

STATE BUSINESS – NO CHARGE

SECOND AMENDMENT TO THE  
CONSERVATION EASEMENT

THIS SECOND AMENDMENT to the Conservation Easement ("Easement") 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 ("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 Easement 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 2 and 8 of the Easement will be amended in the manner hereinafter set forth:

- (a) The following new sub-section (e) is added to Section 2:

(e) One-time Election to Terminate. At the option of the Grantor and upon written notice to the Grantee, the State, and the Trustee Council of its election to terminate this Easement, this Easement shall be terminated. Grantor may exercise this election no later than thirty calendar days following the first regularly-scheduled Trustee Council meeting of 2013. If Grantor does not exercise this election by that time, this Easement will continue pursuant to its terms and this election will be of no further force or effect. If

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Grantor exercises this election, this Easement will be terminated effective thirty (30) days after written notice of Grantor's election is received by the Grantee.

- (b) The following is added at the end of Section 8:  
If Grantor exercises the Election under Paragraph 2(e) of this Easement, Grantee shall pay to Grantor the amount due as set forth in Section 5(g) of the Agreement.

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 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.<br>194 Alimaq Drive<br>Kodiak, Alaska 99615<br>Attention: President  |
| (ii)  | If to the United States:      | Regional Director<br>Region 7<br>U.S. Fish and Wildlife Service<br>1011 E. Tudor Road<br>Anchorage, Alaska 99503-6199                 |
|       | With copies to:               | Refuge Manager<br>U.S. Fish and Wildlife Service<br>Kodiak National Wildlife Refuge<br>1390 Buskin River Road<br>Kodiak, Alaska 99615 |
|       |                               | Chief, Division of Realty<br>Region 7<br>U.S. Fish and Wildlife Service<br>1011 E. Tudor Road<br>Anchorage, Alaska 99503-6199         |
| (iii) | If to the State:              | Department of Natural Resources<br>Office of the Commissioner<br>550 W. 7th Avenue, Suite 1400<br>Anchorage, Alaska 99501-3579        |
|       | With a copy to:               | Alaska Department of Fish and Game<br>Office of the Commissioner<br>P.O. Box 115526<br>Juneau, Alaska 99802-5526                      |
| (iv)  | If to the Trustee<br>Council: | Executive Director<br>Exxon Valdez Oil Spill Trustee Council<br>4210 University Drive<br>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 Easement shall remain in full force and effect and its provisions shall remain unchanged.

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        )



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ACKNOWLEDGEMENT

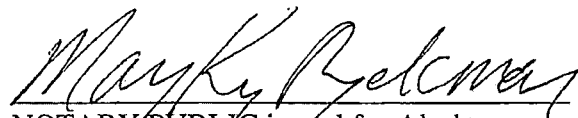
STATE OF ALASKA                    )  
  )  
THIRD JUDICIAL DISTRICT        )

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.