Brian Duffy, AK Bar #0307036
John Havelock, AK Bar #6101006
Havelock & Duffy
632 Christensen Drive, Suite 100
Anchorage, Alaska 99501
(907) 276-2916

James D. Nelson, AK Bar #0410057
Betts, Patterson & Mines, P.S.
One Convention Place
701 Pike Street, Suite 1400
Seattle, Washington 98101-3927
(206) 292-9988

Attorneys for Ninilchik Natives Association, Inc.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

NINILCHIK NATIVES ASSOCIATION, INC.,	)	
Plaintiff,	)	CIVIL COMPLAINT
vs.	)	Case No:3:10-CI-_____
COOK INLET REGION, INC.,	)	
Defendant.	)	
	)	Jury Trial Demanded

Plaintiff Ninilchik Natives Association, Inc. ("Ninilchik") states and alleges as follows:

Parties

1. Ninilchik is an Alaska Native village corporation formed under the Alaska Native Claims Settlement Act of 1971, 43 U.S.C. §§ 1601-1642 (as amended) ("ANCSA").

2. Cook Inlet Region, Inc. ("CIRI") is an Alaska Native regional corporation formed under ANCSA.

Jurisdiction and Venue

3. This Court has original jurisdiction of this civil action under 28 U.S.C § 1331 because it arises under the laws of the United States, specifically 43 U.S.C. §§ 1601-1642. This Court may exercise supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

4. This Court has personal jurisdiction of Ninilchik and CIRI.

5. Venue is proper in this Court because Ninilchik and CIRI are Alaska corporations having their principal places of business in Alaska.

Facts

6. ANCSA extinguished all aboriginal title and claims of aboriginal title to lands in Alaska in exchange for the distribution of money and land to Alaska Natives.

7. ANCSA did not convey the lands and money directly to individual Native Alaskans but instead provided for distributions to be made to regional and village corporations in which Alaska Natives would be the shareholders.

8. ANCSA required each of the approximately 200 Native villages to create village corporations to receive the land conveyances. ANCSA also provided for the formation of thirteen regional corporations.

9. ANCSA required the United State Department of the Interior ("Interior") to withdraw all available public lands in the township in which any Native village was located, as well as all public lands in two concentric rings of townships around the Village.

10. Section 12(a) of ANCSA authorized each village to select its designated number of acres from these withdrawn lands for conveyance to the village corporation. These are known as "§ 12(a) selections."

11. In addition to lands received by the villages pursuant to § 12(a), § 12(b) of ANCSA required Interior to allocate additional lands to each regional corporation on the basis of Native population until the total § 12(a) and § 12(b) acreage equaled 22 million acres. The regional corporations receiving § 12(b) lands were required to distribute those lands among their constituent village corporations "on an equitable basis."

12. Nirnilchik is a village corporation within the Cook Inlet region. The regional corporation for the Cook Inlet region is Cook Inlet Region, Inc., commonly known as "CIRI."

13. Other villages and native groups within the Cook Inlet region relevant to this dispute include Alexander Creek Native Association, Inc., Chickaloon-Moose Creek Native Association, Inc., Knikatnu, Inc., Salamatof Native Association, Inc., Seldovia Native Association, Inc., and Tyonek Native Corporation ("the other villages").

14. In the Cook Inlet region, the land selection process has not gone smoothly. Because considerable segments of the land near the Cook Inlet villages are either owned by third parties or are under water, the withdrawals mandated by ANCSA immediately surrounding the villages have not been sufficient to satisfy the villages' land entitlements. Accordingly, Interior made compensatory "deficiency withdrawals" from the nearest unreserved, vacant and unappropriated lands. These deficiency lands were on the west side of Cook Inlet and in the Talkeetna Mountains.

15. ANCSA required the villages to make their § 12(a) selections by December 18, 1974. As the deadline approached, however, the eligibility of two villages in CIRI's region, Salamatof and Alexander Creek, was unresolved. Due to this uncertainty, Interior did not specifically designate land withdrawn for selection by each village, but withdrew a single block of land for the group of villages. This approach forced the villages to compete for the same land.

16. To resolve this potential conflict, the villages decided to make and prioritize their selections of various tracts of land in a series of rounds, similar to a player draft in professional sports. To account for the unresolved contingencies as to whether Alexander Creek or Salamatof would be included as ANCSA villages, the villages conducted four separate rounds selections. Those rounds were labeled Methods A, B, C, and D. The rounds were based upon four mutually exclusive hypotheticals, only one of which could occur. In Method A, both Alexander Creek and Salamatof were presumed eligible to participate in the land selection process. In Method B, Salamatof was presumed eligible but not

Alexander Creek. In Method C, Alexander Creek was presumed eligible but not Salamatof. In Method D, neither was presumed eligible.

17. The villages were uncertain as to whether this procedure would result in selections that complied with ANCSA. The villages sought and received assurances from Bureau of Land Management (BLM) officials that the process was consistent with the provisions of ANCSA. Relying upon those assurances, the villages filed their § 12(a) selections with Interior in December of 1974.

18. The land settlement posed other problems for the villages, the federal government, and the State of Alaska. The villages contended that Interior's deficiency withdrawals included lands of much lower quality than the original lands surrounding their villages that were deemed ineligible for withdrawal. The villages filed suit, Cook Inlet v. Kleppe, challenging the validity of the deficiency withdrawals. The federal government and the State of Alaska desired some of the land selected by the villages in their § 12(a) selection rounds for the creation of a national park and other public purposes. They also wanted to limit the lands from which the villages could fulfill their 12(b) entitlement.

19. Interior, the State of Alaska, and CIRI entered into negotiations that resulted in an agreement entitled "Terms and Conditions for Land Consolidation and Management in the Cook Inlet Area" ("Terms and Conditions"). The Terms and Conditions essentially involved a large land exchange among the State of Alaska, the federal government, and CIRI. The Terms and Conditions required congressional approval. The legislation that ratified the Terms and Conditions, Pub. L. No. 94-204, 89 Stat. 1145, 43 U.S.C. § 1611 (note) (1976), contained

pre-conditions that required the villages to give up their § 12(a) claims to certain lands in exchange for other selections and to dismiss Cook Inlet v. Kleppe before the Terms and Conditions could go into effect.

20. The Terms and Conditions and P.L. No. 94-204 provided that they would not become effective unless the villages terminated their legal challenge to the adequacy of the deficiency withdrawals and relinquished some of their § 12(a) selections in exchange for others. These conditions were ultimately satisfied. The Terms and Conditions became effective in 1978.

21. In May of 1976, the BLM issued a decision rejecting many of the § 12(a) selection claims filed by the village corporations in the Cook Inlet region, contrary the BLM's previous assurances that it would accept the villages' § 12(a) selections.

22. The rejections had potentially grave consequences for the villages because ANCSA contained no provision authorizing the resubmission of new selections after the 1974 statutory deadline. Thus, the villages were faced with the prospect of losing a significant portion of their § 12(a) land entitlements.

23. Given the possibility that they would not receive their § 12(a) entitlements, Ninilchik and the other village corporations authorized CIRI to pursue a legislative solution to the problem. The "12(a) Conveyance Agreement," as it was termed, calls for CIRI to seek legislation to restore the villages' full § 12(a) entitlements.

24. According to the 12(a) Conveyance Agreement, the proposed mechanism was for CIRI to receive title to the lands from the United States and

subsequently to reconvey those lands to the village corporations guided by a set of standards.

25. The 12(a) Conveyance Agreement provides, "[u]nless the affected village Corporations otherwise agree, their § 12(a) selections, including the specific tract selected and the priorities listed in those selections, shall govern." The 12(a) Conveyance Agreement further states that the villages' Methods A, B, C, and D selections are appended to it.

26. The 12(a) Conveyance Agreement provides that where there is no conflict among the village corporations arising from the alternative methods of filing (Methods A, B, C, and D) and it is clear the village corporation will be eligible to receive the land, CIRI shall reconvey the land to the village corporation within ten working days of receiving the land from Interior.

27. The 12(a) Conveyance Agreement also states, "[e]xcept as specifically provided in this agreement, the provisions of ANCSA are fully applicable to this agreement, such provisions to be insured by the legislation attached."

28. The 12(a) Conveyance Agreement does not specifically state how a village will fulfill its § 12(a) entitlement in the event that CIRI does not receive title to the land a village selected in the "operative Method."

29. Ultimately, Salamatof was determined to be eligible and Alexander Creek was not, thus making Method B the "operative Method." Correspondingly, alternative Methods A, C, and D, which set forth the villages' selections and priorities based upon contingencies that never occurred, were all inoperative.

30. CIRI and Interior then entered into an agreement dated August 31, 1976, known as the "Deficiency Agreement." Although the villages were extremely interested in the negotiations between CIRI and Interior, they were not parties to the Deficiency Agreement. The Deficiency Agreement contemplates the transfer of withdrawn lands from the federal government to CIRI, for retransfer to the villages. The Deficiency Agreement describes lands eligible for conveyance in two separate appendices to the agreement: Appendix A and Appendix C. The Deficiency Agreement also references the 12(a) Conveyance Agreement and "attache[s]" it as an appendix.

31. The villages expected that under the Deficiency Agreement they would receive their lands in the same order and priority as selected in the operative Method B, even though many of the villages' selections involved lands listed in Appendix A of the Deficiency Agreement, while others involved lands listed in Appendix C of the Deficiency Agreement.

32. CIRI expected Interior would convey Appendix C land to CIRI so that the villages could receive their lands in the same order and priority as they had designated in the operative Method B.

33. CIRI and the villages' expectation that Interior would convey Appendix C land to CIRI was mistaken. This mistaken expectation was the basis upon which CIRI agreed to enter into the land exchange, and the villages agreed to give up § 12(a) claims in exchange for other selections, and dismiss their lawsuit. The fact that Interior did not convey Appendix C land to CIRI had a material adverse effect on CIRI's ability to fulfill Ninilchik's § 12(a) entitlement.

34. In order to implement the Deficiency Agreement, Interior needed statutory authority to convey the land to CIRI for reconveyance to the villages. This authority was provided by Pub. L. No. 94-456, 90 Stat. 1935, 43 U.S.C. § 1611 (note) (1976).

35. On November 24, 1986, the United States conveyed to CIRI lands described in Appendix A of the Deficiency Agreement through Interim Conveyance 1305. Interim Conveyance 1305, which is recorded in the Illiamna Recording District, states that CIRI "is entitled to a conveyance pursuant to Secs. 14(e) and 22(j) of the Alaska Native Claims Settlement Act of December 18, 1971, 43 U.S.C. 1601, 1613(e), 1621(j), Sec. 4 of the Act of October 4, 1976, Public Law (P.L.) 94-456, 43 U.S.C. 1611 nt, and Sec. 12 of the Act of January 2, 1976, P.L. 94-204, 43 U.S.C. 1611 nt, for the surface and subsurface estates in the following described lands . . . ." The legal descriptions in Interim Conveyance 1305 include the lands at issue in this lawsuit.

36. Interim Conveyance 1305 specifies that the United States grants these lands to CIRI subject to "[t]he terms and conditions of the agreement dated August 31, 1976, between Cook Inlet Region, Inc. and the Secretary of the Interior" (the Deficiency Agreement). Interim Conveyance 1305 states that a copy of the Deficiency Agreement is "attached to and made a part of this conveyance document and shall be recorded therewith . . . ." Attached to the Deficiency Agreement recorded with the conveyance document is the 12(a) Conveyance Agreement.

37. In 1982, after CIRI had conveyed the villages' higher priority § 12(a) selections listed in Appendix A, it requested that Interior convey the land next on the list of the villages 12(a) selection priorities. These lands are listed in Appendix C of the Deficiency Agreement.

38. In 1991, Interior notified CIRI that pursuant to the Deficiency Agreement, CIRI was not entitled to a conveyance of Appendix C lands because some Appendix A lands remained available. No Appendix C lands could become available until all Appendix A lands had been distributed.

39. Interior's ruling was of particular concern to Ninilchik because the ruling changed the terms of the alternative Method selection process as Ninilchik and the other parties had understood it when they made their selections in 1974,

40. In the operative Method B selection round in 1974, Ninilchik had made extensive selections of lands early in the process that were later designated as Appendix C lands.

41. Despite Interior's refusal to convey Appendix C land to CIRI, the other villages were able to fulfill their § 12(a) entitlements because they had made sufficient § 12(a) selections and over-selections from Appendix A lands.

42. CIRI protested Interior's decision not to convey the Appendix C land. Interior's position was upheld by an opinion of the Solicitor in 1994 that was adopted by the Assistant Secretary for Lands and Minerals Management.

43. CIRI and the villages filed suit. The district court ruled that the language of the Deficiency Agreement was unambiguous and that, according to its plain meaning, Interior could convey lands from Appendix C only if the lands

from Appendix A proved insufficient to meet the villages' statutory entitlements. Because the lands from Appendix A were sufficient to meet those entitlements, the district court rejected the villages' claims and ruled in favor of the government.

44. The villages and CIRI appealed. On appeal, the villages argued that because Ninilchik had no more § 12(a) selections among the lands listed in Appendix A, Interior was required to convey Appendix C land to CIRI. There was no dispute among the parties to this appeal that Method B was the operative selection process, and that Methods A, C and D were ineffective and inoperative.

45. The Ninth Circuit Court of Appeals upheld the decision of the district court, ruling that the Deficiency Agreement required all Appendix A lands to be distributed before any Appendix C lands could be distributed. CIRI was not entitled to receive Appendix C lands because, as it turned out, Appendix A lands would suffice to satisfy all the villages' § 12(a) entitlements. Chickaloon-Moose Creek Native Ass'n, Inc. v. Norton, 360 F.3d 972, 980 (9th Cir. 2004).

46. All the villages except Ninilchik had made sufficient Method B selections that fell within Appendix A to satisfy their § 12(a) entitlement. But Ninilchik's Method B selections within Appendix A were insufficient to fulfill its § 12(a) entitlement.

47. The Ninth Circuit specifically addressed Ninilchik's unique situation, and required Ninilchik to make new selections. It held that Ninilchik "must fulfill its § 12(a) entitlement from Appendix A land not subject to other villages' § 12(a) selections." Chickaloon, 360 F.3d at 984 (emphasis added).

48. The Ninth Circuit knew about the inoperative Methods A, C, and D. In footnote 5 of its opinion, the Ninth Circuit referred to "available lands within Appendix A that Ninilchik selected in the alternative rounds that were based upon contingencies that did not occur." The "alternative rounds that were based on contingencies that did not occur" were Methods A, C, and D.

49. The Ninth Circuit did not direct Ninilchik to "fulfill its § 12(a) entitlement" from "available lands within Appendix A that Ninilchik selected in the alternative rounds that were based upon contingencies that did not occur." Therefore, pursuant to the Ninth Circuit's decision, Ninilchik is required and has the right to fulfill its § 12(a) entitlement from any Appendix A land not subject to other villages' § 12(a) selections.

50. Because Ninilchik had used several of its early round selections to choose what later turned out to be Appendix C lands, Ninilchik lost the opportunity to select the more valuable lands in Appendix A that had been selected by the other villages.

51. Ninilchik discussed with CIRI the possibility of asking Congress to legislate a remedy that would enable Ninilchik to fulfill its § 12(a) entitlement on a more equitable basis.

52. The other villages were concerned that a legislative request by CIRI on behalf of Ninilchik would delay the other villages in finalizing their land selections under the provisions of a separate agreement entered into in 1975 entitled the "12(b) Selections Agreement," which states that after the § 12(a)

entitlements have been established, the villages will agree upon a process to prioritize their § 12(b) selections.

53. The villages have not made any § 12(b) selections, nor have the villages reached agreement on how to prioritize their § 12(b) selections.

54. CIRI and the villages discussed a number of alternative ways to resolve Ninilchik's § 12(a) entitlement.

55. In a Memorandum addressed to Deficiency Lands Group, dated March 7, 2007, Keith Sanders, Senior VP of Land and Legal Affairs, and Kim Cunningham, Director of Land and Resources Department for CIRI stated:

> Priorities under 12(a) were previously established in a series of voluntary "rounds" selections undertaken by the Villages in 1974[.] The document setting forth the "rounds" selections is sufficient to establish 12(a) priorities for every Village except Ninilchik. Because of Ninilchik's extensive selection of "Appendix C" lands in the rounds process and the federal court's ultimate decision to disallow conveyance of such lands, Ninilchik possesses the right to select more than 8,000 acres of 12(a) entitlement in the Appendix A area, but has no pre-established, prioritized selections in place for such lands.

56. CIRI and the other villages encouraged Ninilchik to make § 12(a) selections of Appendix A land not subject to other villages' § 12(a) selections expeditiously, so that the § 12(b) selection process could proceed and the other villages could receive their remaining ANCSA land.

57. Representatives of CIRI pointed to the unnamed peninsula between Iniskin and Illiamna bays as an area where Ninilchik could make its § 12(a) selections without impacting the § 12(a) selections of other villages. CIRI went to great lengths, and expended substantial sums of money, in an effort to

persuade Ninilchik to select lands in this area, where the lands at issue are located.

58. In reliance upon CIRI's representations, the positions taken by the other villages, and the Terms and Conditions, Ninilchik undertook an extensive due diligence investigation on the available Appendix A lands and abandoned its efforts to seek a legislative remedy.

59. While Ninilchik was investigating the Appendix A lands available for selection, plans for development of the proposed Pebble Mine started to become known.

60. The proposed Pebble Mine is believed to contain vast mineral deposits in the Bristol Bay region of Southwest Alaska, near Lake Illiamna and Lake Clark.

61. Some of the proposed plans for the Pebble Mine include the construction of a port facility (Pebble Port) at a site located on the unnamed peninsula adjacent to Iniskin Bay, and a freight road (Pebble Road) roughly 100 miles long between the mine and the new port.

62. The potential Pebble Port site includes land that was withdrawn by Interior as a deficiency withdrawal. Some of the lands that the Pebble Road might cross were also withdrawn by Interior as a deficiency withdrawal. These lands were available for selection by the villages when they made their rounds selections in 1974. No village selected land that is within any known potential Pebble Port site or portions of the Pebble Road right of way.

63. CIRI holds title to the land on which the Pebble Port and key portions of the Pebble Road may be located. The land is on the unnamed peninsula between Iniskin and Illiamna bays, is identified in Appendix A, and is not subject to other villages' § 12(a) selections. CIRI repeatedly urged Ninilchik to make its § 12(a) selections from this area after the Chickaloon decision and before plans for the Pebble Port and Pebble Road were first announced.

64. As the various plans for the Pebble Port and Pebble Road became public, Ninilchik began to realize that selecting lands in the area CIRI suggested might turn out to be advantageous, depending upon future development.

65. CIRI and the other villages also became aware that lands located on the unnamed peninsula between Iniskin and Illiamna bays might have potential value. They were also aware that these lands might be available as a priority § 12(b) selection, through a process agreed upon by all of the villages, if CIRI did not convey the land for the proposed Pebble Port site to Ninilchik to satisfy Ninilchik's § 12(a) entitlement.

66. Before Ninilchik submitted its land selections to CIRI in 2008, CIRI did not notify Ninilchik that CIRI would reject Ninilchik's § 12(a) selections, despite being aware of the plans for development of the proposed Pebble Port and Pebble Road.

67. Before Ninilchik submitted to CIRI its land selections in 2008, the other villages did not notify Ninilchik that they objected to Ninilchik's selection of its § 12(a) lands from the lands located on the unnamed peninsula between

Iniskin and Illiamna bays, despite being aware of the plans for development of the proposed Pebble Port and Pebble Road.

68. In April of 2008, Ninilchik delivered to CIRI a document titled Request for Reconveyance. This document identified Ninilchik's remaining § 12(a) selections as follows:

T6S, R25W, Seward Meridian
Sections:
13 All and 14 All
22 All and 23 All
10 All and 15 All
02 All and 11 All
03 All and 04 All
05 All and 08 All
06 All and 09 All

T7S, R25W, Seward Meridian
Sections
05 All

T6S, R25W, Seward Meridian
Sections:
31 All and 32 All
27 All and 28 All

20 All and 29 All
01 All and 12 All
07 All and 18 All
19 All

T5S, R25W, Seward Meridian
Sections:
31 All and 32 All

T6S, R26W Seward Meridian
Sections
27 All and 34 All

T7S, R26W, Seward Meridian
Sections
29 All and 20 All
21 All

69. In its § 12(a) selections, Ninilchik requested CIRI to reconvey to Ninilchik lands on the unnamed peninsula between Iniskin and Illiamna bays that have been identified as one of the potential sites for the Pebble Port, and lands that may include a portion of the Pebble Road.

70. When Ninilchik announced its selection of lands identified as a possible site for the proposed Pebble Port, the other villages began to protest Ninilchik's § 12(a) selections publicly.

71. Because of the other villages' opposition, CIRI advised Ninilchik that it would not convey to Ninilchik the lands Ninilchik selected to fulfill its § 12(a) entitlement. CIRI announced that it would not convey to Ninilchik the lands that Ninilchik selected in its 2008 Request for Reconveyance absent a broad release of liability from the other villages.

72. The villages and CIRI entered into a further agreement entitled "Consent to Conveyance," in which each village agreed that CIRI could convey to the villages their § 12(a) selections as prioritized in the Method B rounds process, and that Ninilchik reserved all of its rights and remedies related to its § 12(a) entitlement. The villages waived their right to sue CIRI or each other over the § 12(a) conveyances as prioritized in the Method B rounds process.

73. Ultimately, CIRI filed an interpleader complaint in district court naming all of the villages as parties and asking the court to resolve the dispute

over whether CIRI should convey the lands Ninilchik selected to Ninilchik. The court granted Ninilchik's motion to dismiss.

74. In a letter dated December 23, 2009, CIRI announced that it was attempting to fulfill its obligation to reconvey § 12(a) selections to the villages. With the letter, each of the other villages received deeds to the lands it had selected in the Method B round.

75. In its December 23 letter, CIRI rejected Ninilchik's Request for Reconveyance. Instead, CIRI sent Ninilchik two deeds to lands chosen by CIRI that Ninilchik had listed in the inoperative Methods A, C and D selections. CIRI announced that it chose Ninilchik's § 12(a) lands based upon its own interpretation of the 12(a) Conveyance Agreement and the § 12(b) Conveyance Agreement.

76. Ninilchik rejected the deeds that CIRI prepared and delivered to Ninilchik. Only one tract described in a deed CIRI presented to Ninilchik is a tract that Ninilchik identified in the 2008 Request for Reconveyance. All other tracts described in the deed do not conform to Ninilchik's § 12(a) selections. Ninilchik demanded that CIRI convey the § 12(a) selections that Ninilchik identified in the 2008 Request for Reconveyance to Ninilchik.

77. CIRI has not responded to Ninilchik's demand.

78. Each of the other villages has received and accepted its § 12(a) conveyances and has waived any right to sue in protest over § 12(a) conveyances to the other villages.

79. CIRI does not have any remaining obligations to convey land to the other village corporations under the 12(a) Conveyance Agreement.

80. CIRI is obligated to convey to Ninilchik the lands Ninilchik selected and identified in Ninilchik's 2008 Request for Reconveyance, but has failed to do so despite demand.

Claims

Violation of ANCSA

81. Ninilchik realleges and incorporates the allegations set forth in paragraphs 1 through 80 above.

82. CIRI's rejection of Ninilchik's § 12(a) selections identified in the 2008 Request for Reconveyance and failure to convey the lands to Ninilchik is a violation of 43 U.S.C. §§ 1601-1642 (as amended) and related provisions, particularly 43 U.S.C. § 1611. Ninilchik, not CIRI, is entitled to make § 12(a) selections.

83. Accordingly, Ninilchik asks the Court to order CIRI to satisfy Ninilchik's ANCSA § 12(a) entitlements by conveying title to the surface estates in the lands identified and prioritized in Ninilchik's 2008 Request for Reconveyance.

Specific Performance of Contract

84. Ninilchik realleges and incorporates the allegations set forth in paragraphs 1 through 83 above.

85. CIRI's rejection of Ninilchik's § 12(a) selections identified in the 2008 Request for Reconveyance and failure to convey the lands to Ninilchik is a

breach of the 12(a) Conveyance Agreement and other related ANCSA agreements that were adopted and ratified by Congress that require that CIRI convey to Ninilchik its § 12(a) selections.

86. Ninilchik asks the Court to order CIRI to satisfy Ninilchik's ANCSA § 12(a) entitlements by conveying title to the surface estates in the lands identified and prioritized in Ninilchik's 2008 Request for Reconveyance.

Jury Demand

87. Ninilchik hereby respectfully demands trial by jury pursuant to Fed. R. Civ. P. 39.

Prayer for Relief

WHEREFORE, Plaintiff Ninilchik Natives Association, Inc. respectfully prays as follows:

1. For judgment that CIRI shall satisfy Ninilchik's ANCSA § 12(a) entitlements by conveying title to the surface estates for the lands identified and prioritized in Ninilchik's 2008 Request for Reconveyance to Ninilchik;

2. To have and recover its costs or suit, including a reasonable attorney's fee;

3. To have its pleadings amended to conform to the proof offered at the time of trial or other hearing herein; and

4. For such further favorable relief and the Court deems just and appropriate.

Dated: April 16, 2010

Havelock & Duffy

By: /s/
Brian Duffy AK Bar #0307036
John Havelock AK Bar #6101006

Betts, Patterson & Mines, P.S.

By: /s/
James D. Nelson, AK Bar #0410057