

STATE BUSINESS -- NO CHARGE

THIRD AMENDMENT TO THE MASTER AGREEMENT
FOR THE PROTECTION OF CERTAIN LANDS AND RESOURCES BETWEEN KONIAG,
INC., THE UNITED STATES OF AMERICA, AND THE STATE OF ALASKA

THIS THIRD AMENDMENT to the Master Agreement for the Protection of Certain Lands and Resources Between Koniag, Inc., the United States of America, and the State of Alaska is made this 25 day of September, 2012, by **Koniag, Inc.** (hereinafter, with its successors and assigns "Koniag"), whose address is 194 Alimaq Drive, Kodiak, Alaska 99615 ("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. This Amendment is made 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 and A.S. 16.05.050, 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 (hereinafter "Agreement"), recorded as instrument number 2002-003445-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, as amended by the First Amendment to the Agreement recorded December 6, 2002, as instrument number 2002-003446-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, as amended by the Second Amendment to the Agreement recorded April 11,

2012, as instrument number 2012-000814-0 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, as amended by the First Amendment to the Conservation Easement recorded April 11, 2012, as instrument number 2012-000815-0 in the Kodiak Recording District, Third Judicial District, State of Alaska..

WHEREAS, the Parties have reached an agreement to amend the Agreement 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, the Parties do hereby amend the Agreement as follows:

1. Effective Date. The effective date of this Amendment shall be the date of signature of the last Party hereto.
2. Amendment. As of the Effective Date, the following Sections 5 and 9 of the Agreement will be amended in the manner hereinafter set forth:

(a) The following new sub-section (g) is added to Section 5 of the Agreement:

(g) If Koniag exercises the election permitted under Section 9(e), the Year 11 payment will be reduced pro-rata and paid to Koniag ninety (90) days after notice of Koniag's election is received by the United States, the State, and the Trustee Council.

(b) The first sentence of Section 5(e) is amended to read as follows:

If Koniag elects in accordance with Section 4 hereof not to sell the lands to the United States in fee, or otherwise allows the easements to terminate or elects to terminate this Agreement pursuant to

Section 9(e) or Section 5(c)(i) hereof, Koniag shall cease to have any right or claim with respect to any amounts in the Special Account, and the balance thereof shall be available for use by the United States and the State of Alaska in accordance with the consent decrees applicable to the use of the proceeds from the EVOS settlement and other applicable law.

(c) The first sentence of Section 5(f) is amended to read as follows:

So long as the Conservation Easement and the Camp Island Limited Development Easement are in effect, no funds in the Special Account may be withdrawn therefrom, unless such withdrawal is pursuant to subsections 5(g), 5(c) and/or 5(d) hereof or related to the payment of third party costs incurred in the closing of a sale of the lands made pursuant to an election to sell under subsections 4(a) or 4(b) hereof (e.g., hazardous material surveys and closing costs).

(c) The following new sub-section (e) is added to Section 9 of the Agreement:

(e) At the election of Koniag and upon written notice to the United States, the State, and the Trustee Council of its election to terminate this Agreement, this Agreement shall be terminated. Koniag may exercise this election no later than thirty (30) calendar days following the first regularly-scheduled Trustee Council meeting of 2013. If Koniag does not exercise this election by that time, this Agreement will continue pursuant to its terms and this election will be of no further force or effect. If Koniag exercises this election, this Agreement will be terminated effective thirty (30) days after written notice of Koniag's election is received by the United States, the State, and the Trustee Council.

3. Authority. This Amendment is entered into pursuant to the provisions of Section 19 (g) of the Agreement.

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 and to carry out the intent of this Amendment.

5. Notices. Any notice, demand, request, consent, approval, or communication 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
- (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

(iv) If to the Trustee Executive Director
Council: Exxon Valdez Oil Spill Trustee Council
4210 University Drive
Anchorage, AK 99508-4626

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 Agreement 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: 9/25/12

By: William Anderson Jr.
William Anderson Jr.
President/CEO

UNITED STATES OF AMERICA

Date: 9/26/12

By: E. LaVerne Smith
E. LaVerne Smith
Acting Regional Director
U.S. Fish and Wildlife Service

STATE OF ALASKA

Date: 9/27/12

By: Ed Fogels
Ed Fogels
Deputy Commissioner
Department of Natural Resources

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 25 day of September, 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 Second Amendment to the Master Agreement for the Protection of Certain Lands and Resources Between Koniag, Inc., the United States of America, and the State

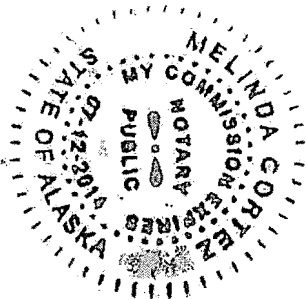
of Alaska on behalf of Koniag, Inc., and who acknowledged to me that he signed the same as President/CEO of Koniag, Inc. in the name and for and on behalf of said Corporation, freely and voluntarily and by authority of its Board of Directors for the use and purposes therein mentioned.

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

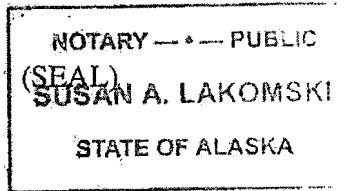
(SEAL)




ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me by E. LaVerne Smith, Acting Regional Director, Region 7, of the U.S. Fish and Wildlife Service, on this 26th day of September, 2012.




NOTARY PUBLIC in and for Alaska
My Commission Expires: 5-7-13

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ACKNOWLEDGEMENT

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

ss:

MARY KAY RYCKMAN

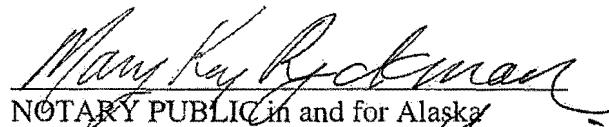
COMM. #113030

Notary Public - State of Alaska

My Comm. Expires "with office"

The foregoing instrument was acknowledged before me by Ed Fogels, Deputy Commissioner, Department of Natural Resources, State of Alaska on this 27 day of September, 2012.

(SEAL)


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.