

AMENDMENT AGREEMENT

In respect of the

KLUANE 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 KLUANE FIRST NATION

as represented by Chief Math'ieya Alatini ("KFN");

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 Kluane First Nation Final Agreement Implementation Plan ("KFNFA Plan");
- B. Paragraph 7.1 of the KFNFA Plan allows the Parties to amend the KFNFA 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 KFNFA Plan to reflect the outcome of recent negotiations regarding funding for the Dän Keyi Renewable Resources Council and Kluane National Park Management Board;

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

1. Paragraph 4.6 is deleted and replaced with the following:

4.6 Subject to any amendment of the KFNFA Plan by the Parties, and subject to 4.8B, the Yukon shall pay \$144,657 (2014 constant dollars) per annum for the ten year period described in 4.7 to the Dän Keyi Renewable Resources Council established pursuant to 16.6.0 of the KFNFA. 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 4.7 is deleted and replaced with the following:

4.7 Subject to any amendment of the KFNFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.6, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Dän Keyi Renewable Resources Council for the ten year period running from April 1, 2014 to March 31, 2024, pursuant to 16.6.7 of the KFNFA.

3. Immediately following paragraph 4.8 a new clause is added as follows:

4.8B Subject to any amendment of the KFNFA Plan by the Parties, payment of the amount identified in 4.6 to the Dän Keyi 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 KFNFA. 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. Paragraph 4.9 is deleted and replaced with the following:

4.9 Subject to any amendment of the KFNFA Plan by the Parties, and subject to 4.12B, Canada shall pay \$28,371 (2014 constant dollars) per annum to the Kluane National Park Management Board established pursuant to Chapter 10, Schedule C, 6.0 of the KFNFA. This payment is in addition to the funding provided to the Kluane National Park Management Board in paragraph 15 of the Champagne and Aishihik First Nations Final Agreement Implementation Plan, and will be subject to annual adjustments in

the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.

5. Paragraph 4.10 is deleted and replaced by the following:

4.10 Subject to any amendment of the KFNFA Plan by the Parties, the payment by Canada to the Kluane National Park Management Board of the amount described in 4.9, 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 KFNFA.

6. Immediately following paragraph 4.12 a new clause is added as follows:

4.12B Subject to any amendment of the KFNFA Plan by the Parties, payment of the amount identified in 4.9 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 KFNFA. 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 4.11 shall address the 15% carryover and process for recovery.

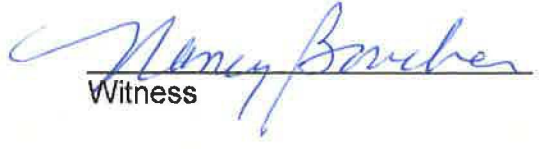
7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of this Amending Agreement shall be deemed to be the date on which the last party signs.

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 Burwash Landing, on the 19th day of June, 2014

The Kluane First Nation:



Math'ieya Alatini
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, 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 ____ day of _____, 2014

The Kluane First Nation:

Math'ieya Alatini
Chief

Witness

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

The Government of Yukon:



Karyn Armour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office



Witness