



STATE BUSINESS – NO CHARGE

FIRST AMENDMENT TO THE
CONSERVATION EASEMENT

THIS FIRST AMENDMENT to the Conservation Easement ("Easement") is made this 10 day of April, 2012, by **Koniag, Inc.** (hereinafter, with its successors and assigns "Koniag"), whose address is 4300 B Street, Suite 407, Anchorage, Alaska 99503 ("Grantor"), the **United States of America** (hereinafter, with its assigns "United States"), acting through the Fish and Wildlife Service, whose address is 1011 E. Tudor Road, Anchorage, Alaska 99503-6199 ("Grantee"), and the **State of Alaska** (hereinafter, with its assigns "State"), acting through the Alaska Department of Natural Resources, whose address is 550 W. 7th Avenue, Suite 1050A, Anchorage, Alaska 99501-3579, individually referred to hereafter as a Party, or collectively referred to hereafter as the Parties, under the authority of Section 1302(a) of the Alaska National Interest Lands Conservation Act (16 USC § 3192(a)), the National Wildlife Refuge Administration Act as amended by the Refuge Improvement Act of 1997 (16 U.S.C. § 668aa-ee), A.S. 38.05.035(a)(12) and A.S. 160.05.050(a)(2), the Master Agreement for the Protection of Certain Lands and Resources between Koniag, Inc., the United States of America, and the State of Alaska, dated July 31, 2002 ("Agreement"), recorded as instrument number 2002-003445-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, and the Conservation Easement between Koniag, Inc., the United States of America, and the State of Alaska, dated October 15, 2002, recorded as instrument number 2002-003448-0 in the Kodiak Recording District, Third Judicial District, State of Alaska.

WHEREAS, pursuant to Section 2(b) of the Easement, Koniag has the right to extend the term of the Easement for an additional ten (10) year period by giving written notice of its election to extend by April 14, 2012; and

WHEREAS, Section 4 of the Agreement provides that no later than July 15, 2012, Koniag must notify the other Parties if it wishes to extend the Easement and the Camp Island Limited Development Easement for an additional ten (10) year period; and

WHEREAS, the Parties wish to conform the terms of the Easement and the terms of the Agreement so that the notice of Koniag's election to extend the Easement is the same for both; and

WHEREAS, the Parties have reached an agreement as to the manner in which the Easement is to be amended and wish to memorialize their agreement.

NOW THEREFORE, pursuant to the laws of the State of Alaska, and in particular Alaska Statutes Section 34.17.010-34.17.060, and with the agreement of the Grantee and the State, as hereinafter set out, and as of the Effective Date hereof (as hereinafter defined), the Parties do hereby amend the Easement in the manner hereinafter provided:

1. Effective Dates. This amendment shall become effective as of 12:01 a.m. on April 6, 2012 ("Effective Date").

2. Amendment. As of the Effective Date, the following Section 2(b) of the Easement will be amended in the manner hereinafter set forth:

(a) Section 2(b) is deleted in its entirety.

(b) In the place of the former Section 2(b), the following new Section 2(b) is added:

(b) Secondary Term. At the option of the Grantor and upon written notice to the Grantee and the State of its election to extend the term of this



Easement, which notice shall be given no later than October 1, 2012, the term of this Easement shall be extended for an additional ten (10) year period. Such extended term shall expire upon the earlier of (i) October 14, 2022 or (ii) the closing of the sale of the Conservation Property in fee to the Grantee, unless sooner terminated in accordance with its terms.

3. Authority. This Amendment is entered into pursuant to the provisions of Section 15 (e) of the Easement.

4. General Provisions.

(a) This Amendment is not intended, and shall not be construed, to create any other party beneficiary hereof and that nothing in this Amendment shall be construed as creating any rights of enforcement by any other person or entity.

(b) This Amendment shall be construed so as to affect the purposes for which it was adopted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this Amendment.

(c) If any material provision of this Amendment or any application thereof shall be invalid or unenforceable, then the Parties will negotiate in good faith such reasonable modifications of this Amendment as are necessary to protect the duties, rights and interests of the Parties under this Amendment as are necessary to protect the duties, rights and interests of the Parties under the Amendment and to carry out the intent of this Amendment.

5. Notices. Any notice, demand, request, consent, approval, or communication that any Party desires or is required to give the others shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:



- (i) If to Koniag: Koniag, Inc.
194 Alimaq Drive
Kodiak, Alaska 99615
Attention: President/CEO
- (ii) If to the United States: Regional Director
Region 7
U.S. Fish and Wildlife Service
1011 E. Tudor Road
Anchorage, Alaska 99503-6199

With copies to: Refuge Manager
U.S. Fish and Wildlife Service
Kodiak National Wildlife Refuge
1390 Buskin River Road
Kodiak, Alaska 99615

Chief, Division of Realty
Region 7
U.S. Fish and Wildlife Service
1011 E. Tudor Road
Anchorage, Alaska 99503-6199

- (iii) If to the State: Department of Natural Resources
Office of the Commissioner
550 W. 7th Avenue, Suite 1400
Anchorage, Alaska 99501-3579

With a copy to: Alaska Department of Fish and Game
Office of the Commissioner
P.O. Box 115526
Juneau, Alaska 99802-5526

or to such other address as any Party from time to time shall designate by written notice to the others.

6. Effect of Amendment. Except as provided herein, the Easement shall remain in full force and effect and its provisions shall remain unchanged.

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IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

KONIAG, INC.

Date: 4/04/12

By: [Signature]
William Anderson Jr.
President/CEO

UNITED STATES OF AMERICA

Date: 4/5/12

By: [Signature]
Geoffrey L. Haskett
Regional Director
U.S. Fish and Wildlife Service

STATE OF ALASKA

Date: 4/10/12

By: [Signature]
Ed Fogels
Deputy Commissioner
Department of Natural Resources

ACKNOWLEDGEMENT

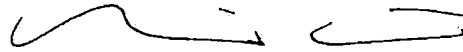
STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 4 day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared William Anderson Jr., President/CEO of Koniag, Inc., to me known and known to be the person he represented himself to be, and the same identical person who executed he above and foregoing First Amendment to Conservation Easement on behalf of Koniag, Inc.,



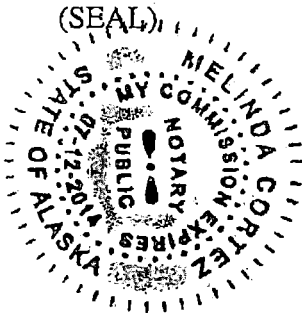
and who acknowledged to me that he signed the same as President/CEO of Koniag, Inc. in the name and for and on behalf of said Corporation, freely and voluntarily and by authority of its Board of Directors for the use and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC in and for Alaska

My Commission Expires: 7/12/14



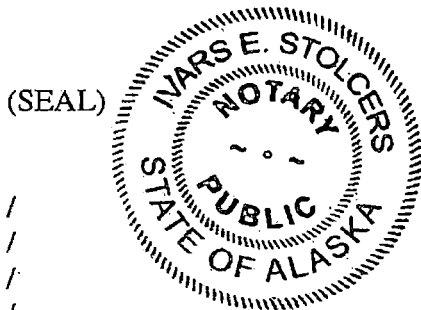
ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss:

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me by Geoffrey L. Haskett, Regional Director, Region 7, of the U.S. Fish and Wildlife Service, on this 5th day of April, 2012.



NOTARY PUBLIC in and for Alaska

My Commission Expires: 12/5/13




ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me by Ed Fogels, Deputy Commissioner, Department of Natural Resources, State of Alaska on this 10 day of April, 2012.

(SEAL) **MARY KAY RYCKMAN**
 COMM. #113030
 Notary Public - State of Alaska
 My Comm. Expires "with office"


NOTARY PUBLIC in and for Alaska
My Commission Expires: with office

AFTER RECORDING RETURN TO:
U.S. Department of the Interior
Fish and Wildlife Service
Division of Realty
1011 E. Tudor Road
Anchorage, Alaska 99503

Location Index:
Seward Meridian, Alaska
T. 29 S., R. 29 W.
T. 30 S., R. 28, 30, 31, 33 W.
T. 31 S., R. 28, 29, 30, 31, 32, 33 W.
T. 32 S., R. 28, 29, 30, 32, 33, 34 W.

