

**RESOLUTION 13-06 OF THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL  
REGARDING THE KONIAG MASTER AGREEMENT  
AND CONSERVATION EASEMENT**

The *Exxon Valdez* Oil Spill Trustee Council (Council) is responsible for the management and investment of the *Exxon Valdez* Oil Spill Investment Fund (Investment Fund). The Investment Fund is used by the governments for purposes of restoring, replacing, enhancing, rehabilitating or acquiring the equivalent of natural resources and services lost or injured as a result of the oil spill.

Whereas the Council, at its January 16, 2001 meeting by Resolution 01-08 authorized, and subsequently executed in 2002, a long-term agreement with Koniag, Inc. (Koniag) for the protection of certain lands on Kodiak Island, Alaska ("Master Agreement for Protection of Certain Lands and Resources Between Koniag, Inc., the United States of America and the State of Alaska" (Master Agreement)) in addition to a Conservation Easement and the Camp Island Limited Development Easement (collectively, the Easements);

Whereas Section 4(b) of the Master Agreement, as amended, required Koniag to notify the United States and the State of Alaska in writing by October 1, 2012 that it wished to extend the Easements for a secondary term of ten years in return for the payment schedule pertaining to years 11 through 20 (2012-2022) set forth in Section 5(d) of the Master Agreement;

Whereas on September 13, 2012, William Anderson, Jr., President and CEO of Koniag, on behalf of Koniag, requested by letter to the Council to extend the notification date regarding the secondary term to November 13, 2012, with a possible additional extension and further conditions; and

Whereas the Council, at its September 14, 2012 meeting, agreed that providing Koniag, the U.S. Fish and Wildlife Service, and the Alaska Department of Fish and Game more time to discuss certain matters and potential amendments to the Master Agreement and Easements would be beneficial. However, rather than extend the notification date as requested by Koniag, the Council by Resolution 12-09 offered Koniag an opportunity to unilaterally terminate the Master Agreement and Easements following the first regularly-scheduled Council meeting in 2013. The terms of the original Master Agreement and Easements did not otherwise provide Koniag the opportunity to unilaterally terminate those agreements. Koniag accepted the offer and the Master Agreement and Easement were amended by the parties to allow Koniag to unilaterally terminate the agreements up to thirty (30) days after the first scheduled Council meeting in 2013.

Whereas on February 5, 2013, William Anderson, Jr., President and CEO of Koniag, on behalf of Koniag, submitted a Proposal for Modification of Existing Master Agreement and Conservation Easement (Koniag's Proposal), including modifications to the Master Agreement and Easements and a request to fund a "Stewardship Fund."

Whereas the Council, at its first regularly-scheduled meeting in 2013, on February 21, 2013, considered Koniag's Proposal, and declined to approve funding of a "Stewardship Fund." However, the Council determined that it would be desirable to provide Koniag, the U.S. Fish and Wildlife Service, and the Alaska Department of Fish and Game more time to discuss modifications to the Master Agreement and Easements that would be mutually beneficial so long as the modifications do not involve funding of a "Stewardship Fund" or the expenditure of other money from the Investment Fund beyond what is currently provided for in the Master Agreement and Easements.

Therefore, by unanimous consent, we hereby direct the U.S. Fish and Wildlife Service, the Alaska Department of Fish and Game, and the Alaska Department of Natural Resources to work with Koniag to amend the Master Agreement and Easements as necessary to allow Koniag the second opportunity at its sole election to terminate the Master Agreement and Easements after the next regularly scheduled Council meeting expected to be held in the Fall of 2013.

Provided further, that the amendment(s) shall contain or be subject to the following terms or conditions:

1. The election by Koniag to terminate will be exercised no later than thirty (30) calendar days after the Council's next regularly-scheduled meeting in 2013 by sending written notice to the Council at 4210 University Drive, Anchorage, AK 99508-4626.
2. If Koniag exercises this election:  
The Master Agreement and Easements will expire thirty (30) days after receipt by the Council of the notice from Koniag of its election to terminate; and  
Koniag's year 11 payment will be reduced on a pro-rata basis. This reduced year-11 payment will be paid no later than ninety (90) days after receipt of Koniag's notice of its election to terminate.
3. If Koniag does not exercise the election to terminate, the Master Agreement and Easements will continue pursuant to their terms.

If the U.S. Fish and Wildlife Service, the Alaska Department of Fish and Game, and Koniag reach agreement regarding mutually beneficial modifications to the Master Agreement

and the Easements, those proposed modifications must be received by the Council in writing no later than September 3, 2013.

Approved by the Council at its meeting of February 21, 2013, held in Anchorage, Alaska, as affirmed by our signatures affixed below.

  
\_\_\_\_\_  
TERRI MARCERON  
Forest Supervisor  
Chugach National Forest  
U.S. Department of Agriculture

\_\_\_\_\_  
MICHAEL C. GERAGHTY  
Attorney General  
Alaska Department of Law

\_\_\_\_\_  
PAT POURCHOT  
Special Assistant to the Secretary of the  
Interior for Alaska Affairs  
Office of the Secretary  
U.S. Department of the Interior

\_\_\_\_\_  
JAMES BALSIGER  
Administrator, Alaska Region  
National Marine Fisheries Service  
U.S. Department of Commerce

\_\_\_\_\_  
CORA CAMPBELL  
Commissioner  
Alaska Department of Fish and Game

\_\_\_\_\_  
LARRY HARTIG  
Commissioner  
Alaska Department of Environmental  
Conservation

Attachment 1: Resolution 12-09

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Chugach National Forest  
U.S. Department of Agriculture



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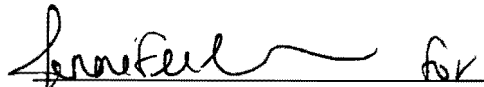
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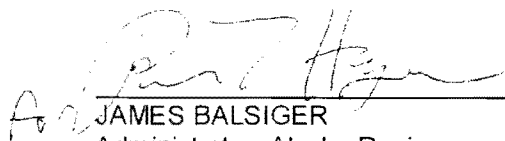
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Attachment 1: Resolution 12-09



**RESOLUTION 12-09 OF THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL  
REGARDING THE KONIAG MASTER AGREEMENT  
AND CONSERVATION EASEMENT**

The *Exxon Valdez* Oil Spill Trustee Council (the "Council") is responsible for the management and investment of the *Exxon Valdez* Oil Spill Joint Trust Fund (the "Joint Trust Fund"). The Joint Trust Fund is used by the governments for purposes of restoring, replacing, enhancing, rehabilitating or acquiring the equivalent of natural resources and services lost or injured as a result of the oil spill.

Whereas the Council, at its January 16, 2001 meeting by Resolution 01-08 authorized, and subsequently executed in 2002, a long-term agreement with Koniag, Inc. ("Koniag") for the protection of certain lands on Kodiak Island, Alaska "Master Agreement for Protection of Certain Lands and Resources Between Koniag, Inc., the United States of America and the State of Alaska" ("Master Agreement") in addition to a Conservation Easement and the Camp Island Limited Development Easement (collectively, the "Easements");

Whereas Section 4(b) of the Master Agreement, as amended, requires Koniag to notify the United States and the State of Alaska in writing by October 1, 2012 that it wishes to extend the Easements for a secondary term of ten years in return for the payment schedule pertaining to years 11 through 20 (2012-2022) set forth in Section 5(d) of the Master Agreement;

Whereas on September 13, 2012, William Anderson, Jr., President and CEO of Koniag, on behalf of Koniag, requested by letter to the Council to extend the notification date to November 13, 2012, with an additional extension and further conditions; and


Whereas the Council, at its September 14, 2012, meeting considered Koniag's request and agreed that providing Koniag, the U.S. Fish and Wildlife Service, and the Alaska Department of Fish and Game more time to discuss certain matters relating to the Master Agreement and Easements would be beneficial. However, the Council determined that, rather than extend the notification date as requested by Koniag, it would offer Koniag a one-time opportunity to unilaterally terminate the Master Agreement and Easements following the first regularly scheduled Council meeting in 2013.

Therefore, by unanimous consent, we hereby direct the U.S. Fish and Wildlife Service, the Alaska Department of Fish and Game, and the Alaska Department of Natural Resources to work with Koniag to amend the Master Agreement and Easements as necessary to allow Koniag a one-time election to terminate the Master Agreement and Easements.

Provided further, that the amendment(s) shall contain or be subject to the following terms or conditions:

1. The election by Koniag to terminate would have to be exercised no later than 30 calendar days after the Council's first regular meeting in 2013 by sending written notice to the Council at 4210 University Drive, Anchorage, AK 99508-4626.
2. If Koniag exercised this election:
  - a. the Master Agreement and Easements would expire 30 days after receipt by the Council of the notice from Koniag of its election to terminate; and
  - b. Koniag's year 11 payment would be reduced on a pro-rata basis. This reduced year 11 payment would then be paid no later than 90 days after Koniag's notice of its election to terminate.
3. If Koniag does not exercise the election to terminate, the Master Agreement and Easements will continue pursuant to their terms.

Approved by the Council as affirmed by our signatures affixed below.

  
STEVE ZEMKE  
Trustee Alternate  
Chugach National Forest  
U.S. Department of Agriculture

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MICHAEL C. GERAGHTY  
Attorney General  
Alaska Department of Law

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#### ATTACHMENTS

- Attachment A: 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 (April 2012)
- Attachment B: First Amendment to the Conservation Easement (April 2012)
- Attachment C: September 13, 2012 Letter From Koniag, Inc. re: Proposed Amendments to a Master Agreement for Protection of Certain Lands and Resources Dated July 31, 2002

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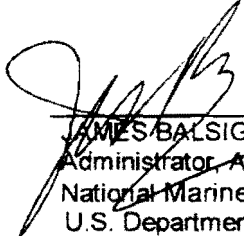
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STATE BUSINESS - NO CHARGE

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

THIS 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 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 (hereinafter "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.

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**WHEREAS**, Section 4(b) 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**, 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**, the Parties wish to conform the terms of the Agreement to the terms of the Easement so that the notice of Koniag's election to extend the Easement is the same in 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 second sentence of Section 4 of the Agreement will be amended by striking "July 15, 2012" and replacing it with "October 1, 2012".
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 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.<br>194 Alimaq Drive<br>Anchorage, 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<br><br>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  
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: William Anderson Jr.  
William Anderson Jr.  
President/CEO

UNITED STATES OF AMERICA

Date: 4/5/12

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

STATE OF ALASKA

Date: 4/10/12

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 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 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

Page 5 of 7

Second Amendment to Agreement



5 of 7


2012-000814-0

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.

(SEAL)

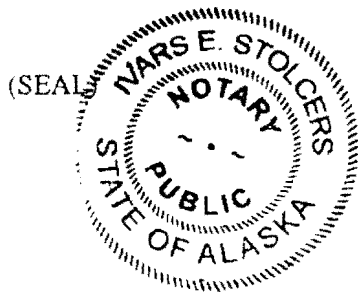


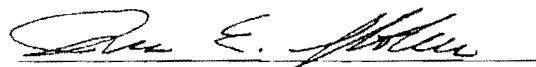
  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 7/12/14

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

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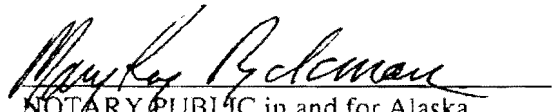


ACKNOWLEDGEMENT

STATE OF ALASKA                     )  
   )       ss:  
THIRD JUDICIAL DISTRICT         )

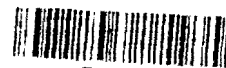
The foregoing instrument was acknowledged before me by Ed Fogels, Deputy Commissioner, Department of Natural Resources, State of Alaska on this 10 day of April, 2012.

(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.





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

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

UNITED STATES OF AMERICA

Date: 4/5/12

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

STATE OF ALASKA

Date: 4/10/12

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

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 )  
THIRD JUDICIAL DISTRICT )

SS:

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.,

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First Amendment to Conservation Easement  
Koniag, Inc. Grantor



5 of 7

2012-000815-0

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.

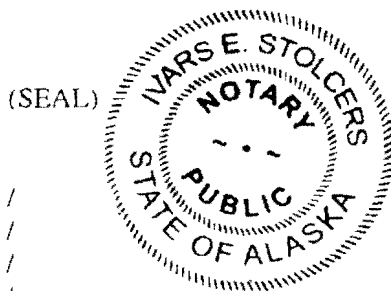


NOTARY PUBLIC in and for Alaska  
My Commission Expires: 7/12/14

## ACKNOWLEDGEMENT

STATE OF ALASKA                   )  
  )  
THIRD JUDICIAL DISTRICT         )                   SS:

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 5/4 day of April, 2012.



Don E. Johnson  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 12/5/13

Page 6 of 7

First Amendment to Conservation Easement  
Koniag, Inc. Grantor



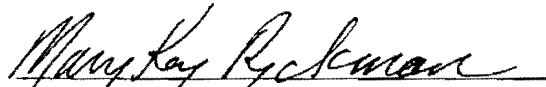
6 of 7  
2012-000815-0

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

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September 13, 2012

Ms. Elise Hsieh  
Executive Director  
Exxon Valdez Oil Spill Trustee Council  
4210 University Drive  
Anchorage, AK 99508-4626



Re: Proposed Amendments to a Master Agreement for  
Protection of Certain Lands and Resources Dated July 31, 2002

Dear Ms. Hsieh:

This is to advise you and the Exxon Valdez Oil Spill Trustee Council ("Council") that Koniag, Inc., the State of Alaska, and the United States Fish and Wildlife Service have reached an agreement with respect to the process which they wish to follow to consider amendments to the Master Agreement and to the Conservation Easement and the Camp Island Limited Development Easement ("Camp Island Easement," collectively the "Easements") which were initially executed pursuant to the Master Agreement. I would appreciate it if you would circulate this letter to the members of the Council. I am also providing copies of this letter to the other Parties. It reflects my understanding of the process that has been agreed to.

As you are aware, without further action by Koniag, the Conservation Easement will expire on October 14, 2012 (Conservation Easement Section 2(a)), and that the Parties have been in discussions regarding the status of the Easements since February. It is the understanding of the Parties that any extension of the expiration date of the initial term of the Conservation Easement and the adoption of substantive amendments to the Master Agreement or to the Easements require the approval of not only the Parties, but also the Council. To this end, we are submitting to the Council for its consideration and approval the following summary of the Parties' agreement, which if approved by the Council, will be memorialized in a formal agreement and executed by the Parties prior to October 1, 2012.

4500 B Street, Suite 407  
Anchorage, Alaska 99508  
(907) 561-2008  
Fax: (907) 561-3298

### **AGREEMENT SUMMARY**

The primary or initial terms of the Conservation Easement and the Camp Island Easement will be extended for thirty (30) days, until 11:59 p.m. on November 13, 2012 ("Initial Extension"). During the Initial Extension, the Parties will discuss the topics/issues set out on Attachment A to this letter, and determine whether the provisions of the Conservation Easement should be amended to further address these topics and if so, how it should be amended. If an agreement is reached by all three Parties as to the treatment of these issues in the Conservation Easement, then the Initial Extension of the term of the Conservation Easement and the Camp Island Easement will be extended until the tenth day following the first meeting of the Council after April 1, 2013 ("Second Extension").

During the Second Extension, the Parties will prepare formal amendments to the Master Agreement, Conservation Easement and Camp Island Easement which reflect their agreement ("Formal Amendments"). These amendments will be submitted to the Council for its approval at the first council meeting after April 1, 2013.

Should the Parties fail to reach an agreement on the issues during the Initial Extension and as the result the Second Extension is not triggered, then Koniag shall have the right, upon written notice to the United States and the State of Alaska, to elect to continue under the existing Conservation Easement and Camp Island Easement or to permit the Conservation Easement and the Camp Island Easement to expire as of 11:59 p.m. on November 13, 2012.

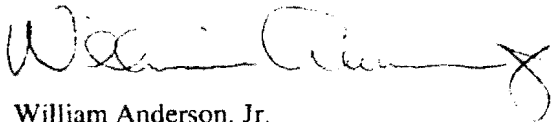
Should the Formal Amendments not be satisfactory to Koniag or should the Parties be unable to agree upon Formal Amendments, then Koniag shall have the right, upon written notice to the United States and the State of Alaska, to elect to continue under the existing Conservation Easement and Camp Island Easement or to elect to terminate the Conservation Easement and the Camp Island Easement as of 11:59 p.m. on April 1, 2013.



On behalf of Koniag, I would like to express our appreciation for the Council's consideration of this proposal. This has been a long process, but please be aware that Koniag is committed to the protection of these lands.

Yours truly,

KONIAG, INC.

A handwritten signature in black ink, appearing to read "William Anderson, Jr.", with a stylized flourish at the end.

William Anderson, Jr.  
President and CEO

Enclosure: Attachment A

cc with Attachment:      Mr. Geoff Haskett, Regional Director, Region 7  
   U.S. Fish and Wildlife Service  
   Mr. Mitch Ellis, Regional Refuge Chief of Alaska  
   U.S. Fish and Wildlife Service  
   Mr. Ed Fogels, Deputy Commissioner  
   Department of Natural Resources, State of Alaska  
   Mr. Thomas Brookover, Deputy Director  
   Division of Sport Fish, State of Alaska  
   Mr. Brad Palach, Natural Resource Manager, III  
   Department of Fish & Game, State of Alaska

## **ATTACHMENT A**

### **Issue Agenda**

1. Unguided Use and Reporting
2. Agency Use and Reporting
3. Alternate Bear Viewing Locations
4. Designated Campsites
5. Vessel Operations
6. Internships and Enforcement
7. Function and Authority of Management Group