

**ABORIGINAL AQUATIC RESOURCE AND OCEANS MANAGEMENT
PROGRAM (AAROM)
COLLABORATIVE MANAGEMENT CONTRIBUTION AGREEMENT
AMENDMENT**

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented
by the Minister of Fisheries and Oceans (hereinafter called "DFO")

AND UPPER FRASER FISHERIES CONSERVATION ALLIANCE, a society
duly incorporated under the laws of the Province of British Columbia
(hereinafter called the "ORGANIZATION")

This Contribution Agreement Amendment dated the _____ day of _____, 2009

Duration: April 1, 2009 to March 31, 2010

TABLE OF CONTENTS

Collaborative Management Contribution Agreement Amendment.....1
 1 Amendment.....1
 2 Notices and Representatives2
 3 Ratification.....3
 4 Continuance3
Appendix 24

COLLABORATIVE MANAGEMENT CONTRIBUTION AGREEMENT AMENDMENT

This Collaborative Management Contribution Agreement Amendment made

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented
by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND: UPPER FRASER FISHERIES CONSERVATION ALLIANCE, a society
duly incorporated under the laws of the Province of British Columbia
(hereinafter called the "ORGANIZATION")

OF THE SECOND PART

WHEREAS on or about February 2, 2010, DFO and the ORGANIZATION entered into a Collaborative Management Contribution Agreement, hereinafter called the "Collaborative Management Contribution Agreement";

AND WHEREAS the Parties are interested in amending the Collaborative Management Contribution Agreement by \$30,000.00, thereby increasing the Agreement from \$633,000.00 to \$663,000.00 to re-profile demonstration fisheries project dollars that were not able to proceed towards purchasing fishing gear and developing planning tools for future demonstration fisheries; developing collaborative relationships with mid-Fraser River First Nations for future demonstration fisheries; conducting community meetings to assess support for in-river commercial fisheries; and to provide support for a Co-management position in the upper Fraser River;

NOW THEREFORE the Parties agree as follows:

1 Amendment

- (a) Subsection 5(a) of the Collaborative Management Contribution Agreement is hereby deleted and replaced with the following:
 - "5(a) Subject to the terms and conditions of this Agreement, DFO will contribute to the ORGANIZATION up to SIX HUNDRED AND THIRTY-THREE THOUSAND DOLLARS (\$663,000.00) during Fiscal Year 2009-2010 to be used exclusively for paying Allowable Costs related to the activities described in Appendix 2 and the ORGANIZATION'S AAROM Collaborative Management Statement of Interest. The ORGANIZATION'S AAROM Collaborative Management Statement of Interest is attached to this Agreement for ease of reference, but does not form part of this Agreement. Any interest earned by the ORGANIZATION on the Contribution or any part of it will also be used exclusively for paying Allowable Costs.
- (b) Subsection 16(a) of the Collaborative Management Contribution Agreement is hereby deleted and replaced with the following:
 - "16(a) A ten percent holdback will apply. In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 8(b), 9(a) and section 10 respectively, exceed ninety percent, or FIVE HUNDRED AND NINETY-SIX THOUSAND, SEVEN HUNDRED DOLLARS (\$596,700.00) in Fiscal Year 2009-2010

- (c) Subsection 16(b) of the Collaborative Management Contribution Agreement is hereby deleted and replaced with the following:

“16(b) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Agreement exceed SIX HUNDRED AND SIXTY-THREE THOUSAND DOLLARS (\$663,000.00) during Fiscal Year 2009-2010.
- (d) Appendix 2 (Activity Summary) to the Collaborative Management Contribution Agreement is hereby amended by adding the following Appendix 2 (Activity Summary) attached hereto.

2 Notices and Representatives

- (a) Except as otherwise provided in this Collaborative Management Contribution Agreement Amendment, where any notice, request, information or other communication is required to be given pursuant to this Collaborative Management Contribution Agreement Amendment, it will be in writing and delivered personally, by courier, registered mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at the address or number set out below.
 - (i) To DFO:
Department of Fisheries and Oceans
Treaty and Aboriginal Policy Directorate, Room 1230
#200 – 401 Burrard Street
Vancouver BC
V6C 3S4

Attention: Regional AAROM Coordinator, Pacific Region

Telephone: 604-666-7998
Facsimile: 604-666-0928
 - (ii) To the Upper Fraser Fisheries Conservation Alliance:
Upper Fraser Fisheries Conservation Alliance
1041 Whenun Road
Prince George, BC
V2K 5X8

Attention: Brian Toth, Executive Director

Telephone: (250) 613-5680
Facsimile: (250) 562-0404
Email: briantoth@shaw.ca
- (b) A notice or other communication will be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail, and within five business days if sent by courier, facsimile transmission or delivered in person.
- (c) A Party may change its representative, address or telephone or facsimile number by giving written notice of the change to the other Party.

3 Ratification

- (a) The ORGANIZATION warrants that the representative who executes this Collaborative Management Contribution Agreement Amendment on behalf of the ORGANIZATION has authority to bind the Members of the ORGANIZATION and its collective membership.
- (b) The representative who executes this Collaborative Management Contribution Agreement Amendment on behalf of DFO has authority to enter into this Collaborative Management Contribution Agreement Amendment on behalf of, and to bind, DFO.
- (c) Execution of this Collaborative Management Contribution Agreement Amendment by the representative referred to in subsection 3(a) constitutes ratification of this Collaborative Management Contribution Agreement Amendment by the ORGANIZATION.
- (d) The ORGANIZATION will inform the Members of the contents of this Collaborative Management Contribution Agreement Amendment and will provide Members with a copy of this Collaborative Management Contribution Agreement Amendment upon request.

4 Continuance

- (a) The Collaborative Management Contribution Agreement as amended by this Collaborative Management Contribution Agreement Amendment will continue in full force and effect.

IN WITNESS WHEREOF the Parties have executed this Collaborative Management Contribution Agreement Amendment under the hands of their proper officers duly authorized on their behalf this _____ day of _____, 2009.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Fisheries and Oceans by the Regional Director General, Pacific Region

Witness	Regional Director General Pacific Region Department of Fisheries and Oceans	Date
---------	---	------

UPPER FRASER FISHERIES CONSERVATION ALLIANCE by its duly authorized representative

Witness	Thomas Alexis, UFFCA President	Date
---------	--------------------------------	------

APPENDIX 2

ACTIVITY SUMMARY

DESCRIPTION OF ACTIVITY		Estimated Expenditures (2009/10)
Category of activities forming part of the Activity		
I. Institutional Capacity (Mgt., Technical and Administrative Capacity)		
Administration fee for demonstration fisheries	<p>Contract for reception and other administrative services to provide administrative support to all demonstration fishery projects.</p> <p><i>Please amend the Administration fee for demonstration fisheries from \$6,000 to \$10,000. This is to reflect additional costs that will be incurred for administering the co-management position (3K) and to cover admin for the demo fisheries which was less than 5% in the previous amendment when actual admin costs are closer to 10%. These are not new funds rather they are coming from the previous amendment and are simply being moved from one project to another.</i></p>	<p>\$6,000.00 (+\$4000.00) \$10,000.00 (PICFI)</p>
UFFCA-area Co-Management Position (Jan – March 31, 2001)	<p><i>Please add in the co-management description. – these are new funds coming from the co-management PICFI funding. (\$30,000).</i></p> <p>The UFFCA-area Co-management facilitator will assist with the development of First Nation’s in-river commercial fisheries by:</p> <ul style="list-style-type: none"> ▪ Assisting in information dissemination regarding the EoI and PICFI; ▪ Developing principles around the in-river stock assessment and run-size needs for both commercial and FSC purposes; ▪ Capacity development and training needs assessment and curriculum development ▪ Co-management needs and opportunities assessment. <p>The UFFCA-area Co-management facilitator will work to improve fisheries catch data programs by:</p> <ul style="list-style-type: none"> • Working with First Nations communities, AFS staff, and DFO staff to improve existing FSC catch monitoring programs (installing and implementing the Atlegay database); • Providing guidance and technical support to Band and Tribal Council staff on the installation and proper use of FSC catch monitoring software; • Raising awareness amongst First Nation communities and fisheries staff as to the importance of collecting and reporting (FSC and in-river commercial) catch data and its use and application for management purposes. <p>The UFFCA-area Co-management facilitator will work on improving Consultative mechanisms by:</p>	<p>+\$30,000.00 (PICFI-Co-Man)</p>

	<ul style="list-style-type: none"> ▪ Looking at means to improve incorporation of First Nations input to IFMP process with other sectors (i.e., examine means to increase trust and allow for collaboration with other sectors on mutual goals) ▪ Participating in the development of principles around what First Nations envision with regards to co-management between First Nations and other sectors; and ▪ Participating in various consultative processes. ▪ As required prepare information materials to support education and outreach programs. <p>The UFFCA Co-management facilitator will provide detailed recommendations for activities, tasks and deliverables to be the focus of the co-management position for upcoming years.</p> <p>Estimated Costs</p> <p>Contracting Fees incl. equip \$ 30,000.00</p>	
<p><i>Sockeye DNA Analysis (2008 and 2009) samples from the Churn Creek Fish Wheel</i></p>	<p><i>Please add in the project description below for the dna analysis of sockeye samples. These are not new funds rather they are coming from the previous amendment and are simply being moved from one project to another. (\$12,000)</i></p> <p>UFFCA area First Nations hold a common concern for conservation and the achievement of adequate near-terminal abundances of sockeye to support conservation/spawning objectives and FSC needs. Existing in-season runsize and stock composition test fisheries are primarily structured to inform marine and lower river fisheries, and uncertainties within existing in-season information annually creates risks that are amplified in upper Fraser areas. Mid and upper river run size and stock composition tools have been identified as a priority need in order to better inform the management of near terminal FSC and commercial fisheries on early summer and summer sockeye stocks.</p> <p>The Pacific Salmon Commission has agreed to analyze a total of 563 sockeye tissue samples (326 samples from the 2009 season as well as 237 samples from 2008 season) collected from the Churn Creek fish wheel – for the purposes of identifying the stock/CU of origin. This information will provide an example of the information that could be generated via an in-season upper Fraser mainstem sockeye sampling program, and the relevancy of lower river test fishery information in the upper river (i.e. corroborate the data being collected by lower river assessment platforms in-season).</p> <p>Professional fees (dna analysis) \$ 12,000.00</p> <p>Expected Results:</p> <ul style="list-style-type: none"> • 563 sockeye samples will be analyzed 	<p>+\$12,000.00 (PICFI)</p>

	<p>(DNA) for the purposes of identifying the stock/CU of origin.</p> <ul style="list-style-type: none"> • A number of scale samples collected from these fish will also be analyzed • Information will be shared between the NSTC, PSC and DFO, and used to inform post-season consideration of management decisions 	
	Sub-total	\$52,000.00
II. Economic Opportunities		
In-River Commercial Salmon Fisheries – Carrier Sekani Tribal Council	<p><i>Please amend the In-River Salmon fisheries – Carrier Sekani Tribal Council to remove all costs other than equipment purchase. The proposed demo fisheries did not occur due to the low sockeye salmon return in 2009. (from \$40,000 to \$7,000).</i></p> <p>The CSTC intends on participating in future inland Commercial Fisheries for salmon in the area described in Schedule A to AFS CFA 2009-1902 between the Carrier Sekani Tribal Council and the Department of Fisheries and Oceans.</p> <p>The CSTC will purchase harvesting-related equipment to support these new fisheries. Fishing will occur using two gill nets, a beach seine net and dip nets – two small totes, one water pump and hose, one large tote and four coolers and materials to construct the nets will be purchased.</p> <p>Estimated Costs</p> <p>Equipment Purchase \$ 7,000.00</p> <p>Expected Results: Fishing gear will be purchased and maintained by the CSTC for the purposes of conducting feasibility studies and/or commercial fisheries in future years.</p>	<p>\$40,000.00 (-\$33,000.00) \$7,000.00 (PICFI)</p>
In-River Commercial Salmon Fisheries – Lheidli T'enneh Band	<p><i>Please amend the In-River Salmon fisheries – Lheidli T'enneh Band to remove all costs other than equipment purchase. The proposed demo fisheries did not occur due to the low sockeye salmon return in 2009. (from \$25,000 to \$3,000).</i></p> <p>Lheidli T'enneh intends on participating in future inland Commercial Fisheries for salmon in the area described in Schedule A to in the area described in Schedule A to the AFS CFA agreement 2009-1934 between the Lheidli T'enneh Band and the Department of Fisheries and Oceans.</p> <p>Lheidli T'enneh will purchase harvesting-related equipment to support these new fisheries. Two small totes, one large tote and four coolers and materials to construct the nets will be purchased.</p> <p>Estimated Costs</p> <p>Equipment Purchase \$ 3,000.00</p> <p>Expected Results:</p>	<p>\$25,000.00 (-\$22,000.00) \$3,000 (PICFI)</p>

	<ul style="list-style-type: none"> Fishing gear will be purchased and maintained by the LTB for the purposes of conducting feasibility studies in 2009 and commercial fisheries in future years. 	
In-River Commercial Salmon Fisheries – Northern Shuswap Tribal Council	<p><i>Please amend the In-River Salmon fisheries – Northern Shuswap Tribal Commission to remove all costs other than equipment purchase and to increase equipment purchase from \$4000 to \$11,100 and wages and to decrease wages from \$8000 to \$1200. The increased equipment purchase was approved via email from David Reedman dated September 2, 2009 and reflects that the originally budgeted costs were insufficient to but the desired nets (email attached). The wage costs incurred were to co-ordinate a marketing analysis and evaluation of FSC fish at the Siska plant. This evaluation will inform future business planning. These fish are not to be sold.</i></p> <p>The Northern Shuswap Tribal Council intends on participating in future inland Commercial Fisheries for salmon in the area described in Schedule A to the AFS CFA 2009-1948 agreement between the Northern Shuswap Tribal Council and the Department of Fisheries and Oceans.</p> <p>NSTC will purchase harvesting related equipment to support these new fisheries. Fishing will occur using a beach seine nets and trap net. Two beach seine nets will be purchased one with a knotless web material and the other with a variable mesh size. In addition two large totes, and two half totes will be purchased.</p> <p>NSTC will conduct a marketing evaluation and analysis using FSC fish. These fish will be processed at the Siska plant. The intent of this analysis is to inform future decisions with regard to commercial fishing. These fish will not be sold.</p> <p>Estimated Costs</p> <p>Equipment Purchase \$11,100.00 Wages and Transportation \$ 1,200.00</p> <p>Expected Results:</p> <ul style="list-style-type: none"> Fishing gear will be purchased and maintained by the NSTC for the purposes of conducting feasibility studies and commercial fisheries in future years. A marketing analysis of FSC fish will be conducted and results shared with other groups participating in the UFFCA EoI. 	<p>\$20,000.00 (-\$7,700.00) \$12,300.00 (PICFI)</p>
In-River Commercial Salmon Fisheries – Tsilhqot'in National Government (TNG)	<p><i>Please amend the In-River Salmon fisheries – Tsilhqot'in National Government to remove all costs other than equipment purchase. The proposed demo fisheries did no occur due to the low sockeye salmon return in 2009. (from \$25,000 to \$4,500).</i></p> <p>The Tsilhqot'in National Government (TNG) intends</p>	<p>\$25,000.00 (-\$20,500.00) \$4,500.00 (PICFI)</p>

	<p>on participating in future inland Commercial Fisheries for salmon in the area described in Schedule A to the AFS CFA 2009-1981 between the Tsilhqot'in National Government and the Department of Fisheries and Oceans.</p> <p>TNG will purchase harvesting related equipment to support these new fisheries. Fishing will occur using a beach seine net, dip nets and trap net - two small totes, one large tote and materials to construct the nets and to set the trap net will be purchased.</p> <p>Estimated Costs</p> <p>Equipment Purchase \$ 4,500.00</p> <p>Expected Results:</p> <ul style="list-style-type: none"> ▪ Fishing gear will be purchased and maintained by the TNG for the purposes of conducting feasibility studies and commercial fisheries in future years. 	
<p>Purchase of Commercial Ice Machine by the UFFCA</p>	<p><i>Please amend Purchase of Commercial Ice Machine by the UFFCA from \$15,000 to \$26,000. The UFFCA will purchase a second ice machine to be used in the Williams Lake, BC, area. Note: in the previous amendment ACM2009-1003-1, an ice machine purchase was approved for the PG area, this ice machine was purchased last August.</i></p> <p>Two commercial ice making machines will be purchased, installed and set up by the UFFCA to support the proposed commercial fisheries for future years. Two machines are required given the broad geographical area in which fisheries are expected to occur (existing machine targeted for Prince George with a 2nd machine targeted for the Williams Lake area). The purchase of these machines will enhance the potential for success of these fisheries and reduce the cost of ice acquisition. Flake icing is the main process for preserving the fish while it is transported from the field to a production facility or fresh sales market. The machines are each capable of making up to 2000 pounds of flake ice a day.</p> <p>Purchase and Shipping of Two Ice Making Machines \$26,000.00</p> <p>Expected Results:</p> <ul style="list-style-type: none"> ▪ The UFFCA will purchase, set up and operate a commercial ice machine in both the Prince George and Williams Lake, B.C. area; ▪ The ice will be used to support the commercial demonstration fisheries proposed for the BCI North in future years; and ▪ The UFFCA will provide training to personnel to safely operate the ice making machine. 	<p>\$15,000.00 (+\$11,000.00) \$26,000.00 (PICFI)</p>

<p>PICFI UFFCA Community Dialogue Forums</p>	<p>Please add a project called PICFI UFFCA Community Dialogue Forums. These are not new funds, they are funds re-profiled from the demonstration fishery work on Fraser sockeye that did not proceed. The description of the project is noted below. (\$27,500).</p> <p>The UFFCA has submitted an EoI to PICFI intended to initiate PICFI related activities in the UFFCA area. It is paramount for the success of this initiative that the First Nations that are intended to drive the process of developing in-river commercial salmon fisheries fully understand PICFI's process and the benefits available, and the UFFCA's potential role in facilitating benefits for area First Nations.</p> <p>Currently, support for engaging in PICFI has been demonstrated from the Tribal organizations and Bands that either have access to or possess the spawning grounds of the major sockeye and Chinook stocks in the UFFCA area. However, as it is anticipated Step 2 and 3 activities will be initiated soon, it is understood that a greater degree of comprehension and participation from First Nation's political and technical representatives is desired. The UFFCA intends on facilitating this comprehension and participation by hosting a series of workshops to disseminate information and ensure area First Nations understand PICFI's objectives and the UFFCA's foreseen role.</p> <p>Estimated Costs</p> <p>Professional fees, consultants fees and other services other than travel and litigation costs (facilitation and legal participation) \$16,000.00</p> <p>Travel and related costs for contracted service</p> <table border="0"> <tr> <td>professionals</td> <td>\$4,500.00</td> </tr> <tr> <td>Supplies and Materials (handouts etc)</td> <td>\$1,000.00</td> </tr> <tr> <td>Meeting Expenses</td> <td>\$ 3,500.00</td> </tr> <tr> <td>Wages</td> <td>\$ 2,500.00</td> </tr> </table> <p>Expected Results:</p> <ul style="list-style-type: none"> • Completion of 5 facilitated workshops intended to engage political and technical representatives from UFFCA First Nations possessing Territorial interests in UFFCA area stocks intended to be the focus of near-terminal commercial exploitation; • Achievement of an improved understanding amongst UFFCA area First Nations regarding PICFI's process and the UFFCA-led involvement in engaging in PICFI, and the roles First Nations will be required to play in order to drive this process; and • Report to DFO detailing what meetings occurs, who attended and a record of substantial topics and/or decisions arising from meeting. 	professionals	\$4,500.00	Supplies and Materials (handouts etc)	\$1,000.00	Meeting Expenses	\$ 3,500.00	Wages	\$ 2,500.00	<p>+\$27,500.00 (PICFI)</p>
professionals	\$4,500.00									
Supplies and Materials (handouts etc)	\$1,000.00									
Meeting Expenses	\$ 3,500.00									
Wages	\$ 2,500.00									

<p>In-River Commercial Fishery Preparations</p>	<p><i>The remainder of the money from the initial PICFI amendment is proposed to be used towards acquiring fish harvesting equipment, supporting a collaborative feasibility study to support future business planning, and developing a website template to facilitate fresh-local fish sales (\$28,700).</i></p> <p>Creating economically viable near-terminal commercial salmon fisheries within the UFFCA area holds several inherent challenges relative to marine area fisheries. The primary issue is the absence of fish handling, processing and storage infrastructure that exists in marine areas, as well as its linkages to existing market and marketing structures. Further, the ability to harvest fish in numbers necessary to make transportation of UFFCA area commercial catches to this infrastructure in an economically viable manner normally isn't possible.</p> <p>The UFFCA will purchase various equipment and materials to support commercial-scale harvesting capacity. These items will include:</p> <ul style="list-style-type: none"> • Balances/Scales • Totes & coolers • Harvesting gear (dipnets, holding buckets/totes, bleeding/cleaning supplies, gloves etc., flashlights and other safety gear) <p>Cost \$23,700.00</p> <p>Items purchased will be available for use by any UFFCA area First Nation or First Nation organization pursuing future commercial salmon fisheries. Items will be stored at the Carrier Sekani Tribal Council's secure storage facility, where the UFFCA currently leases storage space.</p> <p>The UFFCA continues to develop its collaborative relationship with the Secwepemc Fisheries Commission – Siska First Nation Partnership (SFC-Siska), for the purposes of addressing common challenges to developing inland commercial salmon fisheries on the Fraser River. The UFFCA will contribute funding the SFC-Siska's feasibility study of the following:</p> <ol style="list-style-type: none"> 1. Provide information and advice during SFC-Siska partnership talks to assist with: <ol style="list-style-type: none"> a. coordinating business plans b. rationalizing capital investments for Siska plant expansion 2. Provide advice on Traceability and Virtual Warehouse development <ol style="list-style-type: none"> a. Prepare and present a traceability case study from 2009 pink fishery b. Participate in workshop with government regulators and virtual warehouse administrators 3. Conduct concept planning for the following components of the 2010 SFC-Siska feasibility studies <ol style="list-style-type: none"> a. demo fisheries, processing, blast freezing and holding, trucking/transport, and marketing and sales 4. Conduct cost research for SFC-Siska 2010 	<p>+\$28,700 (PICFI)</p>
---	---	---------------------------------

	<p>demonstration commercial fishing projects</p> <ol style="list-style-type: none"> a. source required materials and equipment; provide contact information for suppliers b. collect price comparisons and leasing options c. include shipping costs and logistics <p>Information developed from this study is intended to aid in the UFFCA's future consideration of business planning.</p> <p>Cost \$3,000.00</p> <p>Previous feasibility studies on the commercial sale of near-terminally caught sockeye in the interior have demonstrated the benefit of pre-arranged sales (for the fresh-local market). The UFFCA will develop launch-ready "template" website content that can be used by any UFFCA (or SFC-Siska) group pursuing fresh local sales. The intent is to provide potential customers with information about the product, allow interested parties to place orders on line, and allow the seller to notify the customer when the product will be ready for pickup.</p> <p>Cost \$2,000.00</p> <p>Estimated Costs Purchase of equipment (\$), additional feasibility/assessment studies to inform business planning (\$), and sales website development (\$)</p> <p style="text-align: right;">\$28,700.00</p> <p>Expected Results:</p> <ul style="list-style-type: none"> • The UFFCA will acquire equipment in support of proposed commercial fishing activities. • Additional information will be developed to facilitate the business planning process • A launch-ready template website to facilitate pre-arranged sales to the fresh-local market will be created 	
	Sub total	\$109,000.00
TOTAL		<u>\$161,000.00</u>

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented
by the Minister of Fisheries and Oceans (hereinafter called "DFO")

AND: UPPER FRASER FISHERIES CONSERVATION ALLIANCE, a society
duly incorporated **under** THE LAWS OF THE PROVINCE of British
Columbia (hereinafter called the "ORGANIZATION")

**ABORIGINAL AQUATIC RESOURCE AND OCEANS MANAGEMENT PROGRAM
(AAROM)**

COLLABORATIVE MANAGEMENT CONTRIBUTION AGREEMENT AMENDMENT
