

AMENDMENT AGREEMENT

In respect of the

KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Senior Assistant Deputy Minister of the Department of Indian Affairs and Northern Development ("Canada");

AND:

THE KWANLIN DUN FIRST NATION

as represented by Chief Doris Bill ("KDFN");

AND:

THE GOVERNMENT OF YUKON

as represented by the Assistant Deputy Minister, Aboriginal Relations Division, Executive Council Office ("Yukon");

(the "Parties" to this Amendment Agreement).

WHEREAS:

- A. The Parties are also the parties to the Kwanlin Dun First Nation Final Agreement Implementation Plan ("KDFNFA Plan");
- B. Paragraph 7.1 of the KDFNFA Plan allows the Parties to amend the KDFNFA Plan by agreement at any time, and requires that that any such amendment be made in writing by the Parties;
- C. The Parties now wish to amend the KDFNFA Plan to reflect the outcome of recent negotiations regarding funding for the Ibex Renewable Resources Council;

NOW THEREFORE, the Parties agree that the KDFNFA Plan is amended as follows:

1. Paragraph 4.7 is deleted and replaced with the following:

4.7 Subject to any amendment of the KDFNFA Plan by the Parties, and subject to 4.9B, the Yukon shall pay \$144,657 (2014 constant dollars) per annum for the ten year period described in 4.8 to the Ibox Renewable Resources Council established pursuant to 16.6.0 of the KDFNFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.

2. Paragraph 4.8 is deleted and replaced with the following:

4.8 Subject to any amendment of the KDFNFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.7, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Ibox Renewable Resources Council for the ten year period running from April 1, 2014 to March 31, 2024, pursuant to 16.6.7 of the KDFNFA.

3. Immediately following paragraph 4.9 a new clause is added as follows:

4.9B Subject to any amendment of the KDFNFA Plan by the Parties, payment of the amount identified in 4.7 to the Ibox Renewable Resources Council shall be subject to annual approval pursuant to the annual budget review and approval process established in 16.6.7 of the KDFNFA. A carryover of 15% of the annual allocation will be permitted; any amount over this will be treated as surplus and will be recovered by Government. The funding arrangement established pursuant to 4.8 shall address the 15% carryover and process for recovery.

4. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of this Amending Agreement shall be deemed to be the date on which the last party signs.

Signed _____, on the 20th day of February, 2014

Her Majesty the Queen in right of Canada:



Joe Wild
Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Aboriginal Affairs and Northern Development Canada



Witness

Signed _____, on the 3 day of July, 2014

The Kwanlin Dun First Nation:



Doris Bill
Chief



Witness

Signed _____, on the ____ day of _____, 2014

The Government of Yukon:

Karyn Armour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office

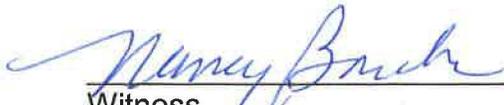
Witness

Signed _____, on the 20th day of February, 2014 5

Her Majesty the Queen in right of Canada:



Joe Wild
Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Aboriginal Affairs and Northern Development Canada



Witness

Signed _____, on the ____ day of _____, 2014

The Kwanlin Dun First Nation:

Doris Bill
Chief

Witness

Signed Whitehorse, on the 20 day of June, 2014

The Government of Yukon:



Karyn Armour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office



Witness