

THIS INDENTURE made as of the 9th day of February, 1995.

AMONG:

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development

("Canada")

-and-

The Government of the Yukon Territory as represented by the Government Leader of the Yukon Territory

("the Yukon")

-and-

Council for Yukon Indians as represented by the Chair, on its own behalf and on behalf of all Yukon First Nations

("CYI")

(Canada, the Yukon and CYI collectively referred to as the "Settlers")

-and-

Gerald L. Couture, Jim Rear, Shirley Ford, David Dickson, Charles R. Stricker, J. Roger Alfred, Douglas Urquhart, Art Johns, Elizabeth J. Hofer, Bruce Charlie, James Close, Georgina Sydney, residents of the Yukon Territory

(the initial "Trustees")

W H E R E A S:

A. 27.2.0 of the Umbrella Final Agreement, requires Canada, the Yukon and the CYI to establish a fish and wildlife enhancement trust;

B. The parties have entered into this Indenture prior to the coming into force of Settlement Legislation to provide for the

creation of the Trust, to establish its terms and to define the rights and obligations of the Trustees;

C. 27.5.2 of the Umbrella Final Agreement, requires the Settlers to contribute their first payments to the Trust as soon as practicable after the effective date of Settlement Legislation;

D. This Indenture is the agreement described in 27.6.7 of the Umbrella Final Agreement;

NOW THEREFORE in consideration of the respective covenants and agreements of the parties herein contained, the parties hereby covenant and agree as follows:

1. DEFINITIONS

In this Indenture and in any instrument supplementary hereto, unless the context otherwise requires, the following expressions shall have the following meanings:

- (a) "Act" means a statute of Parliament and includes an ordinance of the Yukon;
- (b) "Adjusted Contribution" shall bear the meaning attributed to it in 27.1.0 of the Umbrella Final Agreement;
- (c) "Beneficial Uses" means the use of the Trust Property to restore, enhance and protect Fish and Wildlife populations and their habitat in the Yukon Territory so as to achieve the objectives of Chapter 16 of the Umbrella Final Agreement including initiating, sponsoring, funding, directing and carrying out measures to achieve those objectives;

- (d) "Council for Yukon Indians" or "CYI" includes any successor thereto and, in the absence of any successor, the Yukon First Nations;
- (e) "Fish" shall bear the meaning attributed to it in the Umbrella Final Agreement;
- (f) "Settlement Legislation" means the Act of Parliament and the Act of the Yukon Legislative Assembly described in 2.4.2 of the Umbrella Final Agreement;
- (g) "Trust" means the trust created by this Indenture;
- (h) "Trustee" means any one of the Trustees;
- (i) "Trustees" means the individuals from time to time acting as trustees hereunder;
- (j) "Trust Property" means all property, whether real, personal, corporeal or incorporeal that is subject to the Trust, including the property described in section 5.1;
- (k) "Umbrella Final Agreement" means the Umbrella Final Agreement signed on May 29, 1993 by representatives of Canada, the Yukon and the CYI, including any amendments made to it from time to time;
- (l) "Wildlife" shall bear the meaning attributed to it in the Umbrella Final Agreement;

(m) "Yukon First Nation" means any one of the following:

Carcross-Tagish First Nation;
 Champagne and Aishihik First Nations;
 Dawson First Nation;
 First Nation of Nacho Nyak Dun;
 Kluane Tribal Council;
 Kwanlin Dun First Nation;
 Liard First Nation;
 Little Salmon - Carmacks First Nation;
 Ross River Dena Council;
 Selkirk First Nation;
 Ta'an Kwach'an Council;
 Teslin Tlingit Council;
 Vuntut Gwitchin First Nation; and
 White River First Nation.

2. NAME OF TRUST

2.1 The name of the Trust is the Yukon Fish and Wildlife Enhancement Trust.

3. SETTLEMENT

3.1 Canada agrees to transfer to the Trustees:

(a) as soon as practicable after the effective date of Settlement Legislation, a sum equal to one-quarter ($\frac{1}{4}$) of the Adjusted Contribution as required to be paid by Canada pursuant to 27.5.1.1 and 27.5.2 of the Umbrella Final Agreement; and

(b) on each of the first, second and third anniversary dates of the effective date of

Settlement Legislation, a sum equal to one-quarter ($\frac{1}{4}$) of the Adjusted Contribution as required to be paid by Canada pursuant to 27.5.1 and 27.5.3 of the Umbrella Final Agreement.

3.2 The payment of each of the sums referred to in 3.1 is subject to there being an appropriation by Parliament for that particular purpose in the fiscal year in which the sum becomes due for payment.

3.3 The Yukon agrees to transfer to the Trustees:

- (a) as soon as practicable after the effective date of Settlement Legislation, a sum equal to one-quarter ($\frac{1}{4}$) of the Adjusted Contribution as required to be paid by the Yukon pursuant to 27.5.1.2 and 27.5.2 of the Umbrella Final Agreement; and
- (b) on each of the first, second and third anniversary dates of the effective date of Settlement Legislation, a sum equal to one-quarter ($\frac{1}{4}$) of the Adjusted Contribution as required to be paid by the Yukon pursuant to 27.5.1.1 and 27.5.3 of the Umbrella Final Agreement.

3.4 The payment of each of the sums referred to in section 3.3 is subject to there being an appropriation by the Yukon Legislative Assembly for that particular purpose in the fiscal year in which the sum becomes due for payment.

3.5 The CYI agrees to transfer to the Trustees:

- (a) as soon as practicable after the effective date of Settlement Legislation, a sum equal to ten per cent (10%) of the Adjusted Contribution as required to be paid by the CYI pursuant to 27.5.1.3(a) and 27.5.2 of the Umbrella Final Agreement;
- (b) on the first anniversary date of the effective date of Settlement Legislation, a sum equal to twenty per cent (20%) of the Adjusted Contribution as required to be paid by the CYI pursuant to 27.5.1.3 (b) and 27.5.3 of the Umbrella Final Agreement; and
- (c) on each of the second and third anniversary dates of the effective date of Settlement Legislation, a sum equal to thirty-five per cent (35%) of the Adjusted Contribution as required to be paid by the CYI pursuant to 27.5.1.3(c) and 27.5.3 of the Umbrella Final Agreement.

4. TRUSTEES

4.1 There shall be 12 Trustees appointed and acting hereunder, six of whom shall be appointed by the Yukon and six of whom shall be appointed by the CYI. The initial Trustees, who are the intended nominees of the Yukon or the CYI, as the case may be, to the "Fish and Wildlife Management Board" to be established pursuant to, and referred to in, 16.7.1 of the Umbrella Final Agreement, are:

- (a) Gerald L. Couture - Appointee of Yukon;
- (b) Jim Rear - Appointee of CYI;

- (c) Shirley Ford - Appointee of Yukon;
- (d) David Dickson - Appointee of CYI;
- (e) Charles R. Stricker - Appointee of Yukon;
- (f) J. Roger Alfred - Appointee of CYI;
- (g) Douglas Urquhart - Appointee of Yukon;
- (h) Art Johns - Appointee of CYI;
- (i) Elizabeth J. Hofer - Appointee of Yukon;
- (j) Bruce Charlie - Appointee of CYI;
- (k) James Close - Appointee of Yukon;
- (l) Georgina Sydney - Appointee of CYI;

4.2 The Trustees shall maintain a current register stating the names of the Trustees from time to time with the signature of each Trustee thereon and any person dealing with the Trustees shall be entitled to rely upon the register as sufficient evidence that the persons named therein are the duly constituted Trustees for the time being.

4.3 Any Trustee may be removed from office at any time at the discretion of the party appointing such Trustee provided that no person shall be appointed or remain as a Trustee if to do so would cause the composition of Trustees to be inconsistent with 27.3.1 of the Umbrella Final Agreement.

4.4 In the event that any one of the Trustees should, prior to the establishment of the "Fish and Wildlife Management Board" referred to in 16.7.1 of the Umbrella Final Agreement, cease to be a Trustee for any reason or be unable to act or continue to act or shall resign as a Trustee or shall be removed as a Trustee, the party appointing such Trustee shall, to fill such vacancy, appoint in writing that person who the party intends to nominate to such board in replacement of its intended nomination of such Trustee to such board.

4.5 In the event that any one of the Trustees should, after establishment of the "Fish and Wildlife Management Board" referred to in 16.7.1 of the Umbrella Final Agreement, cease to be a Trustee for any reason or be unable to act or continue to act or shall resign as a Trustee or shall be removed as a Trustee, the party appointing such Trustee, in conformity with section 27.3.1 of the Umbrella Final Agreement, shall appoint in writing a person to fill such vacancy.

4.6 Every person that ceases to be a Trustee shall execute all transfers and do all acts or things that may be necessary for vesting the Trust Property in the new or continuing Trustees.

4.7 Any person who becomes a Trustee shall upon appointment and upon his execution of a counterpart of this Indenture be vested with all the trusts, powers, authorities, duties and obligations herein contained, along with the remaining or continuing Trustees without further assignment, transfer or conveyance of any kind or any order of any court or tribunal whatsoever.

4.8 A Trustee may at any time resign upon thirty (30) days notice in writing to the party appointing such Trustee or upon such shorter notice as that party shall accept as sufficient.

4.9 A Trustee may with the prior written consent of the party appointing him by power of attorney delegate to any persons the execution of all or any powers and discretion vested in him as a Trustee. The power of attorney may be revoked at any time by the donor of the power of attorney or the party appointing such donor.

4.10 A Trustee cannot delegate the power of delegation.

4.11 The Trustees by joining in the execution of this Indenture signify their acceptance of the duties and obligations contained herein, and imposed by law, and agree to observe and carry out the same according to the terms and conditions hereof.

5. TRUST PROPERTY

5.1 Trust Property includes the monies settled upon the Trust and such additional monies which any of the Settlers or any person may contribute to the Trust, including monies realised upon a sale or other disposition referred to in section 8.1.2, and any other property whether real, personal, corporeal or incorporeal, which any person may at any time and from time to time, give or transfer to the Trust, and any income earned by the Trust Property. For the purposes of this section 5.1 the word "person" includes an individual, partnership, unincorporated organization, trust, body corporate and an individual in his capacity as trustee, heir, executor, administrator or other legal representative.

6. OBJECTS OF TRUST

6.1 The objects of the Trust are to restore, enhance and protect Fish and Wildlife populations and their habitat in the Yukon in accordance with the Beneficial Uses and, until the Trust Property has been completely expended, to pay any amount or amounts, whether income or capital, of the Trust Property on Beneficial Uses.

7. ADMINISTRATION OF THE TRUST

7.1 The Trustees shall, and they hereby agree, to hold the Trust Property in trust and to manage and administer it as follows:

- 7.1.1 the unanimous agreement of all Trustees shall be required for the transaction of business;
- 7.1.2 subject to section 7.1.4 all monies constituting the Trust Property shall be deposited into a bank account or accounts under the name of the Trust with a bank or banks listed in Schedule I to the Bank Act (Canada);
- 7.1.3 the bank account shall provide that any funds to be withdrawn from the account be withdrawn on the signature of any two Trustees;
- 7.1.4 to invest and keep invested the Trust Property in any of the following, but not otherwise:
 - 7.1.4.1 securities that are obligations of or guaranteed by Canada, a province or a territory;
 - 7.1.4.2 fixed deposits, notes, certificates, and other short term paper of or guaranteed by a bank listed in Schedule I to the Bank Act (Canada), which may include swapped deposit transactions and currencies of the United States;

7.1.5 to pay any and all expenses incurred or payable in respect of the management and administration of the Trust;

7.1.6 to accumulate any income derived from the Trust Property, and not paid pursuant to sections 6.1 or 7.1.5, and add such income to the capital of the Trust Property.

8. POWERS AND AUTHORITIES OF TRUSTEES

8.1 General Powers. Without in any way limiting or derogating from the powers, authorities, discretion and immunities otherwise howsoever available to the Trustees, whether under any statute, at law, in equity or otherwise, but subject always to section 7.1, the Trustees hereunder shall have and be vested with the powers, authorities, discretion and immunities as follows:

8.1.1 Invest. The Trustees may invest or reinvest the Trust Property as directed in section 7.1.4;

8.1.2 Sell. The Trustees may sell whether by public or private sale or with or without notice, assign, transfer, convey, or otherwise dispose of for cash the Trust Property or any part thereof at any time or from time to time as the Trustees think fit;

8.1.3 Insurance. The Trustees may purchase and pay the premiums on policies of insurance against fire, other casualty or public liability or any other insurance that the Trustees deem necessary;

8.1.4 Execution of Documents. Any two of the Trustees may execute and deliver agreements, assignments, bills of sale, contracts, deeds, notes, powers of attorney, receipts, and any and all other instruments in writing necessary or appropriate in the opinion of the Trustees for the settlement or administration of the Trust, and to execute any such instrument without warranty by or without recourse to the Trustees;

8.1.5 Bank Accounts. The Trustees may open and operate such bank account or bank accounts as may be expedient in the opinion of the Trustees and may deposit any cash balances in the hands of the Trustees at any time in any bank listed in Schedule I to the Bank Act (Canada) and, for the purposes of the Trust, to draw, make, endorse, deposit, or deal in cheques, bills of exchange, promissory notes, drafts, or any other mercantile, commercial or security documents of any nature or kind, and to enter into contracts or agreements of any nature or kind, and for such purposes the signature of the Trustees as Trustees, and not in their personal capacity, shall be valid and binding upon the Trust, and all such forms as may be required to open bank accounts, operate same and related matters, shall be completed in the required manner and on the forms required by such bank account;

8.1.6 Employ Agents. The Trustees may employ and compensate agents, accountants, solicitors, brokers and other assistants and advisers

deemed by them to be helpful, for the proper settlement or administration of the Trust, and to do so without any liability for any neglect, omission, misconduct, or default of any such employed person, provided such persons were selected and retained with reasonable care;

8.1.7 Institute Proceedings. The Trustees may institute, prosecute and defend any suits or actions or other proceedings affecting them or the Trust Property or any part thereof, to compromise or settle any matter of difference or to submit any such matters to arbitration, to compromise or compound any debts owing to or by the Trust upon evidence that to them shall seem sufficient;

8.1.8 Elections. The Trustees may make, or refrain from making, in their absolute discretion, any election or elections, any determination or determinations, and any designations permitted by any statute, regulation, order or rule enacted by the Parliament or Government of Canada, by the Legislature or Government of any Province or Territory of Canada, or by any other legislative or governmental body of any other country, province, state or territory, and such exercise of discretion by the Trustees shall be conclusive and binding;

8.1.9 Judgment of Trustees. Provided the Trustees acted in good faith in the exercise of any powers, authorities, discretion and immunities vested in the Trustees, their judgment shall

be final and conclusive upon all interested parties, and no person dealing with them shall be charged any duty to inquire into the propriety of their actions;

8.1.10 Registration. The Trustees shall take whatever steps may be necessary to register the Trust as a charity under the Income Tax Act (Canada).

9. EXPENSES

9.1 It shall be lawful for the Trustees to reimburse themselves or pay or discharge out of the Trust Property all expenses incurred in or about the performance of their duties in conformity with the payment of such expenses to members of the public service of the Yukon pursuant to any regulations or Yukon policy directive in force from time to time.

9.2 The Trustees shall not be remunerated for their care, pains and trouble, nor for their time expended, in or about the performance of their duties hereunder.

10. GENERAL

10.1 Liability of the Trustees. A Trustee shall not be responsible for:

- (a) the acts or defaults of another Trustee; nor
- (b) any error in judgment, or act of omission or commission, not amounting to negligence, misconduct or actual fraud in the management and administration of the Trust Property.

10.2 Variation or Termination. The Trustees may vary or terminate this Indenture after consultation with the

Settlors, provided however, that notwithstanding a variation the Trust Property shall remain dedicated to the Beneficial Uses. Upon termination the Trust Property shall be transferred to a qualified donee as defined in the Income Tax Act (Canada).

10.3 Information to Revenue Canada. The Trustees shall maintain and make available to Revenue Canada the following information:

- (a) records and books of accounts in accordance with section 230(2) of the Income Tax Act (Canada);
- (b) all records of donations received for which a donation receipt is issued, and copies of the receipts;
- (c) all information requested in the Registered Charity Information Return and Public Information Return.

10.4 Audited Statements. The Trustees shall have the accounts of the Trust for each fiscal year audited by an auditor duly qualified and such auditor shall be appointed by the Trustees and the Trustees shall cause the auditor to report to and submit to the Trustees and to the Yukon, Canada and CYI, an audited balance sheet, income statement, statement of retained earnings and statement of changes in financial position, setting forth in each case in comparative form figures for the corresponding period in the preceding fiscal year, presenting fairly the financial position, results of operations, or changes in financial position and prepared on a consistent basis in

accordance with Canadian generally accepted accounting principles.

10.4.1 Generally Accepted Accounting Principles. Except as otherwise expressly provided herein, all accounting terms used herein and not expressly defined shall have the meanings assigned to such terms in accordance with Canadian generally accepted accounting principles, and the term "Canadian generally accepted accounting principles", for the purpose of this Indenture, shall mean the accounting principles as are generally accepted at the time and where the handbook, as amended from time to time, published by the Canadian Institute of Chartered Accountants includes a relevant statement of a principle or a guideline of accounting such statement shall be considered conclusively a generally accepted accounting principle.

10.5 Record Keeping. The Trustees shall maintain a minute book for the Trust which shall include the following:

- (a) the executed Indenture;
- (b) a copy of all settlement cheques;
- (c) the minutes of all meetings of the Trustees;
- (d) copies of any agreements which the Trustees enter into; and
- (e) financial statements.

10.6 Applicable Law. This Trust shall be interpreted according to the laws of the Yukon Territory and the laws of Canada applicable thereto.

10.7 Headings. The headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture.

10.8 Extended Meanings. Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa.

10.9 Counterparts. Subject to section 10.2 this Indenture may be executed in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10.10 Entire Agreement. Subject to section 10.2, this Indenture constitutes the entire agreement between the parties with respect to the subject matter hereof and contains all of the representations, and warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Indenture supersedes all prior agreements, memoranda and negotiations between the parties.

10.11 Member of Parliament Clause. As required by the Parliament of Canada Act (Canada), it is an express condition of this Indenture that no member of the House of

Commons shall be admitted to any share or part of this Indenture or to any benefit to arise from this Indenture.

10.12 Notice. Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered personally or if sent by prepaid registered mail or facsimile transmission as follows:

(a) Canada: Minister of Indian Affairs and
Northern Development
Les Terrasses de la Chaudiere
10 Wellington Street, North Tower
Ottawa, Ontario
K1A 0H4
Facsimile: (819) 953-4941

(b) Yukon: Executive Council Office
Land Claims Secretariat
P.O. Box 2703
Whitehorse, Yukon Territory Y1A 2C6
Facsimile: (403) 667-3599

(c) CYI: Chair
11 Nisutlin Drive
Whitehorse, Yukon Territory Y1A 3S4
Facsimile: (403) 668-5033

(d) Trustees: (i) Gerald L. Couture
P.O. Box 1003
Dawson City, Yukon
Y0B 1G0
Facsimile: (403) 663-3366

- (ii) Jim Rear
P.O. Box 5331
Whitehorse, Yukon
Y1A 4Z2

- (iii) Shirley Ford
Site 19, Comp. 8, R.R. #2
Whitehorse, Yukon
Y1A 5X2

- (iv) David Dickson
c/o Liard First Nation
Watson Lake, Yukon
Y0A 1C0
Facsimile: (403) 536-2332

- (v) Charles R. Stricker
P.O. Box 5963
Whitehorse, Yukon
Y1A 5L7
Facsimile (403) 633-3366

- (vi) J. Roger Alfred
General Delivery
Pelly Crossing, Yukon
Y0B 1P0
Facsimile: (403) 537-3902

- (vii) Douglas Urquhart
61-13th Avenue
Whitehorse, Yukon
Y1A 4K6
Facsimile (403) 633-4780

- (viii) Art Johns
P.O. Box 16
Carcross, Yukon
Y0B 1B0
Facsimile: (403) 821-4802

- (ix) Elizabeth J. Hofer
Mile 1055 Alaska Highway
Silver Creek, Yukon
Y1A 3V4

- (x) Bruce Charlie
P.O. Box 27
Old Crow, Yukon
Y0B 1N0
Facsimile: (403) 966-3800

- (xi) James Close
P.O. Box 12
Watson Lake, Yukon
Y0A 1C0
Facsimile: (403) 536-2399

- (xii) Georgina Sydney
P.O. Box 58
Teslin, Yukon
Y0A 1B0
Facsimile: (403) 390-2204

provided that any party shall be entitled to designate another address by giving notice thereof to the other party in accordance with the terms hereof. Any notice so delivered or sent by facsimile transmission shall be deemed to have been received on the day it is delivered or transmitted, as the case may be, provided

that if such day is not a business day then the notice shall be deemed to have been received on the business day next following such day and any notice so mailed shall be deemed to have been received, except during a period of interruption of normal postal service, on the fourth business day following the date of mailing.

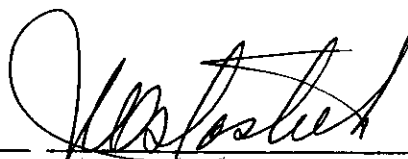
IN WITNESS WHEREOF the parties hereto have executed this Indenture as of the day and year first above written.

Her Majesty the Queen in Right of
Canada as represented by the
Minister of Indian Affairs and
Northern Development

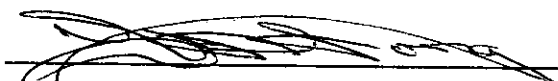


The Honourable Ronald A. Irwin,
Minister of Indian Affairs
and Northern Development

The Government of the Yukon
Territory as represented by the
Government Leader of the Yukon
Territory



John Ostashek,
Government Leader of the Yukon
Territory

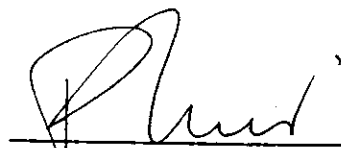


Witness



Witness

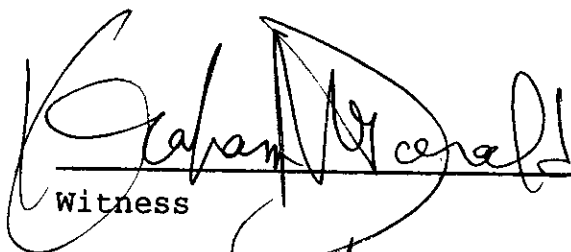
Council for Yukon Indians as
represented by the Chair, on its
own behalf and on behalf of all
Yukon First Nations



Witness



Judy Gingell, Chair



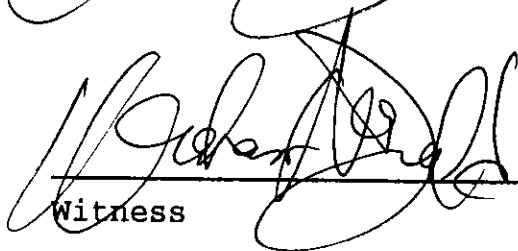
Witness



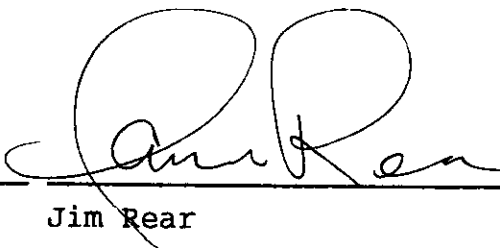
Gerald L. Couture



(seal)



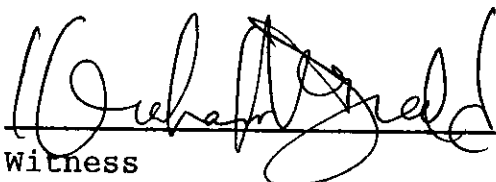
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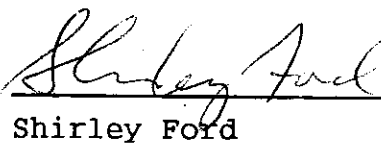
Jim Rear



(seal)



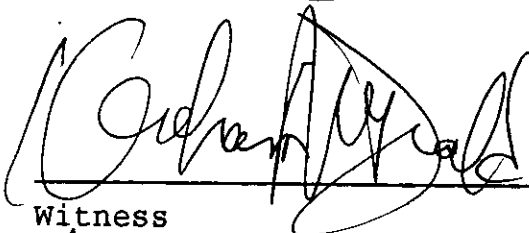
Witness



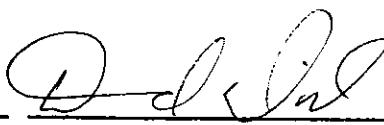
Shirley Ford



(seal)



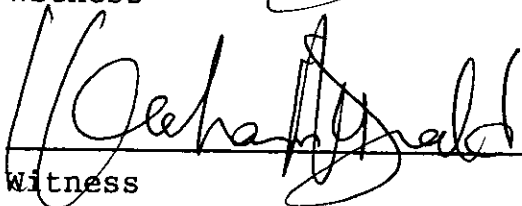
Witness



David Dickson



(seal)



Witness



Charles R. Stricker



(seal)

Witness [Signature] [Signature] (seal)
J. Roger Alfred

Witness [Signature] [Signature] (seal)
Douglas Urquhart

Witness [Signature] [Signature] (seal)
Art Johns

Witness [Signature] [Signature] (seal)
Elizabeth J. Hofer

Witness [Signature] [Signature] (seal)
Bruce Charlie

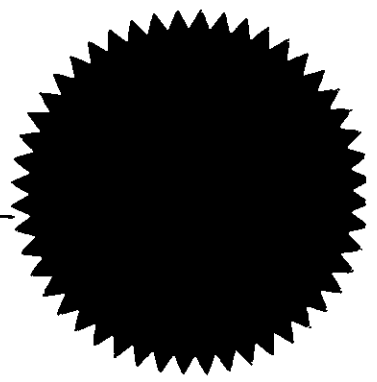
Witness [Signature] [Signature] (seal)
James Close

Witness [Signature] [Signature] (seal)
Georgina Sydney
af. ch. D.W.
[Handwritten notes]

The Indenture made as of the 9th day of February, 1995,
establishing the Yukon Fish and Wildlife Enhancement Trust is
signed by Michael Smith in counterpart this day of July, 1996.

Lawrence Jack
Witness

Michael Smith
Michael Smith




Yukon Fish and Wildlife Enhancement Trust
Box 31022
Whitehorse, Yukon Y1A 6K2

TRUSTEES RESOLUTION
2001 - 2

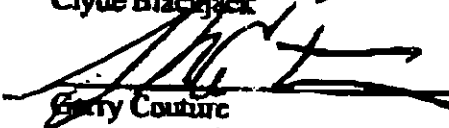
Be it resolved that:


In order to expand the Trust's investment parameters, all trustees agree to amend the Trust Indenture Agreement by adding a new paragraph as paragraph 7.1.4.3 which reads as follows:


mutual funds, including a security that entitles the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer of the security;



Clyde Blackjack


Joe Jolman


Barry Couture


Ed Kormendy


Joanne Koser

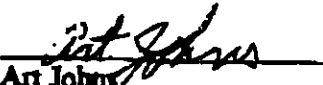

Georgina Sydney


Niels Jacobson


Doug Urquhart


Lawrence Joe


Mike Vance


Art Johns


Yvonne LePage

Dated this 7th day of September, 2001 at Whitehorse, Yukon