

AMENDMENT NO. 4

to the

COOPERATIVE AGREEMENT

between the

**State of Alaska
Department of Fish and Game**

and the

City of Seward

**for the construction, operation and maintenance of
research infrastructure improvement at the
Alaska SeaLife Center in Seward, Alaska**

THIS AMENDMENT NO. 4 ("Amendment") is made and entered into between the State of Alaska, Department of Fish and Game, PO Box 25526, Juneau, Alaska 99802-5526 (hereinafter referred to as "ADF&G"), and the City of Seward, PO Box 167, Seward, Alaska 99664 (hereinafter referred to as "City"), collectively referred to as the "Parties."

The Parties executed a Cooperative Agreement between ADF&G and City for the Construction, Operation, and Maintenance of Research Infrastructure Improvements at the Alaska SeaLife Center in Seward, Alaska, dated April 28, 1995, which was recorded in Book 76, Page 788, of the records of the Seward Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 providing for the FISH PASS, revision of the PAYMENT PROCEDURES and revision of the DETAILED BUDGET, as amended by Amendment No. 2 providing for purchase of research equipment and restoration program exhibitry, and as amended by Amendment No. 3 eliminating the requirement that the United States, the Trustee Council, and the Executive Director are named as additional loss payees (hereinafter with amendments referred to as "Cooperative Agreement"),

NOW, THEREFORE, the Parties agree as follows:

I. AUTHORITY

The Authority of ADF&G to enter into this Amendment to the Cooperative Agreement is AS 16.05.050(13), AS 36.30.850(c), and AS 37.14.400 *et seq.* The Parties are entering into this Amendment pursuant to paragraph III.RR of the Cooperative Agreement.

II. DEFINITIONS

The following shall, for all purposes of this Amendment, have the following meanings:

- A. "Amended Cooperative Agreement" shall mean the Cooperative Agreement as amended by this Amendment.
- B. "Amendment" shall mean this Amendment No. 4 to the Cooperative Agreement.
- C. General Definitions. All other capitalized terms in this Amendment shall have the same meaning as set forth in the Cooperative Agreement.

III. PURPOSE OF AMENDMENT

The purpose of this Amendment is to remove the role, future obligations, rights and responsibilities of ADF&G from the Cooperative Agreement.

IV. COVENANTS

ADF&G and City do hereby covenant and agree as follows:

- A. The Cooperative Agreement is amended as follows. Removed language is marked with ~~striketrough~~ and added language marked as **underlined**.

- 1. Section III(U) shall be amended as follows:

City ownership. The City shall own, operate, and maintain the Project for the practical life of the Facility.

- 1. Subject to (2) of this section, the practical life of the Facility shall end upon the occurrence of both of the following (i) the City makes a reasonable determination, ~~as verified by an independent financial consultant selected or approved by ADF&G~~, that the Facility is not capable of generating revenues sufficient to cover the operating expenses and debt service of the Facility, plus fund sufficient reserves for repairs and replacements in the Facility; and (ii) while being operated in accordance with any recommendation from the independent financial consultant and in accordance with terms and conditions of the Agreement during the two-year period following the City's determination, the Facility does not generate revenues sufficient to cover the operating expenses and debt service of the Facility. Plus fund sufficient reserves for repairs and replacements in the Facility.
 - 2. In no event shall the City be required to operate and maintain the Facility after the earlier of (i) the date 50 years from the date of

Final Acceptance, and (ii) any event causing damage to, or destruction of, the Facility, where the cost of repairing or restoring the Facility, net of any available reserves and insurance proceeds not reduced for applicable deductibles and coinsurance, exceeds ten percent of the replacement cost of the Facility.

2. Section III(V) shall be removed in its entirety.

3. Section III(X) shall be amended as follows:

Remedies Upon Breach by City. Whenever an event of default by the City shall have occurred, and any applicable period for giving notice and any opportunity to cure shall have expired, ADF&G shall have the following rights and remedies in addition to any rights and remedies that may be available by law:

1. Declare this Agreement terminated.
2. ~~Recover all monies previously paid to the City under this Agreement that were not spent in accordance with the Agreement.~~
3. ~~ADF&G shall have the option to enter and assume the operation of the Alaska Sealife Center, including the Facility under paragraph III.V. ADF&G shall exercise this option by written notice to the City within one year after the period for giving notice of the default and any opportunity for cure shall have expired.~~
4. 2. Seek specific performance of any term or provision of this Agreement.

4. Section III(Z) shall be removed in its entirety.

5. Section III(AA) shall be amended as follows:

Indemnification. The City shall indemnify ~~the State~~ and the EVOS Trustee Council according to the provisions described in Appendix 8. Any references in Appendix 8 to ADF&G taking over the facility are rendered meaningless as they are inconsistent with the intent of this Amendment.

- B. Except as set forth in this Amendment, all the provisions of the Cooperative Agreement shall remain unchanged and in full force and effect.

V. EFFECTIVE DATE

This Amendment shall be effective on the date the last signature to the Amendment is certified.

STATE OF ALASKA
DEPARTMENT OF FISH AND GAME

By: Doug Vincent-Lang Commissioner

Signed: [Signature]

Date: 10/9/2025



STATE OF ALASKA
THIRD JUDICIAL DISTRICT

ss.

Subscribed and sworn to before me on 10/9/25, in Anchorage, Alaska.
(date) (town)

Notary [Signature]

Notary for and in the State of Alaska

My commission expires with office

(seal)

CITY OF SEWARD, ALASKA

By: Kat Sorenson, City Manager

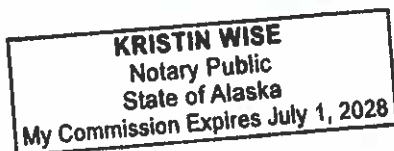
Signed: [Signature]

Date: 10/16/2025

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

ss.

Subscribed and sworn to before me on 10/16/25, in Seward, Alaska.
(date) (town)



(seal)

Notary [Signature]

Notary for and in the State of Alaska

My commission expires July 1, 2028