



The United States of America

To all to whom these presents shall come, Greeting:

Patent

AKAK106551960

This Patent is issued by the UNITED STATES, Department of the Interior, Bureau of Land Management, 222 West Seventh Avenue, #13, Anchorage, Alaska 99513-7504, as GRANTOR, to The King Cove Corporation, 38 Windy Walkway, King Cove, Alaska 99612, as GRANTEE, for lands in the Aleutian Islands Recording District.

WHEREAS

The King Cove Corporation

is entitled to a patent pursuant to the Exchange Agreement between The King Cove Corporation ("KCC") and the United States of America, Department of the Interior, U.S. Fish and Wildlife Service, effective October 21, 2025, as authorized by Sec. 1302(h) of the Alaska National Interest Lands Conservation Act of December 2, 1980, 16 U.S.C. § 3192(h), of the surface and subsurface estates in the following-described lands:

Lots 1 and 2, U.S. Survey No. 14495, Alaska.

Containing 484.22 acres, as shown on the plat of survey approved on August 30, 2018, and Officially filed on March 18, 2019; and,

The subsurface estate only in the following-described lands:

Lot 3, U.S. Survey No. 14495, Alaska.

Containing 5.74 acres, as shown on the plat of survey approved on August 30, 2018, and Officially filed on March 18, 2019.

Aggregating 489.96 acres.

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NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA unto the above-named corporation the surface and subsurface estates as to Lots 1 and 2, and subsurface estate only as to Lot 3, in the lands above described; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said corporation, its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

A right of access providing ingress and egress to or through all portions of lands herein conveyed for the purposes of 1) gaining access to Refuge lands, 2) monitoring impacts to Refuge resources, and 3) allowing the United States of America to meet its future obligations, if any, under section 120(h)(3)(A)(ii)(II) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9620(h)(3)(A)(ii)(II).

GRANTOR AND GRANTEE REPRESENT, WARRANT, AND COVENANT, as follows:

1. As required under 42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II), Grantor provides notice that these lands are located within a Formerly Used Defense Site ("FUDS") and that there is the potential for unexploded ordnance, discarded military munitions, and munitions constituents on the property. The Grantor represents that this notice contains all information available, based on a complete search of agency files, regarding the type, quantity, and location of hazardous substances and the time at which the substances were stored, released, or disposed of on the Property.
2. As required under 42 U.S.C. § 9620(h)(3)(A)(i)(III), Grantor represents that, based on a complete search of agency files, remedial action took place in October 1957, when the United States Air Force certified that the portions of the FUDS located within the U.S. Exchange Lands, with the exception of specified water bodies, had been cleared of dangerous and/or explosive materials that were reasonably possible to detect and recover and designated those lands for unrestricted future use, subject to the covenant set forth below.
3. Accordingly, Grantor hereby represents and warrants, as required under 42 U.S.C. § 9620(h)(3)(A)(ii)(I), that all remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken as of the date of this conveyance, and, pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(II), any additional remedial action found to be necessary after the date of conveyance shall be conducted by the United States.

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4. By accepting this patent, and pursuant to 42 U.S.C. § 9620(h)(3)(A)(iii), Grantee covenants that it shall allow, and shall require its lessees and licensees to allow, the United States and its agents or contractors access to the Property to undertake, or to oversee the undertaking of, all remedial or corrective actions determined by the United States to be necessary after conveyance of the Property where such remediation or correction addresses contamination on the Property as of the date of Transfer. Such access shall include the authority to enter the Property at all reasonable times; the authority to collect samples and to conduct testing on the Property; the authority to remove, and to dispose of solid or hazardous waste; and the authority to take all other actions which are reasonably incident to or necessary to the conduct of response actions or corrective actions.

5. By accepting this patent, the Grantee agrees the following covenant applies to the entirety of the lands herein conveyed. This covenant will be construed as running with the real property, and may be enforced by the Grantor in a court of competent jurisdiction:

- a. If Grantee discovers any condition that indicates the presence of hazardous substances, unexploded ordnance, discarded military munitions, and munitions constituents on these conveyed lands it will promptly notify the United States Army Corps of Engineers, the Fish and Wildlife Service, and the Bureau of Land Management of the discovery.
- b. Upon notification by Grantee, the United States will investigate and, if necessary, take measures to address threats to human health or the environment posed by the newly discovered conditions in accordance with applicable law. The obligation described in this paragraph does not extend to new environmental conditions that did not exist as of the date of the conveyance to Grantee.
- c. The United States shall bear all costs relating to any required environmental site assessments and related compliance and remediation, if any, of these conveyed lands; provided, however, that Grantee shall be solely responsible for the costs of any environmental investigations or remediation that is necessary as a result of the actions or omissions of Grantee or its agents after it acquires these lands.

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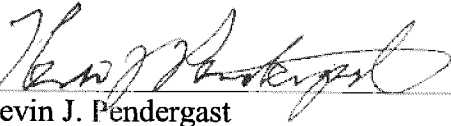
THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO:

1. Valid existing rights therein, if any; and
2. The terms and conditions of the Exchange Agreement between KCC and the United States of America, by and through the Department of the Interior, U.S. Fish and Wildlife Service, effective October 21, 2025. A copy of the Agreement can be found in the Bureau of Land Management case file, serial number AKAK106551960.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Anchorage, Alaska, the twenty-first day of October in the year of our Lord two thousand and twenty-five and of the Independence of the United States the two hundred and fiftieth.

By 
Kevin J. Pendergast
State Director
Bureau of Land Management Alaska
UNITED STATES OF AMERICA

Return recorded document to:
The King Cove Corporation
38 Windy Walkway
King Cove, Alaska 99612

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