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Recording District 303 Kodiak

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STATE BUSINESS – NO CHARGE

FOURTH 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 FOURTH 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 2nd day of May, 2013, 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 hereinafter as a Party, or collectively referred to hereinafter 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 December 6, 2002, 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

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Fourth Amendment to Agreement

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, as further amended by the Third Amendment to the Agreement recorded January 25, 2013, as instrument number 2013-000145-0, and the Conservation Easement between Koniag, Inc., the United States of America, and the State of Alaska, dated October 15, 2002, recorded December 6, 2002, 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, State of Alaska, and further amended by the Second Amendment to the Conservation Easement recorded January 25, 2013, as instrument number 2013-000146-0 in the Kodiak Recording 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 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.

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

(g) If Koniag exercises the election permitted under Section 9(e), the Year 12 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.

(c) The second sentence of Section 9(e) is amended to read as follows:

Koniag may exercise this election no later than thirty (30) calendar days following the second regularly-scheduled Trustee Council meeting of to be held in the fall of 2013.

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.
4300 B Street, Suite 407
Anchorage, Alaska 99503
Attention: Thomas H. Panamaroff, President
Email: tpanamaroff@koniag.com

With a copy to: Koniag, Inc.
4300 B Street, Suite 407
Anchorage, Alaska 99503
Attention: Jessica Graham, General Counsel
Email: jgraham@koniag.com

(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
Council:

Executive Director
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.

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

KONIAG, INC.

Date: 5/2/13

By: [Signature]
Thomas H. Panamaroff
President

UNITED STATES OF AMERICA

Date: 5/13/13

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

STATE OF ALASKA

Date: 5/21/13

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

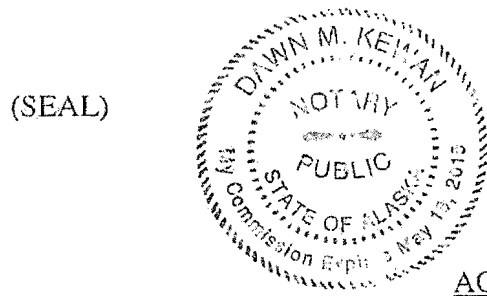


ACKNOWLEDGEMENT

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on the 24 day of May, 2013, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Thomas H. Panamaroff, President 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 Fourth 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 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.

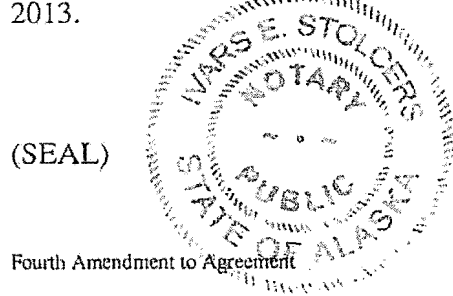


Dawn M. Keenan
NOTARY PUBLIC in and for Alaska
My Commission Expires: 5/13/15

ACKNOWLEDGEMENT

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss:

The foregoing instrument was acknowledged before me by Geoffrey Haskett, Regional Director, Region 7, of the U.S. Fish and Wildlife Service, on this 24 day of May, 2013.



Ivars E. Stolcers
NOTARY PUBLIC in and for Alaska
My Commission Expires: 12/15/14

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 21 day of
May, 2013.

(SEAL)

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

Mary Kay Ryckman
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

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Seward Meridian, Alaska

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Fourth Amendment to Agreement



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