

104<sup>TH</sup> CONGRESS  
1<sup>ST</sup> SESSION

# H. R. 421

To amend the Alaska Native Claims Settlement Act to provide for the purchase of common stock of Cook Inlet Region, and for other purposes.

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IN THE HOUSE OF REPRESENTATIVES

JANUARY 4, 1995

Mr. YOUNG of Alaska introduced the following bill; which was referred to the Committee on Resources

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## A BILL

To amend the Alaska Native Claims Settlement Act to provide for the purchase of common stock of Cook Inlet Region, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. PURCHASE OF SETTLEMENT COMMON STOCK**  
4 **OF COOK INLET REGION.**

5 (a) IN GENERAL.—Section 7(h) of the Alaska Native  
6 Claims Settlement Act (43 U.S.C. 1606(h)) is amended  
7 by adding at the end the following new paragraph:

8 “(4)(A) As used in this paragraph, the term ‘Cook  
9 Inlet Regional Corporation’ means Cook Inlet Region, In-  
10 corporated.

1       “(B) The Cook Inlet Regional Corporation may, by  
2 an amendment to its articles of incorporation made in ac-  
3 cordance with the voting standards under section  
4 36(d)(1), purchase Settlement Common Stock of the Cook  
5 Inlet Regional Corporation and all rights associated with  
6 the stock from the shareholders of Cook Inlet Regional  
7 Corporation in accordance with any provisions included in  
8 the amendment that relate to the terms, procedures, num-  
9 ber of offers to purchase, and timing of offers to purchase.

10       “(C) Subject to subparagraph (D), and notwithstand-  
11 ing paragraph (1)(B), the shareholders of Cook Inlet Re-  
12 gional Corporation may, in accordance with an amend-  
13 ment made pursuant to subparagraph (B), sell the Settle-  
14 ment Common Stock of the Cook Inlet Regional Corpora-  
15 tion to itself.

16       “(D) No sale or purchase may be made pursuant to  
17 this paragraph without the prior approval of the board of  
18 directors of Cook Inlet Regional Corporation. Except as  
19 provided in subparagraph (E), each sale and purchase  
20 made under this paragraph shall be made pursuant to an  
21 offer made on the same terms to all holders of Settlement  
22 Common Stock of the Cook Inlet Regional Corporation.

23       “(E) To recognize the different rights that accrue to  
24 any class or series of shares of Settlement Common Stock  
25 owned by stockholders who are not residents of a Native

1 village (referred to in this paragraph as ‘non-village  
2 shares’), an amendment made pursuant to subparagraph  
3 (B) shall authorize the board of directors (at the option  
4 of the board) to offer to purchase—

5           “(i) the non-village shares, including the right  
6           to share in distributions made to shareholders pur-  
7           suant to subsections (j) and (m) (referred to in this  
8           paragraph as ‘nonresident distribution rights’), at a  
9           price that includes a premium, in addition to the  
10          amount that is offered for the purchase of other vil-  
11          lage shares of Settlement Common Stock of the  
12          Cook Inlet Regional Corporation, that reflects the  
13          value of the nonresident distribution rights; or

14           “(ii) non-village shares without the nonresident  
15          distribution rights associated with the shares.

16          “(F) Any shareholder who accepts an offer made by  
17          the board of directors pursuant to subparagraph (E)(ii)  
18          shall receive, with respect to each non-village share sold  
19          by the shareholder to the Cook Inlet Regional Corpora-  
20          tion—

21           “(i) the consideration for a share of Settlement  
22          Common Stock offered to shareholders of village  
23          shares; and

24           “(ii) a security for only the nonresident rights  
25          that attach to such share that does not have at-

1 tached voting rights (referred to in this paragraph  
2 as a ‘non-voting security’).

3 “(G) An amendment made pursuant to subparagraph  
4 (B) shall authorize the issuance of a non-voting security  
5 that—

6 “(i) shall, for purposes of subsections (j) and  
7 (m), be treated as a non-village share with respect  
8 to—

9 “(I) computing distributions under such  
10 subsections; and

11 “(II) entitling the holder of the share to  
12 the proportional share of the distributions made  
13 under such subsections;

14 “(ii) may be sold to Cook Inlet Region, Inc.;

15 and

16 “(iii) shall otherwise be subject to the restric-  
17 tions under paragraph (1)(B).

18 “(H) Any shares of Settlement Common Stock pur-  
19 chased pursuant to this paragraph shall be canceled on  
20 the conditions that—

21 “(i) non-village shares with the nonresident  
22 rights that attach to such shares that are purchased  
23 pursuant to this paragraph shall be considered to  
24 be—

25 “(I) outstanding shares; and

1           “(II) for the purposes of subsection (m),  
2           shares of stock registered on the books of the  
3           Cook Inlet Regional Corporation in the names  
4           of nonresidents of villages;

5           “(ii) any amount of funds that would be distrib-  
6           utable with respect to non-village shares or non-vot-  
7           ing securities pursuant to subsection (j) or (m) shall  
8           be distributed by Cook Inlet Regional Corporation to  
9           itself; and

10          “(iii) village shares that are purchased pursu-  
11          ant to this paragraph shall be considered to be—

12                  “(I) outstanding shares, and

13                  “(II) for the purposes of subsection (k)  
14                  shares of stock registered on the books of the  
15                  Cook Inlet Regional Corporation in the names  
16                  of the residents of villages.

17          “(I) Any offer to purchase Settlement Common Stock  
18          made pursuant to this paragraph shall exclude from the  
19          offer—

20                  “(i) any share of Settlement Common Stock  
21                  held, at the time the offer is made, by an officer (in-  
22                  cluding a member of the board of directors) of Cook  
23                  Inlet Regional Corporation or a member of the im-  
24                  mediate family of the officer; and

1           “(ii) any share of Settlement Common Stock  
2 held by any custodian, guardian, trustee, or attorney  
3 representing a shareholder of Cook Inlet Regional  
4 Corporation in fact or law, or any other similar per-  
5 son, entity, or representative.

6           “(J)(i) The board of directors of Cook Inlet Regional  
7 Corporation, in determining the terms of an offer to pur-  
8 chase made under this paragraph, including the amount  
9 of any premium paid with respect to a non-village share,  
10 may rely upon the good faith opinion of a recognized firm  
11 of investment bankers or valuation experts.

12           “(ii) Notwithstanding any other provision of law,  
13 Cook Inlet Regional Corporation, a member of the board  
14 of directors of Cook Inlet Regional Corporation, and any  
15 firm or member of a firm of investment bankers or valu-  
16 ation experts who assists in a determination made under  
17 this subparagraph shall not be liable for damages resulting  
18 from terms made in an offer made in connection with any  
19 purchase of Settlement Common Stock if the offer was  
20 made—

21           “(I) in good faith;

22           “(II) in reliance on a determination made pur-  
23 suant to clause (i); and

24           “(III) otherwise in accordance with this para-  
25 graph.

1       “(K) The consideration given for the purchase of Set-  
2 tlement Common Stock made pursuant to an offer to pur-  
3 chase that provides for such consideration may be in the  
4 form of cash, securities, or a combination of cash and se-  
5 curities, as determined by the board of directors of Cook  
6 Inlet Regional Corporation, in a manner consistent with  
7 an amendment made pursuant to subparagraph (B).

8       “(L) Sale of Settlement Common Stock in accordance  
9 with this paragraph shall not diminish a shareholder’s sta-  
10 tus as an Alaska Native or descendant of a Native for  
11 the purpose of qualifying for those programs, benefits and  
12 services or other rights or privileges set out for the benefit  
13 of Alaska Natives and Native Americans. Proceeds from  
14 the sale of Settlement Common Stock shall not be ex-  
15 cluded in determining eligibility for any needs-based pro-  
16 grams that may be provided by Federal, State or local  
17 agencies.”.

18       (b) CONFORMING AMENDMENT.—Section 8(c) of  
19 such Act (43 U.S.C. 1607(c)) is amended by striking  
20 “(h)” and inserting “(h) (other than paragraph (4))”.

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