

**RESOLUTION NO. 99 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION**

**A Resolution Authorizing Cliff Castle Casino to Execute an Order with
Everi Games Inc. for Gaming Devices**

WHEREAS: The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and

WHEREAS: The Council is authorized to “manage all tribal economic affairs and enterprises” and to “appropriate and regulate the use of tribal funds” as provided under Article V (i) and (k), respectively, of the Constitution; and

WHEREAS: The Council is responsible for approving contracts that exceed \$100,000 as provided under Section 302 of the Cliff Castle Casino Business Code, Title 36; and

WHEREAS: Cliff Castle Casino has an Equipment Lease/Purchase Agreement with Everi Games, Inc. under which the Casino can purchase gaming devices through a separate Order; and

WHEREAS: The Casino General Manager desires to test twelve (12) gaming devices from Everi Games, Inc. for a sixty (60) day free trial period and possibly purchase such devices at the end of the trial period for the total price of \$238,240.00, as set forth in the Order attached to this Resolution as Exhibit A; and

WHEREAS: The Order shall be funded from the Casino’s approved 2022 Capital Budget.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Cliff Castle Casino to execute an Order with Everi Games, Inc. for twelve (12) gaming devices for the total purchase price of \$238,240.00 as set forth in the Order attached to this Resolution as Exhibit A.

BE IT FINALLY RESOLVED that the Casino General Manager is hereby authorized to execute the above-referenced Order on behalf of the Cliff Castle Casino.


CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on June 15 2022, by a vote of 8 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Jon Huey, Chairman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Everi Games, Inc. Order
Twelve Gaming Devices



Game and Equipment Order

206 Wild Basin Road, Austin, TX 78746. Phone: 512-334-7500

POR#
97647

CUSTOMER ID
S05210

REQUESTED DELIVERY BY
August 15, 2022

DATE
June 07, 2022

Prepared for:

Cliff Castle Casino Hotel

Jurisdiction: Arizona C3 (Tribal), Class: 3

Cliff Castle Casino Hotel
555 Middle Verde Road
Camp Verde, AZ, 86322-8561
Attn: Ron Ingoglia, Director of Slot Operations
Phone: (928) 567-7982
Email: ringoglia@cliffcastlecasino.net

For any questions, please contact Kelly Mason at +1 5122989463 or kelly.mason@everi.com

ITEM	UNIT PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	TOTAL
Standard Mechanical Reels - Player Classic					
Cabinet : Player Classic	\$17,000.00	10%	\$15,300.00		
TopBox : 26" Video					
Topper : Apex U Topper					
Hardware Finish : Standard					
Laminate : None - N/A					
Bill Acceptor : (USD) MEI SC Advance w/Green Bezel					
Cash Cans : 2 Cash Can Per					
Voucher Printer : JCM GEN5					
Player Tracking : Aristocrat / Aristocrat Sentinel 3,5					
Tower Light : 2-Tier					
Locks : Shipping Locks					
Power Type : North America 110V (NEMA 5-15)					
	Cabinet Total				
	\$17,000.00	\$1,700.00	\$15,300.00	4	\$61,200.00
Games					
Black Diamond Deluxe	\$2,995.00		\$2,995.00	1	\$2,995.00
Black Diamond Deluxe 9L27C Denoms: 0.05;0.10;0.25;1.00;5.00 Payouts: 85%;88%;90%;92%;93%;94%;95%;96%;97%;98% Candle Color: Multi=White/White					
Cash Machine	\$2,995.00		\$2,995.00	1	\$2,995.00
Cash Machine 1L10C Denoms: 0.25;0.50;1.00;2.00;5.00;10.00;25.00;50.00;100.00 Payouts: 88%;90%;92%;93%;94%;95%;96%;97%;98% Candle Color: Multi=White/White					
Crystal Star Deluxe	\$2,995.00		\$2,995.00	1	\$2,995.00
Crystal Star Deluxe 9L45C Denoms: 0.05;0.10;0.25;1.00;5.00 Payouts: 85%;88%;90%;92%;93%;94%;95%;96%;97%;98% Candle Color: Multi=White/White					
Double Black Diamond	\$2,995.00		\$2,995.00	1	\$2,995.00
Double Black Diamond 9L CB Denoms: 0.05;0.10;0.25;0.50;1.00;2.00;5.00 Payouts: 85%;87%;88%;91%;92%;93%;94%;95%;96%;97% Candle Color: Multi=White/White					
Standard Video - Empire Flex					
Cabinet : Empire Flex	\$22,000.00	\$5,000.00	\$17,000.00		
Option : Standard Lights					
Topper : Apex Edge Topper					
Hardware Finish : Standard					
Laminate : None - N/A					
Bill Acceptor : (USD) MEI SC Advance w/Green Bezel					
Cash Cans : 2 Cash Can Per					
Voucher Printer : JCM GEN5					
Player Tracking : Aristocrat / Aristocrat Sentinel 3,5					
Tower Light : 2-Tier					



Game and Equipment Order

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Locks : Shipping Locks

Power Type : North America 110V (NEMA 5-15)

	Cabinet Total	\$22,000.00	\$5,000.00	\$17,000.00	8	\$136,000.00
Games						
Gold Hills Lucky Mule	\$2,995.00			\$2,995.00	2	\$5,990.00
Gold Hills Lucky Mule 1L500C Denoms: 0.01;0.02;0.03;0.05;0.10;0.20;0.25;0.50;1.00;2.00;5.00;10.00;25.00 Payouts: 85%;87%;89%;91%;92%;93%;94%;95%;96%;97% Candle Color: Multi=White/White						
Gold Hills Prospector Pete	\$2,995.00			\$2,995.00	2	\$5,990.00
Prospector Pete 1L500C Denoms: 0.01;0.02;0.03;0.05;0.10;0.20;0.25;0.50;1.00;2.00;5.00;10.00;25.00 Payouts: 85%;87%;89%;91%;92%;93%;94%;95%;96%;97% Candle Color: Multi=White/White						
Super Buffalo	\$2,995.00			\$2,995.00	2	\$5,990.00
Super Buffalo CB Denoms: 0.01;0.02;0.03;0.05;0.10;0.20;0.25;0.50;1.00;2.00;5.00 Payouts: 83%;85%;87%;89%;90%;91%;92%;93%;94%;95% Candle Color: Multi=White/White						
Super Dragon	\$2,995.00			\$2,995.00	2	\$5,990.00
MF_P_Super Dragon CB Denoms: 0.01;0.02;0.03;0.05;0.10;0.20;0.25;0.50;1.00;2.00;5.00 Payouts: 83%;85%;87%;89%;90%;91%;92%;93%;94%;95% Candle Color: Multi=White/White						
Additional Items						
C3 Server - Bank	\$2,995.00	100%		\$0.00	1	\$0.00
Software Versions: mLink 4.4 Includes a Security Enclosure						
16-Port Network Switch (C3)	\$500.00	100%		\$0.00	1	\$0.00
TOTAL						\$233,140.00
TAX (0%)						\$0.00
FREIGHT						\$5,100.00
GRAND TOTAL						\$238,240.00

**Actual sales tax will be billed at the time of shipment, and may vary from the estimate provided.

Terms:

This Game and Equipment Order (this "Order") will be effective as of the date last signed below and will be in accordance with the Equipment Lease/Purchase Agreement and Software License (the "Agreement") that Everi Games Inc. f/k/a Multimedia Games, Inc. ("Everi Games") and Cliff Castle Casino ("Customer") executed on or about February 18, 2015. Everi Games agrees to license to Customer, for use at Customer's Cliff Castle Casino Hotel (the "Casino"), for a 60-day trial period (the "Trial Period"), the above-described game themes (the "Games") and any other software contained within and associated with the above-described electronic gaming machines (the "Software"); and provide to Customer the above-described electronic gaming machines and associated equipment and accessories (the "EGMs"). The Trial Period shall begin on the date of installation and operation of the EGMs at the Casino (the "Installation Date").

During the Trial Period, Everi Games shall not charge Customer for the use of the Software or EGMs; provided, however, that, at the conclusion of the Trial Period, in accordance with the Agreement, Customer shall choose and comply with one of the following options:

- (1) license the Software and purchase the EGMs (the "Purchase Option"); or
- (2) cease operating the Software and EGMs and return them to Everi Games (the "Return Option").

If, at the end of the Trial Period, Customer shall not have exercised and complied with either of the options above, Customer shall be deemed to have chosen the Return Option.

If Customer chooses to exercise the Purchase Option, it shall:

- (a) notify Everi Games in writing in accordance with the Agreement of its intent to purchase (the "Notice of Purchase"); and



EVERI

206 Wild Basin Road, Austin, TX 78746. Phone: 512-334-7500

Game and Equipment Order

(b) pay, in full within 30 days of the date of the Notice of Purchase, the Grand Total stated above, plus any applicable taxes and other fees or charges (the "Purchase Price").

If Customer shall exercise and comply with the Purchase Option, upon Everi Games' receipt of Customer's Notice of Purchase: (i) title to the EGMs shall pass to Customer, subject to the security interest granted to Everi Games in the Agreement, as security for the agreed payment of the Purchase Price, free and clear of any lease, lien, claim, charge, or encumbrance; and (ii) the Games and Software shall be licensed to Customer, all in accordance with the Agreement.

For the first 180 days after the Installation Date, with respect to any Everi Games proprietary Game licensed to Customer pursuant to this Order that is in operation at the Casino, if the Game fails for a calendar month to perform at or above the house/section average for games of the same denomination, Customer may convert the Game to another available Everi Games proprietary Game at no additional cost. In order to provide an accurate in-revenue measure of the performance of the EGMs connected to Everi Games' TournEvent® System, before compiling the house/section average for such EGMs, Customer agrees to remove all performance data for days in the month on which tournaments are held on such EGMs. Customer may elect to make a conversion only once in each 90-day period following the Installation Date and must promptly return the replaced Game to Everi Games.

Conditions:

Customer understands, accepts, ratifies, and assumes the terms and conditions stated in the Agreement, which are incorporated by reference herein and which shall apply to this Order; provided, however, that, in the event of a conflict between the Agreement and this Order, the terms of this Order shall control. Capitalized words in this Order that are defined in the Agreement, unless otherwise indicated, shall have the same meaning as in the Agreement.

Subject to complying with all applicable laws, regulations, and licensing requirements and obtaining all required regulatory approvals, and notwithstanding anything to the contrary in the terms of this Order, the delivery date of the EGMs will be determined after the date on which this Order is signed by both Parties and return to the Party that first signed it. Equipment, Game choices, and other items listed above are subject to availability and all requisite approvals, and the Parties may make substitutions by mutual consent. Prices and fees stated in this Order do not include, and Customer agrees to pay, any fees, taxes, or licenses that may be required by governmental entities or other third parties that would require additional charges to Everi Games or to Customer. Unless Customer shall have provided Everi Games with required evidence of any applicable sales tax exemptions, sales tax will be added to the Grand Total, stated above, which will be billed at the time of invoice at the statutory rate in effect as of the date on which the transaction evidenced by this Order occurs for tax purposes, which may differ from any tax amount quoted above.

This Order remains valid for thirty (30) calendar days from the date stated at the top of this Order and is subject to the approval of Everi Games' business and compliance officers.

Customer

Everi Games Inc.

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Thank you for your business.

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