

THIS AGREEMENT MADE EFFECTIVE THE 11<sup>TH</sup> DAY OF JUNE, A.D., 2007.

BETWEEN:

**THE SASKATCHEWAN LIQUOR AND  
GAMING AUTHORITY (“SLGA”)**

OF THE FIRST PART

AND:

**SASKATCHEWAN INDIAN GAMING  
AUTHORITY INC. (“SIGA”)**

OF THE SECOND PART

**2007 AMENDING AGREEMENT TO 2002 CASINO OPERATING AGREEMENT**

WHEREAS by Agreement dated June 11<sup>th</sup>, 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 SLGA and SIGA negotiated a Casino Operating Agreement (the “2002 Casino Operating Agreement”), consistent with the requirements of the *Criminal Code* for the operation of casinos approved and established pursuant to the 2002 Framework Agreement;

AND WHEREAS the Parties wish to amend the 2002 Casino Operating Agreement in the manner set out in this Amending 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 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 foregoing and the terms and conditions and mutual covenants hereinafter set forth, the Parties agree to amend the 2002 Casino Operating Agreement as follows:

1. The Parties acknowledge that Saskatchewan Indian Gaming Licensing Inc. (“SIGL”) has changed its name to Indigenous Gaming Regulators Inc. (“IGR”) and therefore all references to “SIGL” are deleted and replaced with “IGR”.
2. Paragraph 1.1(d) is amended by adding the words “*and any other lawful gaming activities as may be agreed by the Parties from time to time*” after the words “and/or slot machines”.
3. The following article is added after article 2.5:

*“2.6 SIGA may raise for discussion and negotiation at any time, a proposal to permit the development of accommodation services and/or other services recognizing emerging developments in the industry in connection with a SIGA casino site operated pursuant to this Agreement. SIGA shall raise such matter by providing SLGA with reasonable notice in writing of its intention to do so, supported by appropriate documentation establishing a business case for the development of such services. The Parties will use best efforts to conclude discussion and negotiation within ninety (90) days of such notice.”*
4. The second sentence of article 6.2 is amended by adding the words “*and the authorized activities of Saskatchewan Gaming Corporation*” after the words “SIGA’s submissions”.

5. The first sentence of article 6.3 is amended by adding the words “*and the authorized activities of Saskatchewan Gaming Corporation*” after the words “SIGA’s comments”.

6. Article 6.4 is amended by:

- (a) deleting paragraph 6.4(b);
- (b) deleting from paragraph 6.4(d) the words “Compliance and” and “as the case may be”;
- (c) deleting from paragraph 6.4(e) the words “Compliance and”.

7. The following paragraph is added after paragraph 8.5(e):

*“8.5(f) approved forms of gaming in a Canadian context and/or emerging developments within the casino industry.”*

8. The first sentence of article 9.8 is deleted and the following substituted therefore:

*“In recognition of the fact that in each year SIGA will, through receipt of the amounts referred to in articles 9.2 and 9.3, be applying SMGGR towards Licensed Games Expenses, SIGA shall forward to SLGA from the Licensed Games Revenues:*

- a) within ninety (90) days following the end of each Fiscal Year, an amount equal to one-half of the Licensed Games Expenses; and*
- b) within one hundred and eighty (180) days following the end of each Fiscal Year, an amount equal to the remaining one-half of the Licensed Games Expenses,*

*as reimbursement to SLGA for such Licensed Games Expenses.”*

9. The first sentence of article 9.9 is deleted and the following substituted therefore:

*“SIGA shall forward to SLGA:*

- a) within ninety (90) days following the end of each Fiscal Year, an amount equal to one-half of the revenues from the Ancillary Services; and*
- b) within one hundred and eighty (180) days following the end of each Fiscal Year, an amount equal to the remaining one-half of the revenues from the Ancillary Services.”*

10. Article 9.11 is amended by deleting the number “120” from the second sentence and substituting the number “180” therefore.

11. The following article is added after Article 9.11:

**“9.12 Capital Reserve:**

*For Fiscal Year 2006/07, SIGA shall retain from its revenue that would otherwise be due to be remitted to SLGA, the amount of \$5,000,000 for use as a capital reserve. SIGA shall use these funds for the sole purpose of acquiring capital assets as approved by SLGA pursuant to article 8 and this use shall be monitored through SIGA’s regular reporting to SLGA. These funds shall be used solely for the acquisition of capital assets through the normal course of operations and shall not be used for the funding of new casino projects.”*

12. Article 11.4 is amended by deleting the word and number “ninety (90)” and substituting the word and number “*eighty (80)*” therefore.

13. The third sentence of article 14.4 is deleted and the following substituted therefore:

*“The Parties shall use best efforts to select and engage the independent third party with a view to having the independent assessment concluded by January 31, 2008.”*

14. The second sentence of clause 14.5(a) is deleted and the following substituted therefore:

*“The Joint Technical Team shall develop a strategy for completion of Phase I that, as far as reasonably possible, concludes Phase I within a six (6) month time frame. The Joint Technical Team shall use best efforts to submit its strategy for Phase I to the Steering Committee for approval within three (3) months of the completion of the independent assessment conducted pursuant to Article 14.4.”*

- 15. The second sentence of paragraph 14.5(b) is deleted and the following substituted therefore:

*“The Joint Technical Team shall develop a strategy for completion of Phase II that, as far as reasonably possible, concludes Phase II within a twelve (12) month time frame. The Joint Technical Team shall use best efforts to submit its strategy for Phase II to the Steering Committee for approval within three (3) months prior to the projected completion date for Phase I.”*

- 16. The first sentence of Article 32.2 is amended by adding the words “all reserves and” before the words “all gross gaming revenues”.

IN WITNESS WHEREOF, the Parties have affixed their seals by the hands of the proper officers on the same year and date set out above.

**THE SASKATCHEWAN LIQUOR AND GAMING  
AUTHORITY**

Per: *Paul Higgins*

**SASKATCHEWAN INDIAN GAMING AUTHORITY INC.**

Per: *[Signature]*

Per: *[Signature]*

