

THIS AGREEMENT MADE THIS 15th DAY OF JUNE, 2023.

BETWEEN:

His Majesty the King 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**”)

2023 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, the 2017 Amending Agreement executed October 23, 2017 and the 2021 Amending Agreement executed September 23, 2021 (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;

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 2023 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 2023 Amending Agreement, the terms used herein shall have the meanings attributed to them in the Framework Agreement.

2. Amendments to Framework Agreement:
 - a. Section 3.3 of the Framework Agreement is deleted and the following substituted therefore:

3.3 Subject to subsections 3.5(e), 3.6(d) and paragraph 3.6(c)(iv):

(a) the maximum number of SIGA casinos in the province is seven;

(b) the maximum number of slot machines that can be located at any one time at all SIGA casinos pursuant to this Agreement is 2,570.

- b. Section 4.1(a) of the Framework Agreement is deleted and the following substituted therefore:

4.1(a) the sum of \$1,500,000 shall be allocated to FNARF, through the First Nations Trust, for funding of FNARF's activities relating to problem gambling pursuant to Part 8. Commencing with the fiscal year in which the casino located on the reserve lands of the Whitecap Dakota First Nation opens for business, the allocation will increase to \$2,250,000. In the event the said casino operates for a portion of a fiscal year, the increase in the allocation will be prorated to that portion of the fiscal year. Commencing with the fiscal year 2022/2023, the allocation will increase to \$2,500,000. For the fiscal year 2022/2023, the Government will pay the increase in allocation of \$250,000 in the 2023/2024 fiscal year and include it in the reconciliation formula of actual 2022-23 casino net profits once they are available.

- c. The following Part is added immediately after Part 5A:

5B.1 The parties acknowledge that the gross revenues, less winnings, and less the entitlement of the site operator under section 9.5(a), from on reserve VLT sites provided in Part 9 herein are to be paid in the first instance to SLGA.

5B.2 With respect to the actual amounts paid in the first instance to SLGA pursuant to section 5B.1, the Government shall make grants as follows on a quarterly basis:

i) the amount payable pursuant to section 9.5(c)(ii) to the First Nation where the on reserve VLT site is located; and

ii) the amount payable pursuant to section 9.5(c)(iii) to the First Nations Trust.

The parties agree that Government shall not have any obligations in relation to such grants except to the extent of the amounts actually received by it or SLGA and payable in accordance with section 9.5.

- d. Section 9.3 of the Framework Agreement is deleted and the following substituted therefore:

9.3 Upon notice from the FSIN that it intends to propose one or more VLT sites pursuant to sections 9.1 and 9.2, the Government and the FSIN will negotiate in good faith a standard form VLT installation and operating agreement for such VLT sites that will ensure that the requirements of subsection 207(1)(a) of the Criminal Code are satisfied with respect to the conduct and management of the gaming operations, and which provides for consistency throughout Saskatchewan of provisions relating to VLT sites.

- e. Section 9.5 of the Framework Agreement is deleted, and the following substituted therefore:

9.5 The value of gross revenue, less winnings, from VLT sites established on reserves pursuant to Part 9 of the Agreement shall be treated as follows:

(a) 18 per cent to the site operator;

(b) Deduction of SLGA operating costs, including amortization, arising from the operation of the video lottery terminals at the VLT site;

(c) Any remainder after (a) and (b) are applied to be distributed as follows:

(i) 20 per cent to Government;

(ii) 20 per cent to the First Nation where the VLT site is located; and

(iii) 60 per cent to the First Nations Trust.

f. Section 9.6 of the Framework Agreement is deleted, and the following substituted therefore:

9.6 VLT sites established on reserves may not be located in casinos.

9.6.1 The VLT sites established on reserves will be managed and operated by SLGA in accordance with this Part 9 and consistent with the provincial VLT program.

9.6.2 The number of VLTs available for VLT sites under this Part 9 shall not exceed 50 VLTs.

g. The following Part is added immediately after Part 10:

PART 10A CAPACITY BUILDING FOR IGR REGULATORY AUTHORITY

10A.1 The Parties agree that the regulation of casino gaming in Saskatchewan should be essentially the same whether such casino gaming is conducted on or off reserve, except for such variations as are agreed to be necessary to meet special circumstances existing on reserves.

10A.2 In accordance with section 2.8 of this Agreement, the Parties agree to engage in further capacity building and associated delegation of regulatory authority to IGR beyond the licensing and regulation of charitable gaming and the registration of charitable gaming employees to include registration of gaming and non-gaming employees related to the operation of SIGA casinos, regulation related to the operation of gaming at SIGA casinos, and regulation related to the operation of on reserve VLT sites referenced in Part 9.

10A.3 Prior to the expansion of IGR's regulatory responsibilities in each area, IGR and Government (represented by SLGA) shall:

- a) Enter into a capacity building process related to the performance of the roles and responsibilities of a regulator in the expanded area;
- b) Enter into an agreement with SLGA with respect to the performance of the roles and responsibilities of IGR in the area of regulation.

10A.4 In accordance with section 2.8 and section 10A.3 of this Agreement, the Parties agree to discuss delegation of provincial regulatory authority over horse racing conducted on reserve to IGR.

3. Ratification of Framework Agreement: Except as provided in this 2023 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 2023 Amending Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this 2023 Amending Agreement or the Framework Agreement. This 2023 Amending Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. Counterparts: This 2023 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 2023 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 2023 Amending

