.5%) of all amounts greater than Two Billion Dollars (\$2,000,000,000) up to and including Two Billion Five Hundred Million Dollars (\$2,500,000,000) of Net Win received by the Tribe from the operation and play of Slot Machines, Raffles and Drawings and any new games permitted by the State, during each Revenue Sharing Cycle;

(c) Twenty percent (20%) of all amounts greater than Two Billion Five Hundred Million Dollars (\$2,500,000,000) up to and including Three Billion Dollars (\$3,000,000,000) of Net Win received by the Tribe from the operation and play of Slot Machines, Raffles and Drawings and any new games permitted by the State, during each Revenue Sharing Cycle;

(d) Twenty-two and one-half percent (22.5%) 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 Slot Machines, Raffles and Drawings and any new games permitted by the State, during each Revenue Sharing Cycle; and

(e) Twenty-five percent (25%) of all amounts greater than Three Billion Five Hundred Million Dollars (\$3,500,000,000) of Net Win received by the Tribe from the operation and play of Slot Machines, Raffles and Drawings and any new games permitted by the State, during each Revenue Sharing Cycle;

For Table Games

(f) Fifteen percent (15%) of all amounts up to and including One Billion Dollars (\$1,000,000,000) of Net Win received by the Tribe from the operation and play of Table Games, during each Revenue Sharing Cycle;

(g) Seventeen and one half percent (17.5%) of all amounts greater than One Billion Dollars (\$1,000,000,000) up to and including One Billion Five Hundred Million Dollars (\$1,500,000,000) of Net Win received by the Tribe from the operation and play of Table Games, during each Revenue Sharing Cycle;

(h) Twenty-two and one-half percent (22.5%) of all amounts greater than One Billion Five Hundred Million Dollars (\$1,500,000,000) up to and including Two Billion Dollars (\$2,000,000,000) of Net Win received by the Tribe from the operation and play of Table Games, during each Revenue Sharing Cycle; and

(i) Twenty-five percent (25%) of all amounts greater than Two Billion Dollars (\$2,000,000,000) of Net Win received by the Tribe from the operation and play of Table Games, during each Revenue Sharing Cycle;
For Sports Betting

(j) Thirteen and three-quarter percent (13.75%) of Net Win received by the Tribe from the operation and play of Sports Betting, during each Revenue Sharing Cycle, excluding the Net Win received by the Tribe on all such wagering by Patrons who access the Tribe's wagering platform via

software that uses a brand of a Qualified Pari-mutuel Permitholder pursuant to Part III, Section CC.3; and

(k) Ten percent (10%) of Net Win received by the Tribe from the operation and play of Sports Betting, during each Revenue Sharing Cycle, on such wagering by Patrons who access the Tribe's wagering platform via software that uses a brand of a Qualified Pari-mutuel Permitholder pursuant to Part III, Section CC.3.

2. Monthly Payment of Revenue Share Payments

(a) On or before the fifteenth (15th) day of the month following each month of the 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 (8.333%) of the estimated Revenue Share Payment to be paid by the Tribe during such Revenue Sharing Cycle.

(b) The Tribe shall, on a quarterly basis, internally "true up" the calculation of the estimated Revenue Share Payment, based on the Tribe's quarterly, audited financial statements related to Covered Games, relative to the previous estimated Revenue Share Payment for the Revenue Sharing Cycle.

(c) The Tribe will make available to the State at the time of the quarterly true-up the basis for the calculation of the payment.

3. Payment Verification

- (a) (i) On or before the forty-fifth (45th) day after the third (3rd) month, sixth (6th) month, ninth (9th) month, and twelfth (12th) month of each Revenue Sharing Cycle, provided that the twelve (12) month period does not coincide with the Tribe's fiscal year end date as indicated in Section C.3.(b) of this Part, the Tribe will provide the State with an audit report by its independent auditors as to the annual Revenue Share calculation.
- (ii) For each quarter within any Revenue Sharing Cycle, the Tribe agrees to engage its independent auditors to conduct a review of the un-audited net revenue from Covered Games. On or before the one hundred twentieth (120th) day after the end of the Tribe's fiscal year, the Tribe agrees to require its independent auditors to provide an audit report with respect to Net Win for Covered Games and the related payment of the annual Revenue Share Payment for each Revenue Sharing Cycle to the SCA for State review.
- (b) If the twelfth (12th) month of the Revenue Sharing Cycle does not coincide with the Tribe's fiscal year, the Tribe agrees to require its independent auditors to deduct Net Win from Covered Games for any of the months that are outside of the Revenue Sharing Cycle and to include Net Win from Covered Games for those months which fall outside of the Tribe's audit period but fall within the Revenue Sharing Cycle, prior to issuing the audit report.

(c) 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 Payment for each Revenue Sharing Cycle or authorize the overpayment to be deducted from the next successive Monthly Payment or Payments.

4. Guaranteed Minimum Compact Term Payment

(a) The total Revenue Share Payments paid by the Tribe to the State pursuant to Section C.1 of this Part shall not be less than One Billion Five Hundred Million Dollars (\$1,500,000,000) by the end of the third (3rd) Revenue Sharing Cycle and Two Billion Five Hundred Million Dollars (\$2,500,000,000) by the end of the fifth (5th) Revenue Sharing Cycle.

(b) If the total Revenue Share Payments paid by the Tribe to the State pursuant Section C.1 of this Part is less than One Billion Five Hundred Million Dollars (\$1,500,000,000) by the end of the third (3rd) Revenue Sharing Cycle and/or less than Two Billion Five Hundred Million Dollars (\$2,500,000,000) by the end of the fifth (5th) Revenue Sharing Cycle, then the Tribe shall pay such shortfall to the State within thirty (30) calendar days after the last day of the third (3rd) and/or fifth (5th) Revenue Sharing Cycle, as applicable.

(c) Notwithstanding the foregoing, the Revenue Share Payments paid by the Tribe to the State pursuant to Section C.1 of this Part shall not be

less than Four Hundred Million Dollars (\$400,000,000) for any Revenue Sharing Cycle during the first five (5) years of this Compact.

(d) Upon the occurrence of certain events beyond the Tribe's control, including acts of God, war, terrorism, pandemic, fires, floods, or accidents causing closure for more than three (3) days, significant reduction in business for more than three (3) days, 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 Compact Term Payment described above shall be reduced pro rata to reflect the percentage of the total Net Win lost to the Tribe from the impacted Facility or Facilities.

(e) The Tribe's obligation to make the Guaranteed Minimum Compact Term Payment shall cease (i) if the State violates the Tribe's exclusivity and the State fails to cure such violation within 180 days after notice of such breach by the Tribe, or (ii) if the Tribe's authorization to conduct the Covered Games is invalidated, in whole or in part, as a result of a court decision; provided, if at any time the Tribe is not legally permitted to offer Sports Betting as described in this Compact, including to Patrons physically located in the State but not on Indian Lands, or the Tribe loses the exclusive right to offer Sports Betting as provided in Part XII, Sections A.3.(a) or B.1, then the Tribe's obligation to pay the full Guaranteed Minimum Compact Term Payment and the other minimum payments set forth in this Section shall be reduced by ten (10) percent.

D. The Annual Oversight Assessment, which shall not exceed Six Hundred Thousand Dollars (\$600,000) 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. Such assessment may be used by the State for the operation of the SCA. If the Tribe adds additional facilities, as provided in Part IV, Section D, the Annual Oversight Assessment will be increased by One Hundred Fifty Thousand Dollars (\$150,000) per year, indexed for inflation as determined by the Consumer Price Index, per additional facility. 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.

E. The Tribe shall make an annual donation to the Florida Council on Compulsive Gaming or to another provider from which the State procures services pursuant to section 551.118, Florida Statutes, as an assignee of the State in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) per Facility; provided that if a Facility operates less than three hundred sixty-five (365) days in a year, the amount of the annual donation as to such Facility will be calculated by dividing the number of days during the year that the Facility was open by three hundred sixty-five (365) and multiplying the result by Two Hundred Fifty Thousand Dollars (\$250,000).

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 claim, 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. GRANT OF EXCLUSIVITY; REDUCTION OF TRIBAL PAYMENTS
BECAUSE OF LOSS OF EXCLUSIVITY OR OTHER CHANGES IN FLORIDA LAW

The intent of this Part is to provide the Tribe with the right to operate Covered Games on an exclusive basis throughout the State, subject to the exceptions and provisions set forth below, without State-authorized competition from other persons, organizations, or entities offering Class III Gaming or Other Casino-Style Gaming.

A. 1. If, after January 1, 2021, Florida law is amended by action of the Florida Legislature or, except pursuant to Section A.3 of this Part, by an amendment adopted 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 January 1, 2021, other than as provided in Part XII, Section B.2, or (2) new forms of Class III Gaming or Other Casino-Style Gaming that were not in operation as of January 1, 2021, the Payments due to the State pursuant to Part XI, Sections C and E of this Compact shall cease when the newly authorized gaming begins to be offered for public or private use. Nothing in this provision limits the State's ability to invoke the dispute resolution process set forth in Part XIII to challenge the Tribe's claim that the State violated its exclusivity. The cessation of payments due to the State pursuant to Part XI,

Sections C and E of this Compact shall continue until such gaming is no longer operated, in which event the Payments shall resume.

2. If an 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 January 1, 2021, 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 C and E of this Compact into an escrow account to provide the Florida Legislature with the opportunity to pass legislation to reverse such decision or ruling. Nothing in this provision limits the State's ability to invoke the dispute resolution process set forth in Part XIII to challenge the Tribe's claim that the State violated its exclusivity. If the Florida Legislature fails to act or if such Class III Gaming or Other Casino-Style Gaming is not illegal and no longer operated after action by the Florida Legislature within fifteen (15) months after the Tribe's notice of such expanded gaming or, if the State challenges such claim using the dispute resolution process set forth in Part XIII, within twelve (12) months after the conclusion of the dispute resolution process, whichever is later, 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 C and E 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. Nothing herein shall be construed to grandfather or otherwise permit any violation of the Tribe's exclusivity that occurred prior to the Effective Date of this Compact, as

long as the Tribe provides notice to the State of such violation if the violation is known by the Tribe prior to the Effective Date.

3. If after January 1, 2021, the Florida Constitution is amended, without action by the Legislature, by an initiative pursuant to Article XI, s. 3 to authorize:

(a) Sports Betting, other than at a Tribal Facility as specified in this Compact, then the Tribe shall make payments to the State for all future Revenue Sharing Cycles based on the percentage payments set forth in Part XI, Section C but shall be permitted, when the newly authorized Sports Betting begins to be offered for public or private use, to reduce its payments due to the State on the Net Win on Covered Games by excluding Net Win from Sports Betting.

(b) Class III Gaming or Other Casino-Style Gaming, excluding Sports Betting and any form of online or remote gaming, at any location less than one hundred (100) miles on a straight line from a Tribal Facility, other than the relocation of a pari-mutuel license or permit which may be transferred, relocated, or moved pursuant to Part XII, Section B.2, then the Tribe shall make payments to the State for all future Revenue Sharing Cycles based on the percentage payments set forth in Part XI, Section C but shall be permitted, when the newly authorized expanded gaming begins to be offered for public or private use, to reduce its payments due to the State on the Net Win on Covered Games by excluding the Net Win (other than on Sports Betting) from any Facility within one hundred (100) miles of the new location where the Class III Gaming or Other Casino-

Style Gaming is offered. If the Florida Constitution is amended, without action by the Legislature, by an initiative pursuant to Article XI, s. 3 to authorize Class III Gaming or Other Casino-Style Gaming, excluding Sports Betting and any form of online or remote gaming, at any location more than one hundred (100) miles on a straight line from a Facility, the Tribe's exclusivity under this Part is not violated.

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

1. Any Class III Gaming or Other Casino-Style 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 January 1, 2021. However, if such tribe is permitted to offer Sports Betting to players physically located in the State but not on Indian Lands, then the Tribe shall make payments to the State for all future Revenue Sharing Cycles based on the percentage payments set forth in Part XI, Section C but shall be permitted, when the newly authorized Sports Betting begins to be offered for public or private use, to reduce its Revenue Share Payments due to the State by excluding twenty five (25) percent of its Net Win from Sports Betting, but Revenue Share Payments shall be calculated based on no less than ten (10) percent of Net Win received by the Tribe from the operation and play of Sports Betting during each Revenue Sharing Cycle, including the Net Win received by the Tribe on all such wagering by Patrons who access the Tribe's wagering

platform via software that uses a brand of a Qualified Pari-mutuel Permitholder pursuant to Part III, Section CC.3.

2. (a) 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 or at 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 Slot Machines without the Tribe's written consent to any location in a county other than Broward County or Miami-Dade County where the new location is within one hundred (100) miles on a straight line from any Facility, or without the Tribe's written consent to any location in either Broward County or Miami-Dade County where the new location is within fifteen (15) miles on a straight line from any Facility in Broward County. Scientific testing and evaluation of Slot Machines required by State law must be conducted by an Independent Testing Laboratory. Slot Machines may not offer games using tangible playing cards (e.g., paper or plastic), but may offer games using electronic or virtual cards.
- (b) If State law is changed to authorize the operation of more than two thousand (2,000) Slot Machines at any of the four (4) licensed pari-mutuel facilities in Broward County or the four (4) licensed pari-mutuel facilities in Miami-Dade County, which are authorized to operate Slot Machines, then the Tribe shall make payments to the State for all future Revenue

Sharing Cycles based on the percentage payments set forth in Part XI, Section C but shall be permitted, when the newly authorized expanded gaming begins to be offered, to reduce its payments due to the State on the Net Win by excluding fifty (50) percent of the Net Win received by the Tribe from the operation and play of Slot Machines at its Facilities in Broward County. The reduction of payments due to the State pursuant to Part XI, Section C and E of this Compact shall continue until State law is changed so that the maximum number of Slot Machines which may be operated at any of the four (4) licensed pari-mutuel facilities in Broward County or any of the four (4) licensed pari-mutuel facilities in Miami-Dade County is two thousand (2,000) or fewer Slot Machines at each location, in which event the Payments shall resume effective on the first (1st) day of the first (1st) calendar month after the State law restoring the limit of two thousand (2,000) Slot Machines per location becomes effective.

3. 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 Card Minders, both as defined in Part III, at each pari-mutuel facility licensed as of January 1, 2021, and not located in either Broward County or Miami-Dade County.
4. The operation of Pari-Mutuel Wagering Activities at pari-mutuel facilities licensed by the State.

5. The operation of poker at cardrooms licensed by the State, but not including any game banked by the house, a player or any other person or entity. Notwithstanding the foregoing, a poker game played in the designated player manner, as authorized by the State prior to the enactment of Article X, s. 30 of the Florida Constitution, where one player is permitted but not required to cover other players' wagers, shall not be considered a violation of the Tribe's exclusivity if the following restrictions are enacted in state law and implemented by rule, if appropriate, prior to, or within twelve (12) months following the Effective Date of this Compact: (a) each cardroom is restricted to offering only those specific designated player card games that were identified in cardroom license applications approved by the SCA on or before March 15, 2018, and any substantially similar poker games that were identified in cardroom license applications approved by the SCA on or before April 1, 2021; (b) no cardroom is permitted to offer more than (i) ten (10) designated player card tables, if the cardroom is located in a county where Slot Machines are operated, or (ii) thirty (30) designated player card tables, if the cardroom is not located in a county where Slot Machines are operated; (c) no cardroom operator has any direct economic interest in a designated player game except for the rake; and (d) no cardroom operator receives any portion of the designated player's winnings. Notwithstanding the foregoing, if the operation of all designated player card games ceases, then for so long as all such games remain out of operation, the Tribe agrees to increase each of the revenue share percentages set forth in Part XI, Section C.1 by one percent (1%).

6. The operation of Class III Gaming or Other Casino-Style Gaming, excluding Sports Betting or any form of online or remote gaming, at any location not less than one hundred (100) miles on a straight line from any Facility.

7. The operation by the Florida Department of Lottery of those types of lottery games authorized under chapter 24, Florida Statutes, including any technologic enhancements for lottery games, but not technologic enhancements that would allow (i) any player-activated or operated machine or device other than a Lottery Vending Machine such as video lottery terminals (VLTs), (ii) any banked or banking card or table game, (iii) any type of wagering on any professional sport or athletic event, any Olympic or international sports competition event, any collegiate sport or athletic event, or any motor vehicle race, or any portion of any of the foregoing, or (iv) any type of online or remote type of Class III Gaming or Other Casino-Style Gaming. A "player-activated or operated machine or device" does not include an electronic device connected via the Internet or otherwise to web applications or websites approved by or operated by the Florida Department of the Lottery which: (i) allows a player or user the ability to scan a play slip for a draw game for presentation to a lottery retailer to enable the player or user to purchase a paper ticket at a lottery retailer's physical location; (ii) communicates the winning numbers for draw lottery games to a player or user; or (iii) facilitates the purchase of a paper lottery ticket. 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 as described in Part III, Section R.2 may be installed at any licensed pari-mutuel facility.

8. Except as otherwise provided, the operation of games authorized by chapters 546 and 849, Florida Statutes, on January 1, 2021. In addition, hand-held or table-top bingo card minders may be used in connection with the play of bingo games authorized by s. 849.0931, Florida Statutes, as of January 1, 2021. Bingo card minders must require players to input manually each individual number or symbol announced by a live caller. Further, no bingo card minder may display or represent the game result through any means, including, but not limited to, video or mechanical reels or other slot machine or casino game themes, other than highlighting the winning numbers or symbols marked or covered on the tangible bingo cards or giving an audio alert that the player's card has a prize-winning pattern.

9. The operation of Fantasy Sports Contests.

10. The provision of marketing services by a Qualified Pari-mutuel Permitholder pursuant to a written agreement with the Tribe associated with the Tribe's operation of Sport Betting.

11. Expanded gaming conducted pursuant to an amendment to the Florida Constitution approved by an initiative pursuant to Article XI, s. 3 that is funded in whole or in part by the Tribe.

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 C and E 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 C and E 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 D of this Compact.

E. The Tribe acknowledges that the following event shall not trigger any remedy under this Compact and does not affect the exclusivity provisions of this Compact: Any change to the tax rate paid to the State by licensed pari-mutuel permitholders for the operation of Slot Machines as recognized by Section B.2 of this Part, if the effective tax rate on "slot machine revenues," as that term is defined in s. 551.102(13), Florida Statutes, is not less than thirty (30) percent; provided any such change is not enacted earlier than during the 2023 Regular Session of the Florida Legislature. If the effective tax rate of "slot machine revenue," as that term is defined in s. 551.102(13), Florida Statutes, falls below thirty (30) percent or a reduced tax is enacted prior to the 2023 Regular Session of the Florida Legislature, then the Tribe shall make payments to the State for all future Revenue Sharing Cycles based on the percentage payments set forth in Part XI, Section C but shall be permitted to exclude fifty (50) percent of the revenue generated by Slot Machines at its Facilities in Broward County until the tax rate is restored to its previous rate.

F. The Tribe agrees to work with the State in good faith to address possible violations of the Tribe's exclusivity.

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 shall be invoked:

A. A party asserting noncompliance or seeking an interpretation of this Compact first shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the asserting party's contention and any factual basis for the claim.

Representatives of the 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 certify 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 agreed to by the parties. The disputes available for resolution through mediation are limited to matters arising under the terms of this Compact. If the parties are unable to resolve a dispute through the process specified in Sections A, B, and C of this Part, notwithstanding any other provision of law, either party may bring an action in a United States District Court ("federal court") having venue regarding any dispute arising under this Compact. If the federal court declines to exercise jurisdiction, or federal precedent exists that holds that the federal court would not have jurisdiction over such a dispute, either party may bring the action in the appropriate court of the Seventeenth Judicial Circuit in Broward County, Florida. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought;

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

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, and shall be interpreted to ensure compliance with IGRA. 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, except as set forth below, if either Part XI or Part XII is held by a court of competent jurisdiction to be invalid, this Compact will become null and void at the option of either the Tribe or the State. If at any time the Tribe is not legally permitted to offer Sports Betting as described in this Compact, including to Patrons physically located in the State but not on Indian Lands, then the Compact will not become null and void, but the Tribe will be relieved of its obligation to pay the full Guaranteed Minimum Compact Term Payment, as explained in Part XI, Section C.4(e). However, Payments due to the State pursuant to Part XI, Sections C and E of this Compact shall continue.

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, including a duty to enforce the law against illegal activity, but only a remedy for the Tribe if gaming under state jurisdiction is expanded by affirmative action of the State.

C. This Compact, together with all documents referenced herein, sets forth the full and complete agreement of the Parties and subject to the terms hereof supersedes any prior oral or written understandings with respect to the subject matter hereof.

D. This Compact is intended to meet the requirements of the Indian Gaming Regulatory Act as of 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 forth 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 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 only 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.

E. 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.

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

G. 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 and the State shall work together to submit the Compact to the Secretary forthwith.

Part XV. NOTICES

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

The Governor

400 South Monroe Street
PL-05, The Capitol
Tallahassee, Florida 32301

General Counsel to the Governor

400 South Monroe Street
Room 209, The Capitol
Tallahassee, Florida 32301

Chairman

Seminole Tribe of Florida
6300 Stirling Road
Hollywood, Florida 33024

General Counsel to the Tribe

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

B. This Compact shall terminate on July 31, 2051.

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

Part XVIII. MISCELLANEOUS

A. The State and the Tribe agree to engage in good faith negotiations within thirty-six (36) months after the Effective Date of this Compact to consider an amendment to authorize the Tribe to offer all types of Covered Games online or via mobile devices to players physically located in the State, where such wagers made using a mobile device or online shall be deemed to take place exclusively where received at the location of the

servers or other devices used to conduct such wagering activity at a Facility on Indian Lands. Any dispute over whether a party has engaged in good faith negotiations under this Part shall not be subject to suit pursuant to Part XIII, and this Part is not a waiver of the State's sovereign immunity from suit over claims alleging the failure to negotiate in good faith, as recognized in *Seminole Tribe of Florida v. Florida*, 517 U.S. 44 (1996).

B. Except as set forth in Part XII, Section A.3(a), if the State permits any other person or entity to offer any form of online or remote gaming, then the Tribe shall be permitted to accept wagers on the same, specific form of gaming from players physically located within the State using mobile or other electronic devices and such wagers shall be deemed to take place exclusively where received at the location of the servers or other devices used to conduct such wagering activity at a Facility on Indian Lands. If the State revokes its permission to the person or entity to offer any form of online or remote gaming, then the Tribe's coextensive authorization in this Section is also revoked.

C. 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.

D. 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 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.

E. Smoking

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

1. Install and utilize a ventilation system at all new construction at its Facilities, which system exhausts tobacco smoke to the extent reasonably feasible under existing state-of-the-art technology;
2. Designate a smoke-free area for Covered Games at all new construction at its Facilities and at all of its new Facilities;
3. Install non-smoking, vented tables for Covered 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.

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

G. 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.

H. 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.

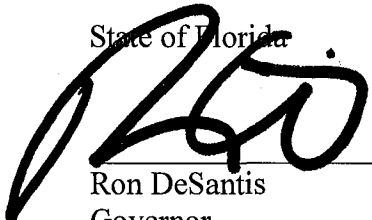
I. The Tribe shall, with respect to any Facility where Covered Games are played, adopt and comply with tribal requirements that meet the same minimum state requirements applicable to Florida businesses with respect to environmental and building standards, except for any standards concerning smoking in Section E of this Part.

Part XIX. EXECUTION

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

APPROVED:

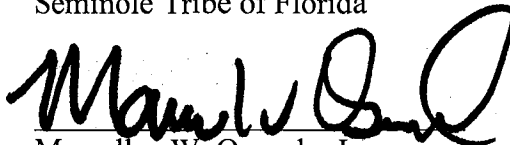
State of Florida



Ron DeSantis
Governor

Date: 23 April, 2021

Seminole Tribe of Florida



Marcellus W. Osceola, Jr.
Chairman of the Tribal Council

Date: 4/03/, 2021


**AMENDMENT TO THE 2021 GAMING COMPACT BETWEEN
THE SEMINOLE TRIBE OF FLORIDA
AND THE STATE OF FLORIDA**

The 2021 Gaming Compact Between the Seminole Tribe of Florida and the State of Florida ("Compact") was executed on April 23, 2021. The State of Florida ("State") and the Seminole Tribe of Florida ("Tribe") agree to the following amendments to the Compact:

1. Part XVIII.A is deleted in its entirety and replaced with "Reserved."
2. The Tribe agrees that it will not commence Sports Betting, as defined in Part III.CC, prior to October 15, 2021.

APPROVED:


State of Florida



Ron DeSantis
Governor

Date: MAY 17, 2021

Seminole Tribe of Florida



Marcellus W. Osceola, Jr.
Chairman of the Tribal Council

Date: May 17, 2021