

**AGREEMENT TO AMEND APPENDIX F(1) AND APPENDIX F(2)**  
**BETWEEN THE [REDACTED] INDIAN COMMUNITY**  
**AND THE STATE OF ARIZONA**

Consistent with the Compact and A.R.S. § 5-601.02(C), the [REDACTED] Indian Community (the "Tribe") and the State of Arizona (the "State") hereby enter into the following Agreement to Amend Appendix F(1) and Appendix F(2) (the "Agreement") this [REDACTED] day of [REDACTED], 200[REDACTED].

**DECLARATION OF POLICY AND PURPOSE**

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign; and

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168 (the "Act") which requires a tribal-state compact negotiated between a tribe and a state in order to conduct Class III Gaming Activities on the Indian Lands of a tribe; and

WHEREAS, the Tribe and the State have entered into a tribal-state gaming compact pursuant to the Act and consistent with the provisions of Title 5, Chapter 6 of the Arizona Revised Statutes known as "The [REDACTED] Indian Community - State of Arizona Gaming Compact" (the "Compact"); and

WHEREAS, the Tribe and the State have entered into appendices to the Compact, including Appendix F(1) regarding blackjack and Appendix F(2) regarding poker; and

WHEREAS, the Tribe and the State desire to amend certain provisions of the last versions of Appendix F(1) and Appendix F(2) entered into between the parties;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State agree as follows:

**AGREEMENT**

1. The Tribe and the State agree to amend the following listed, and attached, provisions of Appendix F(1) and Appendix F(2):

- (A) Appendix F(1), Section III(F) – Blackjack Wagers; and
- (B) Appendix F(2), Section III(Y) – House Banked Poker Wagers.

The agreement upon amendments are as shown in attachment 1 to this agreement.

2. The deletions to Appendix language agreed upon by the Tribe and the State by operation of this document are shown in the attached Appendix provisions referenced in paragraph one (1) of this Agreement (which are incorporated herein by this reference) with a strikeout.

3. The additions to Appendix language agreed upon by the Tribe and the State by operation of this document are shown in the attached Appendix provisions referenced in paragraph one (1) of this Agreement by being placed in bold typeface and underlined.

4. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement and no other statement, agreement, or promise made by any party, officer, or agent of any party shall be valid or binding. The Tribe and the State do not agree, or intend, to amend any provisions of the appendices other than as specifically shown in the attachment to this Agreement, and Appendix F(1) and Appendix F(2), to include the newly amended provisions, shall remain in full force and effect following the date this Agreement is fully executed by both parties.

5. Each of the undersigned represents that he or she is duly authorized and has the authority to execute this agreement on behalf of the party for whom he or she is signing and that this Agreement is a contractual agreement which is valid, enforceable and binding upon the parties.

6. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States, and the Tribe and the State.

7. This Agreement shall become effective once it has been fully executed on behalf of both the Tribe and the State.

8. This Agreement is executed in two original documents; one shall be maintained by the Tribal Gaming Office of the Tribe, and one shall be maintained by the Arizona Department of Gaming.

9. The Tribe and the State have agreed to use the particular language in this Agreement, and no ambiguity in this Agreement shall be construed against either party. Terms in this Agreement that are not defined shall have the meaning given to them in the Compact.

10. The parties may renegotiate provisions of this Agreement pursuant to the Compact. This Agreement may be amended and modified only in writing in a document signed by the parties.

11. The Tribe and the State agree to incorporate herein all provisions of the Compact and its appendices which are not amended by operation of this Agreement, to include, among all the others, the dispute resolutions provisions in Section 15.

12. Each provision of this Agreement, and each appendix amendment effectuated by this Agreement, shall stand separate and independent of every other. If a court of competent jurisdiction finds any provision of this Agreement, or any appendix amendment effectuated by this Agreement, to be invalid or unenforceable, it is the intent of the parties that the remaining provisions and amendments shall remain in full force and effect to the extent possible.

**STATE GAMING AGENCY**

**TRIBAL GAMING OFFICE**

Paul Bullis, Director

\_\_\_\_\_, Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT 1  
Agreement to Amend Appendix F(1) and Appendix F(2)

**APPENDIX F(1)**

**III. BLACKJACK REQUIREMENTS**

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**F. Wagers.**

(1) No more than seven players shall be allowed to make wagers at any single blackjack table for any given hand.

(2) Wagers shall not exceed the limitations pursuant to Section 3 of the Compact. In any blackjack game, the ~~total combined amount of the initial wager and any additional, optional wager(s) placed by the patron shall not exceed the wagering limitation pursuant to Section 3 of the Compact~~ **maximum wager limit shall apply to any single wager that a player can make based on the approved rules of the game.** An additional optional wager in a blackjack game shall not alter the primary basis of the game from the Game of 21, and shall not require or introduce into the game any additional game or game play beyond the game of blackjack.

(3) All paper currency and coin (only US currency) shall be exchanged for chips or tokens by the dealer prior to a wager being made.

**APPENDIX F(2)**

**III. HOUSE BANKED POKER GAME REQUIREMENTS.**

\* \* \*

**Y. Wagers.**

(1) No more than ten players shall be allowed to make wagers at any single table used for house banked poker games for any given hand.

(2) Wagers shall not exceed totals allowed pursuant to Section 3(m)(3) of the Compact as follows: wager limits for house banked poker games shall not exceed \$250.00, except that the wager limits can be between \$250.00 and \$500.00 for, at most, ten (10) tables. Any house banked poker game table with a wager limit between \$250.00 and \$500.00 shall count against the ten (10) table limit set forth in Compact Section 3(m)(3)(A).

~~(3) For house banked poker games with wager limits of \$250.00 or less, the total combined amount of the initial wagers and any other wagers placed by the patron during the play of one hand may not exceed \$250.00. For house banked poker games with wager limits between \$250.00 and \$500.00, the total combined amount of the initial wagers and any other wagers placed by the patron during the play of one hand may not exceed \$500.00.~~

(43) The wager limits of \$250.00 and \$500.00 shall be adjusted pursuant to Section 3(m)(4) of the Compact.

(54) Wagers in a house banked poker game shall not alter the primary basis of the game from poker, and shall not require or introduce into the game any additional game or game play beyond the game of poker.

(65) All paper currency and coin (only US currency) shall be exchanged for chips or tokens by the dealer prior to a wager being made.

(76) The minimum and maximum wagers shall be conspicuously posted at each table.

(87) The Gaming Facility Operator, at its discretion, may change the minimum and/or maximum wagers at any table, provided that the players that are already playing at the table shall not be required to abide with the new minimum. Any player may choose to bet the new maximum.