

103^D CONGRESS
2^D SESSION

S. 2249

To amend the Alaska Native Claims Settlement Act, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JUNE 29 (legislative day, JUNE 7), 1994

Mr. MURKOWSKI (for himself and Mr. STEVENS) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To amend the Alaska Native Claims Settlement Act, 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 Section 7(h) of the Alaska Native Claims Settlement
6 Act (43 U.S.C. 1606(h)) is amended by adding at the end
7 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; and

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.

10 “(I) Any offer to purchase Settlement Common Stock
11 made pursuant to this paragraph shall exclude from the
12 offer—

13 “(i) any share of Settlement Common Stock
14 held, at the time the offer is made, by an officer (in-
15 cluding a member of the board of directors) of Cook
16 Inlet Regional Corporation or a member of the im-
17 mediate family of the officer; and

18 “(ii) any share of Settlement Common Stock
19 held by any custodian, guardian, trustee, or attorney
20 representing a shareholder of Cook Inlet Regional
21 Corporation in fact or law, or any other similar per-
22 son, entity, or representative.

23 “(J)(i) The board of directors of Cook Inlet Regional
24 Corporation, in determining the terms of an offer to pur-
25 chase made under this paragraph, including the amount

1 of any premium paid with respect to a non-village share,
2 may rely upon the good faith opinion of a recognized firm
3 of investment bankers or valuation experts.

4 “(ii) Notwithstanding any other provision of law,
5 Cook Inlet Regional Corporation, a member of the board
6 of directors of Cook Inlet Regional Corporation, and any
7 firm or member of a firm of investment bankers or valu-
8 ation experts who assists in a determination made under
9 this subparagraph shall not be liable for damages resulting
10 from terms made in an offer made in connection with any
11 purchase of Settlement Common Stock if the offer was
12 made—

13 “(I) in good faith;

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

16 “(III) otherwise in accordance with this para-
17 graph.

18 “(K) The consideration given for the purchase of Set-
19 tlement Common Stock made pursuant to an offer to pur-
20 chase that provides for such consideration may be in the
21 form of cash, securities, or a combination of cash and se-
22 curities, as determined by the board of directors of Cook
23 Inlet Regional Corporation, in a manner consistent with
24 an amendment made pursuant to subparagraph (B).

1 “(L) The eligibility of any Native or descendant of
2 a Native for any programs, benefits, services, or other
3 rights or privileges made available to Natives or descend-
4 ants of Natives by any agency of the Federal Government
5 or the government of a State or political subdivision of
6 a State shall not be diminished or affected by the sale
7 of Settlement Common Stock in accordance with this
8 paragraph.”.

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