

CONSENT FORFEITURE AGREEMENT

The United States of America and the World Triathlon Corporation, through the undersigned attorneys, hereby agree and stipulate as follows:

1. On or before May 8, 2015, the World Triathlon Corporation shall pay to the United States \$2,761,910 ("Lottery Proceeds"), representing the proceeds the World Triathlon Corporation earned from its operation of lotteries¹ since October 24, 2012.

2. The United States alleges that the Lottery Proceeds were derived from the operation of illegal lotteries, conducted in violation of Title 18, United States Code, Section 1955, and are therefore subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C).

3. The World Triathlon Corporation agrees not to contest that the Lottery Proceeds represent property which constitutes or is derived from proceeds traceable to violations of Title 18, United States Code, Section 1955, and that they are thus subject to forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), and it relinquishes any interest it might have in the Lottery Proceeds.

4. The World Triathlon Corporation consents to the civil forfeiture of the Lottery Proceeds, including the entry of a final judgment of forfeiture, and hereby waives any right to further notice of—or to contest—any judicial forfeiture proceeding against the Lottery Proceeds. The waiver to contest the forfeiture

¹ These lotteries include the "Ironman Lottery," the Ironman "Passport Club," the Ironman "Valentine's Day Lottery," and the Ironman "Gift of Kona drawing."

includes the waiver of any objection the World Triathlon Corporation may have to the forfeiture, including, but not limited to, any objection that the forfeiture was not noticed or commenced in a timely fashion or that it constitutes an excessive fine. All right, title and interest to the Lottery Proceeds shall be condemned, forfeited and vested in the United States, pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 18 U.S.C. § 1955, free from the claim of the World Triathlon Corporation.

5. The World Triathlon Corporation agrees to unconditionally release, hold harmless, acquit, and discharge the United States of America, the United States' agents and employees, and all law enforcement agencies from any and all claims, demands, causes of actions or suits, judgments, damages, losses of services, expenses of whatever kind and description, that might exist by reason of or arising out of the forfeiture of the Lottery Proceeds.

6. The United States Attorney's Office for the Middle District of Florida agrees not to bring criminal charges against the World Triathlon Corporation or its current or past shareholders, directors, officers, employees, or contractors—and to release, hold harmless, acquit, and discharge each such party from any civil liability—related to conduct² that is both: (1) known to the U.S. Attorney's Office for the Middle District of Florida at the time this agreement is executed and (2) related to the conduct giving rise to this agreement.

7. Neither World Triathlon Corporation's signing of this agreement nor its

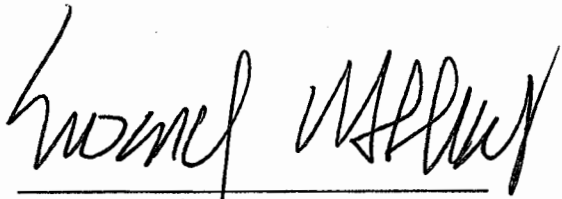
² Which conduct includes operation of the "Ironman Lottery" and the Ironman "Passport Club" since 1983, and the one-time operation of the Ironman "Valentine's Day Lottery" and the Ironman "Gift of Kona" drawing.

forfeiture of the Lottery Proceeds in any way constitutes an admission of criminal, civil or other wrongdoing.

8. The United States of America and the World Triathlon Corporation waive any and all claims or rights that they have or may have, pursuant to 28 U.S.C. § 2412 (the Equal Access to Justice Act) or otherwise, for attorneys' fees or other costs involving the Lottery Proceeds arising out of the forfeiture action, including the making of this agreement and the forfeiture detailed herein.

9. This agreement constitutes the final, entire, and exclusive expression of the parties' agreement relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, settlement proposals, negotiations, and representations, written or oral, between the parties.

DATED: May 5, 2015

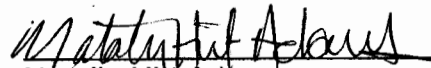


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