



"Preserving our tribal culture, protecting our lands, and empowering our people."

ANCSA Village Corporation for the Native Village of Tetlin, Alaska since 1973

-- LAND USE PERMIT CONDITIONS (Revised 1)--

TETLIN NATIVE CORPORATION (TNCorp) HOLDS OWNERSHIP OF 100,000+ ACRES FOR SHAREHOLDER BENEFIT. TO USE THIS LAND, NON-SHAREHOLDERS MUST OBTAIN PERMISSION FROM TNCorp BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS. FOR DETAILS: EMAIL admin@tetlincorp.com, OR CALL: (907) 280 – 9498 or (907) 347-2741.

A PERMIT GRANTS PERMISSION to the Permittee, the right to enter upon certain lands as described in Paragraph 1 below (hereinafter "Subject Lands"), owned by the Tetlin Native Corporation, an Alaska Native Corporation organized pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C.A. § 1601 et. seq., having its principal place of business at the address listed above (hereinafter "Owner"), for the limited purpose identified in the Permit.

The Permit is granted subject to Permittee's compliance with the following terms and conditions:

1. SUBJECT LANDS. The lands subject to this permit are described as follows:
Land contained in U.S. Survey No. 2547, representing a portion of the boundary of the former Tetlin Indian Reservation.
2. ACKNOWLEDGMENT. Permittee acknowledges that it has no legal or equitable interest in the surface or subsurface estate of the Subject Lands or any portion thereof, and that the issuance of the permit does not create any interest other than the temporary rights of use specifically allowed by his permit. Permittee further acknowledges that no right or authority to enter upon lands other than those owned by Owner and described herein shall be conferred by this permit. Permittee takes this permit subject to the reservations, terms, and conditions of title held by Owner.
3. TERM. The term of this permit shall begin on date of execution and shall continue for a period identified in each Permit until its expiration unless terminated for cause as specified herein. Owner specifically reserves the right not to renew this Permit upon its expiration or termination.
4. FEES. Permittee shall bear all expenses associated with activities under this permit.
5. NON-EXCLUSIVITY. This permit does not grant or confer any exclusive rights to use the subject lands. The Owner reserves the right to permit any and all other uses on the Subject Lands which will not unreasonably interfere with the uses granted herein.
6. NON-TRANSFERABILITY AND NON-ASSIGNABILITY. This permit may not be transferred or assigned for any reason, without prior written consent of Owner, which may be denied.

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7. **PROHIBITED USES.** Permittee acknowledges that uses or activities other than those specifically authorized in this Permit's Approved Purpose, are strictly prohibited. Permittee further acknowledges that it will not use, tamper with, or disturb any existing improvements on Subject Lands without Owner's specific, prior, written authorization.
8. **LAWS AND REGULATIONS.** Permittee, in exercising the privileges authorized herein, shall comply with all applicable state, federal and local laws and regulations.
9. **ENVIRONMENTAL PROTECTION AND SAFETY.** Permittee shall not cause or permit any hazardous materials to be brought on, kept, or used in or about the Subject Lands by Permittee, its agents, employees, contractors, or invitees, without the prior written consent of Owner. Owner shall not unreasonably withhold consent as long as permittee demonstrates to Owner's satisfaction that such hazardous material is necessary to Permittee's project and will be used, kept, and stored in a manner that complies with all laws regulating such hazardous materials brought upon or kept in or about the Subject Lands. If Permittee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Subject Lands cause or permitted by Permittee results in contamination of the Subject Lands, or if contamination of the Subject Lands by hazardous material otherwise occurs for which Permittee is legally liable to owner for damage resulting therefrom, the Permittee shall indemnify, defend, and hold Owner harmless from any and all claims, damages, penalties or fines, which arise during or after the term of this Land Use Permit as a result of such contamination. This indemnification of Owner by Permittee includes, without limitation, costs incurred in connection with any investigation of side conditions or any clean up, remediation, removal or restoration work required by any federal, state, or legal governmental agency or political subdivision because of hazardous material present in the soil or groundwater on or under the Subject Lands. If actions caused or permitted by Permittee result in any contamination of the Subject lands, Permittee shall promptly take all actions at its sole expense as are necessary to return the Subject Lands to the condition existing prior to the introduction of any such hazardous materials to the Subject Lands; provided that Owner's approval of such action shall first be obtained. As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste, which is or becomes regulated by any legal governmental authority, the State of Alaska, or the United States government.
10. **PROTECTION OF ARCHAEOLOGICAL AND HISTORICAL RESOURCES.** Permittee shall not tamper with, interfere with, or remove any artifacts which might be discovered during the course of Permittee's activities, which discovery shall immediately be reported to Owner. Upon discovery, all activities under this permit shall immediately cease until the site is investigated and mitigation measures are approved by the Owner.
11. **SURVEY MONUMENTS.** Permittee agrees not to disturb or destroy survey monuments and shall replace any and all monuments disturbed or destroyed during the term of this Permit, unless Permittee can show that such destruction was the result of another's act or an act of God.
12. **DAMAGES.** Permittee shall exercise due diligence in protecting the Premises owned by the Owner from damages caused by activities under this permit. Permittee shall pay Owner for any damages resulting from activities conducted by Permittee, its agents, employees, licensees or visitors.

TETLIN NATIVE CORPORATION – ANCSA Village Corporation for the Native Village of Tetlin, Alaska

General Manager: (907) 347-2741 ♦ Office Manager: (907) 280-9498 ♦ Fax: (888) 898-1176
 Mailing: P. O. Box 657, Tok, Alaska 99780 ♦ Corporate: 1550 Gillam Way, Fairbanks, AK 99701
www.tetlincorp.com ♦ tetlin@tetlincorp.com

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13. CONDITION OF SUBJECT LANDS NOT WARRANTED. Owner does not warrant that the Subject Lands are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this permit. Permittee assumes any and all risks presented by the condition of the Subject Lands, whether natural or improved.
14. INDEMNIFICATION. The Permittee will at all times fully protect, defend, indemnify and hold harmless Owner, its assigns or successors-in-interest, from and against all actions, claims, losses, demands, suits, liabilities, property damage, or personal injury of any kind including costs and attorney fees, resulting from or arising out of or incident to or connected with any act or omission by the Permittee, its agents, employees, or licensees, or resulting from or arising out of or incident to or in connection in any way with the Permittee's use or occupancy of the Subject Lands, or the exercise of any of the privileges herein.
15. INSPECTIONS. Owner, by and through its officers, agents, employees and/or representatives, reserves the right to inspect the activities of Permittee at any time while on the Subject Lands with or without advance notice. The presence or absence of Owner's inspector shall not release the Permittee of any liability as specified herein. At the Owner's discretion, any or all of the Owner's costs associated with such inspections shall be collected from Permittee.
16. RELATIONSHIP OF PARTIES. Permittee exercises entire control over its activities, subject to the conditions established by this permit. No partnership, limited partnership, joint venture, agency or employment is created between the parties. Permittee's business is separate and apart from the business operated by Owner. Permittee shall have no authority to act for Owner in any manner or to create any liability or obligation binding Owner.
17. ACCESS. Permittee agrees that its operation will not block or hinder Owner's access to Subject lands or any adjacent lands owned by Owner.
18. TERMINATION. This permit may be terminated upon the breach or any of the terms and conditions herein. Such termination shall become effective immediately upon written or oral notice by Owner of breach unless the breached condition is rectified within 24 hours. Failure by Owner to notify Permittee of a breach shall not constitute a waiver of the provision or provisions breached for further action.
19. ENTIRETY OF AGREEMENT. This Land Use Permit represents the entirety of the agreement between the parties with respect to the Permittee's use of the Subject Lands. Any changes or modifications to this Permit must be a writing signed by both parties to be effective.