

AMENDMENT AGREEMENT

In respect of the

CHAMPAGNE AND AISHIHIK FIRST NATIONS 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 CHAMPAGNE AND AISHIHIK FIRST NATIONS

as represented by Chief James Allen ("CAFN");

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 Champagne and Aishihik First Nation Final Agreement Implementation Plan ("CAFA Plan");
- B. Paragraph 24 of the CAFA Plan allows the Parties to amend the CAFA 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 CAFA Plan to reflect the outcome of recent negotiations regarding funding for the Alsek Renewable Resources Council and Kluane National Park Management Board;

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

1. Paragraph 12 is deleted and replaced with the following:
 12. Subject to any amendment of the CAFA Plan by the Parties, and subject to paragraph 14B, the Yukon shall pay \$144,657 (2014 constant dollars) per annum for the ten year period described in paragraph 13 to the Renewable Resources Council established pursuant to 16.6.0 of the CAFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the UFA Implementation Plan (Appendix A).

2. Paragraph 13 is deleted and replaced with the following:
 13. Subject to any amendment of the CAFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in paragraph 12, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Renewable Resources Council for the ten year period running from April 1, 2014 to March 31, 2024, pursuant to 16.6.7 of the CAFA.

3. Immediately following paragraph 14 a new clause is added as follows:
 - 14B. Subject to any amendment of the CAFA Plan by the Parties, payment of the amount identified in paragraph 12 to the 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 CAFA. 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 paragraph 14 shall address the 15% carryover and process for recovery.

4. Paragraph 15 is deleted and replaced with the following:
 15. Subject to any amendment of the CAFA Plan by the Parties, and subject to paragraph 18B, Canada shall pay \$60,253 (2014 constant dollars) per annum to the Kluane National Park Management Board established pursuant to Chapter 10, Schedule A, 6.0 of the CAFA. This payment is in addition to the funding provided to the Kluane National Park Management Board in

paragraph 4.9 of the Kluane First Nation Final Agreement Implementation Plan, and will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the UFA Plan.

5. Paragraph 16 is deleted and replaced by the following:

16. Subject to any amendment of the CAFA Plan by the Parties, the payment by Canada to the Kluane National Park Management Board of the amount described in paragraph 15, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Kluane National Park Management Board for the ten year period running from April 1, 2014 to March 31, 2024, pursuant to 2.12.2.8 of the CAFA.

6. Immediately following paragraph 18 a new clause is added as follows:

18B. Subject to any amendment of the CAFA Plan by the Parties, payment of the amount identified in paragraph 15 to the Kluane National Park Management Board shall be subject to annual approval pursuant to the annual budget review and approval process established in 2.12.2.8 of the CAFA. 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 arrangements established pursuant to paragraph 17 shall address the 15% carryover and process for recovery.

7. 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, 2014⁵

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 20 day of _____, 2014

The Champagne and Aishihik First Nations:



James Allen
Chief



Witness

Signed HAINES JUNCTION on the 26 day of JUNE, 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 Champagne and Aishihik First Nations:

James Allen
Chief

Witness

Signed Whitehorse YT, on the 20 day of June, 2014

The Government of Yukon:



Karyn Armour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office



Witness