

## **AMENDMENT AGREEMENT**

**In respect of the**

### **CARCROSS/TAGISH 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 CARCROSS/TAGISH FIRST NATION**

as represented by Khà Shâde Hénì Danny Cresswell ("CTFN");

#### **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 Carcross/Tagish First Nation Final Agreement Implementation Plan ("CTFNFA Plan");
- B. Paragraph 7.1 of the CTFNFA Plan allows the Parties to amend the CTFNFA 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 CTFNFA Plan to reflect the outcome of recent negotiations regarding funding for the Carcross Renewable Resources Council;

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

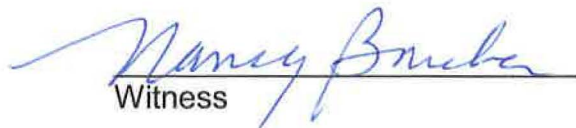
1. Paragraph 4.6 is deleted and replaced with the following:
  - 4.6 Subject to any amendment of the CTFNFA Plan by the Parties, and subject to 4.8B, the Yukon shall pay \$144,657 (2014 constant dollars) per annum for the ten year period described in 4.7 to the Carcross Renewable Resources Council established pursuant to 16.6.0 of the CTFNFA. 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 CTFNFA 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 Carcross Renewable Resources Council for the ten year period running from April 1, 2014 to March 31, 2024, pursuant to 16.6.7 of the CTFNFA.
3. Immediately following paragraph 4.8 a new clause is added as follows:
  - 4.8B Subject to any amendment of the CTFNFA Plan by the Parties, payment of the amount identified in 4.6 to the Carcross 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 CTFNFA. 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.

2013/04/20 10:00 AM

Signed \_\_\_\_\_, on the 20<sup>th</sup> day of February, 2014<sup>15</sup>

**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 Carcross/Tagish First Nation:**

\_\_\_\_\_  
Danny Cresswell  
Khà Shâde Hénì

\_\_\_\_\_  
Witness

Signed , on the 20 day of June, 2014

**The Government of Yukon:**

  
\_\_\_\_\_  
Karyn Armour  
Assistant Deputy Minister  
Aboriginal Relations Division  
Executive Council Office

  
\_\_\_\_\_  
Witness