

THIS AGREEMENT MADE THIS 23rd DAY OF SEPTEMBER 2021.

BETWEEN:

Her Majesty the Queen in right of the Province of Saskatchewan, as represented by the Minister Responsible for the Liquor and Gaming Authority (the "Government")

AND:

The Federation of Sovereign Indigenous Nations, on its own behalf and on behalf of First Nation Bands and Tribal Councils in the Province of Saskatchewan (the "FSIN")

2021 AMENDING AGREEMENT

WHEREAS by Agreement dated June 11th, 2002 (hereinafter referred to as the "**2002 Framework Agreement**") between the Government and the FSIN, an arrangement was agreed upon to provide for the long-term stability of First Nations casinos in Saskatchewan within the parameters of the *Criminal Code*;

AND WHEREAS the 2002 Framework Agreement was amended by the 2004 Amending Agreement executed November 10th, 2004, the File Hills Qu'Appelle Tribal Council 2004 Amending Agreement executed January 13th, 2005, the 2007 Amending Agreement executed June 11th, 2007, the 2014 Amending Agreement executed May 21, 2014, the 2016 Amending Agreement executed August 22, 2016, and the 2017 Amending Agreement executed October 23, 2017 (collectively, the "**Amendment Agreements**");

AND WHEREAS on May 25, 2016, the Federation of Saskatchewan Indian Nations changed its name to the Federation of Sovereign Indigenous Nations;

AND WHEREAS the 2002 Framework Agreement and the Amendment Agreements are hereinafter collectively referred to as the "**Framework Agreement**";

AND WHEREAS the parties wish to make certain further amendments to the

Framework Agreement in particular in recognition of a new gaming venture resulting from evolutions in the gaming industry;

AND WHEREAS Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and Treaty rights of the aboriginal peoples of Canada;

AND WHEREAS it is the position of the FSIN and its members, without it being the intention of the Government to in any way confirm such position by this 2021 Amending Agreement, that they enjoy an existing inherent right of self-government, confirmed by the six Treaties in Saskatchewan, and have the necessary authority to enact laws on matters of concern to all First Nations in Saskatchewan based on an exercise of that right, including in relation to gaming.

NOW THEREFORE in consideration of the mutual agreements hereinafter contained, the Parties agree to amend the Framework Agreement, as follows:

1. Interpretation: Except as otherwise expressly provided in this 2021 Amending Agreement, the terms used herein shall have the meanings attributed to them in the Framework Agreement.

2. Amendments to Framework Agreement:

a. Part 1 Definitions and section 1.1 of the Framework Agreement is amended by adding or substituting the following defined terms:

1.1(k.1) "Games of Chance" means a lottery scheme (as defined by the *Criminal Code*) conducted and managed by the government of a province pursuant to subsection 207(1)(a) of the *Criminal Code*, but does not include a lottery scheme with respect to which an agreement is entered into pursuant to *The Interprovincial Lotteries Act, 1984*;

1.1(o.2) "Online Games " or "Online Gaming" means offering Games of Chance for play on a website or application accessible via computer, laptop or other personal communications device, by means of the

internet, cellular network or other electronic or other technology for facilitating communication, including but not limited to poker, casino games, keno and sports betting.

1.1(o.3) "Online Gaming Operating Agreement" means the operating agreement between SIGA and SGC relating to Online Gaming;

1.1(s) "SIGA" means Saskatchewan Indian Gaming Authority Inc., a body incorporated by the FSIN or its wholly owned subsidiaries;

1.1(x) "WCLC" means the Western Canada Lottery Corporation, a body corporate that operates lottery schemes pursuant to an agreement entered into by Government pursuant to *The Interprovincial Lotteries Act, 1984*.

- b. The following Part is added immediately after Part 3A:

PART 3B ONLINE GAMING

3B.1 The Parties agree to establish Online Gaming in Saskatchewan as a new gaming venture in accordance with this Part 3B.

3B.2 SGC is the proponent on behalf of the Government pursuant to this 2021 Amending Agreement for the purpose of fulfilling the conduct and management role for Online Gaming in Saskatchewan as required by the *Criminal Code*.

3B.3 SIGA will be the proponent on behalf of the FSIN pursuant to this Agreement for the purpose of providing operating and maintenance services relating to Online Gaming and the platform(s) through which Online Gaming is provided.

3B.4 The Parties agree that they will ensure that each proponent actively pursues the development, establishment and operation of Online Gaming

with diligence and in good faith during and throughout the period of exclusivity.

3B.5 All Online Gaming shall be operated in accordance with the Online Gaming Operating Agreement and subject to all policies and directives that may be approved by SLGA, as regulator, from time to time.

3B.6 Save and except in regards to those gaming types identified in section 3B.8, Government will make reasonable efforts with diligence and good faith to ensure that SIGA is the exclusive provider of Online Gaming for a period of five years, commencing from the date of this Amending Agreement.

3B.7 The Parties agree to review the terms of this 2021 Amending Agreement at the expiry of the five year period of exclusivity set out in section 3B.6 herein. This review shall commence 180 days before the expiry of the five year period.

3B.8 The Parties acknowledge that the following gaming is not subject to the exclusivity of SIGA for Online Gaming:

- a) gaming that is conducted and managed by charitable or religious organizations licensed under section 207(1)(b) of the *Criminal Code*, by either SLGA or a First Nation Gaming Licensing Authority, more particularly raffles as allowed by section 207(4.1) of the *Criminal Code* and raffle draws and bingo games broadcast by means of the Internet, or any other kind of electronic or other technology;
- b) WCLC single event sports betting products sold through in-person transactions at lottery kiosks at Lottery retailers; and
- c) WCLC lottery schemes authorized pursuant to an agreement entered into by Government pursuant to *The Interprovincial Lotteries Act, 1984* including the transition of current WCLC lottery schemes to online sales channels and future WCLC products that do not

substantially compete with Online Gaming offered pursuant to this 2021 Amending Agreement.

- c. The following Part is added immediately after Part 4:

PART 4A ONLINE GAMING REVENUE SHARING

4A.1 The annual net profits from Online Gaming provided pursuant to the Online Gaming Operating Agreement shall be calculated and accounted for separately and distinctly from revenues and profits relating to casinos which are calculated and distributed in accordance with Part 4 of this Agreement.

4A.2 The annual net profits from Online Gaming provided pursuant to the Online Gaming Operating Agreement shall be distributed as follows:

- i) 50% to the First Nations Trust; and
- ii) 50% to Government.

- d. The following Part is added immediately after Part 5:

PART 5A ONLINE GAMING FLOW OF FUNDS

5A.1 The Parties acknowledge that pursuant to the Online Gaming Operating Agreement all of the annual net profits from Online Gaming provided herein are to be paid in the first instance to SGC.

5A.2 With respect to the profits provided according to section 4A.2(i), and subject to section 5A.3 and subject to the necessary appropriations being available, the Government shall make grants as follows:

- a) The Government shall estimate the annual net profits of Online Gaming provided pursuant to the Online Gaming Operating Agreement for each fiscal year and may pay the estimated amount to the First Nations Trust pursuant to section 4A.2(i) for that fiscal year in quarterly payments;

- b) Following each fiscal year, the Government shall determine the actual net profits of Online Gaming provided pursuant to the Online Gaming Operating Agreement for that fiscal year, and shall either:
 - i) Pay any amounts due and owing for that fiscal year to the First Nations Trust; or
 - ii) Withhold any overpayment from future amounts to be paid to the First Nations Trust, or if unable to withhold, to collect in any other manner permitted by law.

The Parties agree that Government shall not have any obligations in relation to such grants except to the extent of the 50% of net profits actually received by it or SGC.

5A.3 The FSIN agrees that, with respect to any amounts which are required by the Online Gaming Operating Agreement to be paid to SGC and which are not received by SGC (the “withheld amounts”), the Government may apply the proportion of the withheld amounts which should have been paid to SGC for payment to Government in accordance with paragraph 5A.1 herein against and in satisfaction of amounts which are to be distributed to the First Nations Trust pursuant to subsection 4A.2(i).

- e) Section 16.2 in Part 16 is replaced by the following:

16.2 In the event that First Nations jurisdiction or authority to manage or control casinos or Online Gaming is recognized by Federal legislation or is finally determined by a Court of competent jurisdiction, either Party shall be entitled to terminate this Agreement by providing no less than ninety (90) days written notice to the other Party.

- 3. Ratification of Framework Agreement: Except as provided in this 2021 Amending Agreement, the terms and conditions of the Framework Agreement

shall continue in full force and effect and the Framework Agreement as amended herein is hereby ratified and affirmed by each of the Parties and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

4. General: Time, in all respects, shall remain of the essence. The section headings in this 2021 Amending Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this 2021 Amending Agreement or the Framework Agreement. This 2021 Amending Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. Counterparts: This 2021 Amending Agreement may be executed in counterparts and delivered by facsimile transmission or other means of electronic communication capable of producing a printed copy, each of which so executed and delivered shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
6. Governing Law: This 2021 Amending Agreement shall be interpreted according to and governed by the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the Parties have duly executed this 2021 Amending Agreement as of the date first above written.

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN

By: _____



THE FEDERATION OF SOVEREIGN
INDIGENOUS NATIONS

By: _____

