

LANDS SELECTION COORDINATION AGREEMENT

This Agreement, entered into this 12th day of December, 1974,
by and between DOYON, LIMITED, an Alaska corporation (hereafter "DOYON"), and
DANZHIT HANLAII CORPORATION, an Alaska corporation (hereafter "DANZHIT
HANLAII"):

WITNESSETH:

WHEREAS, the parties hereto were formed pursuant to the Alaska
Native Claims Settlement Act of December 18, 1971,
(Public Law 92-203; 85 Stat. 688) (hereafter known as
the "Settlement Act"); and

WHEREAS, DANZHIT HANLAII is entitled to make certain land
selections pursuant to Section 12(a) of the Settlement
Act; the title to the subsurface estate of which will
be conveyed to DOYON for the benefit of the Region as
a whole; and

WHEREAS, DOYON is entitled to make certain land selections
pursuant to Section 12(c) of the Settlement Act, from
that land withdrawn by Section 11(a)(1) for the Native
village of Circle; and

WHEREAS, Circle village Native residents have historically used
all the land within the present Section 11(a)(1) with-
drawal; and because of the sparseness of game and the
dependence of its residents upon subsistence food
gathering, the lands to be selected by DANZHIT HANLAII
are inadequate to meet the subsistence needs of the
Native residents of Circle village; and

WHEREAS, DOYON may be entitled to reallocate certain selection
rights pursuant to Section 12(b) of the Settlement Act;
and

WHEREAS, the lands encompassed by the Section 11(a)(1) withdrawal
for Circle village have potential for oil and gas, the
development of which would benefit all of the shareholders
of DOYON; and

WHEREAS, the parties deem it desirable to coordinate their
respective land selections with the Circle village

Section 11(a)(1) withdrawal in order to maximize the amount which is owned by DOYON and DANZHIT HANLAI; and WHEREAS, DANZHIT HANLAI has tentatively identified those lands which it would select if it did not coordinate its selections with those of DOYON (attached hereto Appendix A and incorporated herein by reference); and WHEREAS, DOYON and DANZHIT HANLAI also deem it desirable to insure the rights of each party to enter upon and cross the lands selected by the other in the Circle village Section 11(a)(1) withdrawal.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, DOYON and DANZHIT HANLAI, hereby agree and covenant as follows:

1) With the exception of the township or townships in which any part of the village of Circle is located and is required to be selected by DANZHIT HANLAI pursuant to Section 12(a)(1) and those sections described in Appendix ^{A.L.S} A (attached hereto and incorporated herein by reference), DANZHIT HANLAI shall forego, and not select any other land in even numbered townships in even numbered ranges, and in odd numbered townships in odd numbered ranges, and shall select its remaining land entitlement only in even numbered townships in odd numbered ranges or in odd numbered townships in even numbered ranges.

2) DOYON and DANZHIT HANLAI shall enter into a land management contract upon such terms as are mutually agreeable to both parties, under which contract DOYON shall grant to DANZHIT HANLAI the right to manage the surface subsistence resources and uses thereof of that land tentatively identified by DANZHIT HANLAI to be selected but not selected by reason of this Agreement. Said Land Management Contract shall not grant to DANZHIT HANLAI the right to commercially develop any land or resources thereon covered by said Contract, nor shall there be any fees charged by DOYON to DANZHIT HANLAI or by DANZHIT HANLAI to DOYON for the performance of any services thereunder.

3) In the event DOYON receives a reallocation of acreage pursuant to Section 12(b) of the Settlement Act, DOYON shall allocate from it to DANZHIT HANLAII on an acre for acre basis an amount equal to that amount of land tentatively identified by DANZHIT HANLAII for selection, but not selected by DANZHIT HANLAII by reason of this Agreement. The identification of said acreage to be selected by reason of the reallocation shall be made by DANZHIT HANLAII with the advice and consent of DOYON. In the event the reallocation to DOYON under Section 12(b) is insufficient for DOYON to meet its commitments under this Agreement to DANZHIT HANLAII and to any other village corporations in the Yukon Flats area which may be parties to similar agreements, then such acreage reallocated to DANZHIT HANLAII shall be the same percentage of the total acreage received by DOYON for reallocation, as the percentage the land which DANZHIT HANLAII did not select by reason of this Agreement is of the total land not selected by all village corporations which are parties to similar agreements with DOYON.

4) DOYON and DANZHIT HANLAII hereby grants each to the other private easements on and across any and all lands selected and patented to each in the Circle village Section 11(a)(1) withdrawal. Such easements shall be to said parties and shall not constitute a grant of access to the general public. The easements granted by this provision shall run with the land and shall be binding upon all successors in interest to the parties. The easements and rights of access granted by this provision shall be incorporated in a separate document signed by the parties which shall be duly recorded.

5) In order to clarify the respective rights of the parties pursuant to Section 14(f), DOYON and DANZHIT HANLAII agree that the term "within the boundaries of any Native village" in said Section, shall mean that land identified by the map attached hereto as Appendix B, and incorporated herein by reference.

DOYON further agrees that it shall not engage in any exploration, development or removal of minerals from the subsurface estate in the lands thus identified, without first obtaining the consent of DANZHIT HANLAI. DANZHIT HANLAI agrees that it shall not unreasonably withhold its consent for such exploration, development or removal of minerals. This provision shall in no way limit DANZHIT HANLAI's right to compensation as owner of the surface estate for the use and/or damage to the surface estate of lands held by it which might be occasioned by the exploration, development or removal of minerals from the subsurface estate thereof.

6) If any party to this Agreement shall be prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of requirements or regulations of government authority, or any other disabling cause which is beyond the control of the party and which cannot be overcome by the party through the exercise of normal means at a reasonable expense, then in such event any such failure to perform shall not be deemed a breach of this Agreement. The parties thereto hereby agree to use reasonable diligence to remove any such causes of disability as may occur from time to time.

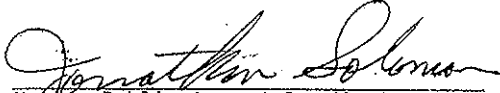
7) General Provisions:

a. Board Resolutions: Each party to this Agreement hereby represents and warrants that its Board of Directors has adopted a resolution at a meeting duly called, noticed, and held at which a quorum was present and voting, which resolution authorized and directed the officers of the corporation to execute this Agreement on its behalf.

b. Modification of Agreement: This Agreement may only be modified by a document in writing executed by all the parties to the Agreement.

known to be said officers and acknowledged that they signed and sealed the foregoing Agreement in behalf of the DANZHIT HANLAII CORPORATION by the authority of its Board of Directors and that said instrument is the free act and deed of the corporation.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my seal the day and year first above-written.


Notary Public in and for Alaska
My Commission expires: 31 Oct 77

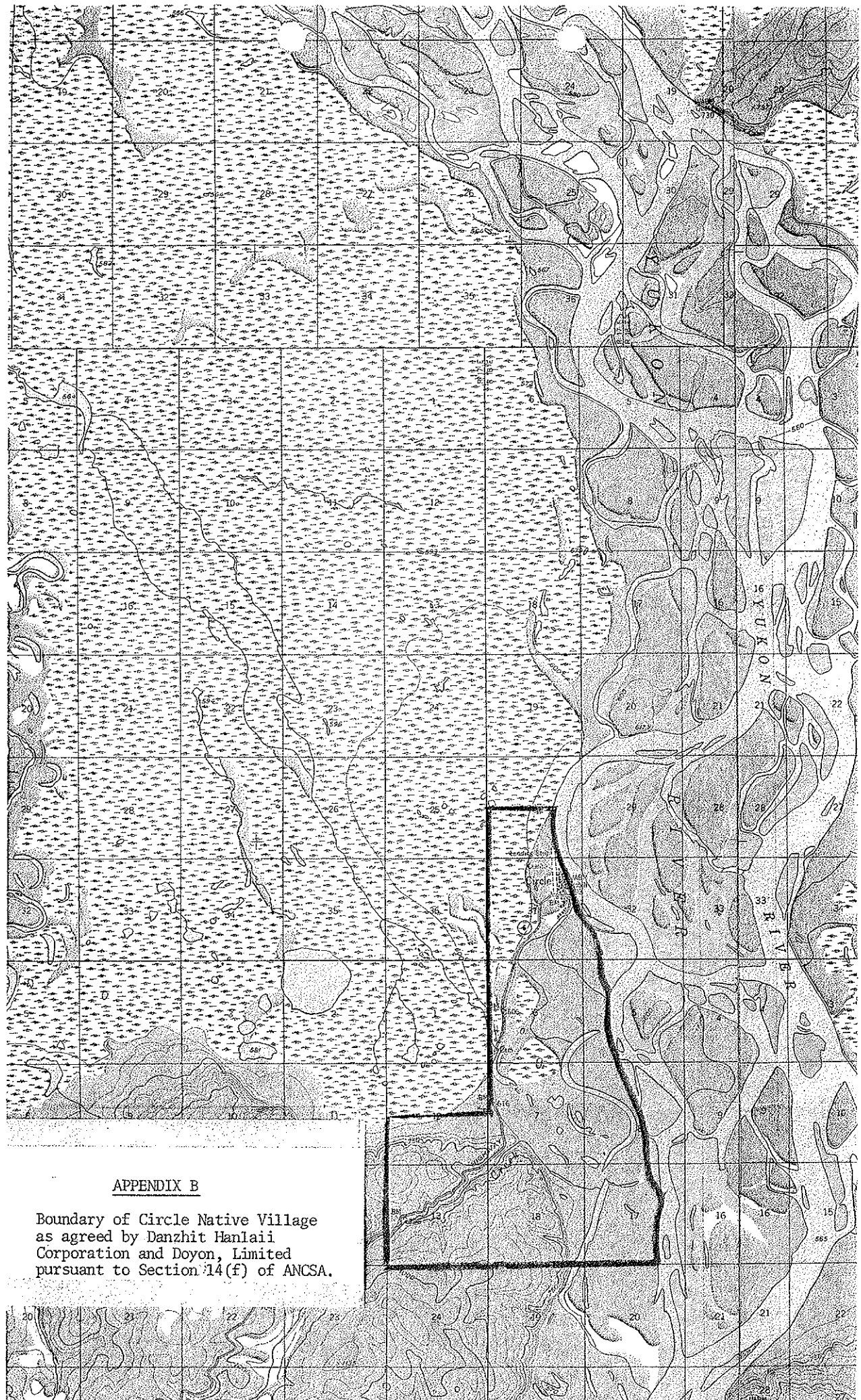
ACKNOWLEDGEMENT

STATE OF ALASKA)
) SS
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ___ day of _____, 1974, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came _____, President, and _____, Secretary, of DOYON, LIMITED, a corporation organized and existing under the laws of the State of Alaska, to me known to be said officers and acknowledged that they signed and sealed the foregoing Agreement in behalf of the DOYON, LIMITED, CORPORATION by the authority of its Board of Directors and that said instrument is the free act and deed of the corporation.

IN WITNESS THEREOF, I have set my hand and affixed my seal the day and year first above-written.

Notary Public in and for Alaska
My Commission expires: _____



APPENDIX B

Boundary of Circle Native Village
as agreed by Danzhit Hanlali
Corporation and Doyon, Limited
pursuant to Section 14(f) of ANCSA.