

EXHIBIT 1

Tolling Agreement with Forum Selection Clause

TOLLING AGREEMENT

This Tolling Agreement (“the Agreement”) is made and entered into by and between the Miccosukee Tribe of Indians of Florida d/b/a Miccosukee Indian Gaming (“Miccosukee Tribe of Indians” or the “Insured”) and Great American Insurance Company (“Great American” or “Insurer”). The Insured and the Insurer are hereafter sometimes each referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Insurer issued commercial crime policies of insurance to the Insured, effective from October 1, 2014 to October 1, 2015 (Policy No. CRP 150-08-56-07); October 1, 2015 to October 1, 2017 (Policy No. CRP 150-08-56-08); and October 1, 2017 to October 1, 2019 (Policy No. CRP 150-08-56-09) (the “Policies”).

WHEREAS, the Policies, subject to their specific terms, exclusions, limitations, and conditions, insured against loss resulting directly from certain named perils that were discovered by the Miccosukee Tribe of Indians during the respective policy periods of each of the Policies.

WHEREAS, the Miccosukee Tribe of Indians alleges that it suffered a significant loss due to employee theft between 2011 and 2015 (the “Alleged Loss”).

WHEREAS, the Insured submitted a claim to Insurer for the Alleged Loss under the Policies (the “Claim”).

WHEREAS, Great American determined that the Alleged Loss was not covered under the Policies and denied the Claim. The Miccosukee Tribe of Indians has since retained coverage counsel to represent its rights in regards to the Claim. In order to avoid incurring litigation costs while the Parties attempt an amicable resolution of the Claim, the Parties desire to toll the statutory and contractual limitations periods applicable to the contractual dispute that has arisen between the parties as set forth below.

NOW, THEREFORE, in consideration for the actions and promises of each Party to this Tolling

Agreement, the Parties hereby agree as follows:

1. Term and Termination of Agreement. This Agreement shall be effective from August 12, 2022 (the "Effective Date") through the effective date of termination in accordance with the terms of this paragraph. This Agreement shall expire by its terms, unless renewed in writing, at midnight on September 26, 2022 (the "Termination Date").

2. Forbearance from Litigation. During the Effective Period (defined below), neither the Insured nor Insurer shall institute or prosecute any litigation, arbitration, or any other legal proceeding against any other Party relating to or arising out of insurance coverage with respect to the Alleged Loss and/or the Claim. Negotiations, including mediation, between the Parties shall not negate or otherwise violate the terms of this Agreement.

3. Tolling of Statutes of Limitations/Contractual Time Limitations. It is the intent of the Parties, and the intent of this Agreement, to preserve the status quo as of August 12, 2022, for a period of 45 days with respect to the statutory and contractual limitations periods applicable to any claim for breach of contract Miccosukee may assert under the Policies in connection with the Alleged Loss and the Claim. The Parties agree that all time limitations applicable to the commencement of litigation between the Parties in relation to any claim for breach of contract Miccosukee may assert under the Policies in connection with the Alleged Loss and the Claim, including but not limited to the contractual periods of limitation stated in the Policies, any applicable statutes of limitation, laches, waiver, estoppel, or other defenses that are based on the date on which litigation is commenced, shall be tolled from and including August 12, 2022 through the Termination Date. The period from August 12, 2022 through the Termination Date shall be the "Effective Period." Any defense, contention, argument, privilege, or legal right or duty that existed prior to the Effective Period will be preserved, completely and without limitation, and will

not be enhanced or diminished because of this Agreement. The Parties intend by this provision that neither the Insured nor the Insurer shall legally benefit in any way or be prejudiced in any way from the fact of entering into this Agreement except as expressly stated herein.

4. Non-Evidentiary. Except as necessary to enforce the terms of this Agreement, this Agreement and the negotiations leading up to it shall not be used in any litigation or proceeding as evidence of the respective rights, duties, or obligations of any of the Parties.

5. No Precedent. This Agreement shall not set any precedent with respect to legal or factual issues raised in any other claim, dispute, or litigation whether or not subject to this Agreement. This Agreement in no way affects the rights of any Party with respect to any other claims under the Policies.

6. Confidentiality. None of the Parties will disclose the existence or content of this Agreement to any third party other than re-insurers, regulators, legal counsel, adjusters, accountants, or brokers unless such disclosure is required to enforce any of the terms of this Agreement by Court intervention or is otherwise required by federal or state governmental authority, valid legal process, inquiry under oath, a court of competent jurisdiction, or any statute, law, rule or regulation.

7. Effect of This Agreement. The Parties acknowledge and agree that this Agreement shall in no way affect, waive, or limit any existing rights, policy conditions, or defenses of the Parties, other than as set forth in Paragraphs 2 and 3. All Parties reserve, and do not waive, all of their rights pursuant to the terms and conditions of the Policies or applicable law, whether or not mentioned herein. This Agreement is not intended to be an insurance policy interpretation or modification.

8. Non-Waiver of Great American's Position that the Relevant Claims Are Already Time-Barred. Miccosukee Tribe of Indians expressly acknowledges that Great American has taken the position, which Great American does not agree to waive, that Miccosukee Tribe of Indians discovered the Alleged Loss no later than May 28, 2015, and that, as a result, the applicable limitations period expired no later than May 28, 2020. This Agreement shall not be construed as a waiver of Great American's right to assert that any claims Miccosukee Tribe of Indians may assert in relation to the Alleged Loss or the Claim are barred because all such claims were already time-barred before the effective date of this Agreement. Nor shall this Agreement be construed as a waiver of any other defenses Great American may assert under the Policies, at law, or in equity, including but not limited to any defenses that are based on the timing of Miccosukee Tribe of Indians' discovery of the Alleged Loss, the timing of Miccosukee Tribe of Indians' provision of notice and proof of the Alleged Loss to Great American, or Miccosukee Tribe of Indians' failure to satisfy any other conditions under the Policies. Miccosukee Tribe of Indians acknowledges and agrees that this Agreement is not intended to revive any claims that were already time-barred before the effective date of this Agreement.

9. Notices. Notices forwarded to any Party pursuant to this Agreement shall be sent both by overnight mail AND by email, addressed as set forth below or to such other individuals as the Parties may subsequently designate in writing:

(A) If to Miccosukee Tribe of Indians:

Ms. Stephanie A. Giagnorio
Saxe Doernberger & Vita, P.C.
999 Vanderbilt Beach Rd, Suite 603
Naples, FL 34108
Email: sgiagnorio@sdvlaw.com

(B) If to the Insurer:

Michael A. Graziano

Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, NW, 1200
Washington, DC 20006
Email: mgraziano@eckertseamans.com

10. Each person signing this Agreement represents and warrants that he or she has the legal right, status, and authority to enter into this Agreement on behalf of the entity or entities for which he or she is signing.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument binding on the executing Parties. The transmission of a signed copy by facsimile or email of one Party to the other shall constitute a valid signature.

12. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any prior oral or written statements concerning the same subject matter are merged herein for all purposes and shall be of no force and effect.

13. This Agreement shall be construed in all respects as jointly drafted and shall not be construed in any way against any Party on the grounds that the Party was the drafter of this Agreement.

14. The Parties agree that any lawsuits arising out of this Agreement, the Alleged Loss, or the Claim shall be filed in the United States District Court for the Southern District of Florida, unless it lacks jurisdiction, in which case any such lawsuit shall be filed in the Circuit Court for Miami-Dade County.

15. The parties recognize that the Miccosukee Tribe of Indians of Florida, being a federally recognized Indian Tribe, is a sovereign entity dedicated to promoting the general welfare of its

tribal members and to conserving and developing its land and resources to secure for its members and their descendants the blessings of liberty and freedom. Nothing in the Agreement shall be construed to limit or diminish that sovereignty nor to abridge or waive any sovereign rights, privileges or immunities of the Miccosukee Tribe of Indians of Florida, its agencies, divisions, corporations, commercial enterprises (including Miccosukee Indian School, Miccosukee Indian Gaming, Miccosukee Resort and Convention Center, and Miccosukee Corporation) or their respective officers and representatives.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date hereinafter stated.

Dated:

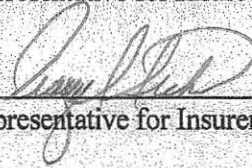
8/19/2022



Representative for Insured

Dated:

8/22/22



Representative for Insurer