



561 E. 36th Ave., Ste 120
Anchorage, AK 99503
907-222-6900 phone
907-222-6955 fax

**AGREEMENT FOR PROVISION
OF
SHAREHOLDER LIST AND/OR OTHER CORPORATE DOCUMENTS**

This AGREEMENT is entered into this _____ day of _____, 20____, by and between LEISNOI, INC., an Alaska corporation whose address is 561 E. 36th Ave, Ste. 120, Anchorage, Alaska 99503 (“LEISNOI”), and _____, a resident of _____, whose address is _____ (“Shareholder”).

Leisnoi is an Alaska Native Village Corporation created pursuant to the provision of the Alaska Native Claims Settlement Act and its shareholders were designated pursuant to a lengthy enrollment process conducted by the United States government for the purpose of identifying and enrolling eligible Alaska Natives.

The shareholders of Leisnoi, unlike the shareholders of other corporations, cannot sell or transfer their stock in Leisnoi except under very limited circumstances; and

It is the policy of Leisnoi to limit the disclosure of its shareholder list and other corporate records to only those purposes which relate to the governance of the corporation; and

Shareholder wishes to inspect and copy specific records of Leisnoi for the purposes set forth below.

In consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Shareholder request. Shareholder wishes to examine the following documents: (Please state with particularity the purpose of the inspection and/or request, the specific documents being requested, and how each such document is directly connected to the purpose of the inspection.)

2. Provision of material. Those documents identified above, which Leisnoi has not objected to and the review of which are permitted under A.S. § 10.096.430 (b), shall be made available by Leisnoi to Shareholder in satisfaction of the rights of Shareholder to inspect and copy specific records pursuant to the provisions of A.S. § 10.06.430. These documents made available by Leisnoi are referred to as “Material.”

The following Materials will be made available to shareholder:

List of shareholders of Leisnoi, together with their addresses.

For document requests exceeding 100 pages, there may be a small copy fee charged.

Shareholder acknowledges that if list is to be used for the solicitation of proxies, the date of the list must be the same as the record date of the meeting or the list may not identify all shareholders eligible to participate at the meeting.

Leisnoi shall prepare the Materials and shall make them available to Shareholder within seven (7) working days of approval of this agreement by Leisnoi's President. At the time Shareholders picks up or is mailed the Materials, Shareholder shall pay the above referenced fees.

3. Protection of Materials. Shareholder acknowledges and represents that the Materials will be used only for the purpose set out in Section 1 hereof. Shareholder further agrees that (s)he will not reproduce or duplicate the list/labels or Materials, nor permit the Materials to be reproduced or duplicated, nor will (s)he sell or otherwise distribute them or use them for any purpose not authorized by this Agreement. Shareholder acknowledges that (s)he is responsible for any unauthorized use of such list/labels and that a violation of this section could result in the refusal of the Corporation to provide Shareholder with any shareholder record materials in the future.
4. Liquidated Damages. Shareholder further acknowledges and agrees that it may not be possible to measure the damages resulting from the violation of Section 3 by Shareholder, and that should Shareholder be found by a final order of a Court having jurisdiction to enter such order, to have violated the provisions of Section 3 hereof, then Shareholder shall pay Leisnoi the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as liquidated and agreed damages.
5. Disclaimer. Nothing in the Agreement nor the granting of the Shareholder's requests for Materials shall constitute an endorsement of the items the Shareholders intends to circulate or the position taken therein by Shareholder, nor shall they in any way limit the rights of Leisnoi to enforce the terms of this Agreement in the event the Materials are used in violation of the Agreement or to challenge the veracity or correctness of the items which Shareholder may circulate utilizing the Materials.

6. Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Venue for any action brought under this Agreement shall be in the Superior Court for the Third Judicial District of Alaska, at Anchorage, Alaska.
7. Remedies. In the event of the breach of this Agreement, the non-breaching party shall have available to it all remedies at law or in equity, including but not limited to, the right to require specific performance, even though such party may have an adequate remedy at law.
8. Entire Agreement. This Agreement contains the entire agreement of the parties, and supersedes any and all written or oral covenants, warranties, or representations of either party, except as contained herein.
9. Attorneys Fees. In the event any party shall bring any action or proceeding under this Agreement or to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred by it.
10. Section Headings. Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
11. Effective Date. This Agreement shall become effective, and enforceable according to its terms, when signed by an authorized representative of both Leisnoi and Shareholder.

Dated at _____, Alaska, this _____ day of _____, 20____

LEISNOI, INC.

By: _____
It's President

SHAREHOLDER
