

AGREEMENT FOR INSPECTION OF CORPORATE RECORDS FORM

NANA Regional Corporation, Inc., Attn: Shareholder Records, PO Box 49, Kotzebue, AK 99752
For assistance, call (907) 442-3301 or (800) 478-3301. Please type or print legibly.



1. PARTIES

Party A

NANA Regional Corporation, Inc.

Party B

Last Name	First Name	Middle Initial	Suffix (Sr./Jr.)
Address	State	Zip	Phone Number

2. RECORDS REQUESTED

Shareholder wishes to inspect the following Records (such request must be authorized by Alaska Statute 10.06.430(b), attached as Exhibit A):

(Such records hereinafter as "Records").

3. PURPOSE OF REQUEST

The purpose of this inspection is: (please state what the specific purpose(s) of the inspection is for each Record requested)

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INFORMATION REGARDING REQUEST

- 4. **COPYING.** At Shareholder’s request, after inspection, NANA may make a copy of any Records requested by Shareholder to be copied. Depending on the extent of the request, there may be a fee for copying. Depending upon the number of copies requested, they may not be available until a reasonable time after the inspection. Any copy of a Record is subject to all of the terms of this Agreement and the term “Record” shall also mean any copy of a Record.
- 5. **PROTECTION OF MATERIALS.** These Records are being provided in satisfaction of the rights of a Shareholder to inspect and copy records pursuant to the provisions of A.S. 10.06.430, a copy of which is attached as Exhibit A. Shareholder acknowledges and represents that the Records will be used only for the purpose set out in Section 2. Shareholder agrees that (1) (s)he will not reproduce or copy the Records; (2) (s)he will not sell or otherwise distribute them; or (3) (s)he will not use them for any purpose not authorized by this Agreement. In no event shall the Records or their contents be released or shown to the news media, or otherwise made available to the public or non-shareholders, except non-shareholders such as attorneys or accountants serving in an advisory capacity to shareholder. Shareholder acknowledges that a violation of this section could result in the refusal of NANA to provide Shareholder with any records in the future, as well as any other remedies available to NANA.
- 6. **DISCLAIMER.** Nothing in this Agreement nor the granting of the Shareholder’s request for the Records shall constitute an endorsement of the items the Shareholder intends to circulate or the position taken therein by Shareholder, or the waiver of any right by NANA to challenge the truth or correctness of the items which Shareholder may circulate utilizing the Records.
- 7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, excluding choice of laws provisions.
- 8. **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.
- 9. **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.
- 10. **EFFECTIVE DATE:** _____

CERTIFICATION

NANA REGIONAL CORPORATION, Inc.

By: _____

It's: _____

SHAREHOLDER

Shareholder Signature

Date

EXHIBIT A

Sec. 10.06.430. Books and records. (a) A corporation organized under this chapter shall keep correct and complete books and records of account, minutes of proceedings of its shareholders, board, and committees of the board, and a record of its shareholders, containing the names and addresses of all shareholders and the number and class of the shares held by each. The books and records of account, minutes, and the record of shareholders may be in written form or in any other form capable of being converted into written form within a reasonable time.

(b) A corporation organized under this chapter shall make its books and records of account, or certified copies of them, reasonably available for inspection and copying at the registered office or principal place of business in the state by a shareholder of the corporation. Shareholder inspection shall be upon written demand stating with reasonable particularity the purpose of the inspection. The inspection may be in person or by agent or attorney, at a reasonable time and for a proper purpose. Only books and records of account, minutes, and the record of shareholders directly connected to the stated purpose of the inspection may be inspected or copied.

(c) An officer or agent who, or a corporation that, refuses to allow a shareholder, or the agent or attorney of the shareholder, to examine and make copies from its books and records of account, minutes, and record of shareholders, for a proper purpose, is liable to the shareholder for a penalty in the amount of 10 percent of the value of the shares owned by the shareholder or \$5,000, whichever is greater, in addition to other damages or remedy given the shareholder by law. It is a defense to an action for penalties under this section that the person suing has within two years sold or offered for sale a list of shareholders of the corporation or any other corporation or has aided or abetted a person in procuring a list of shareholders for this purpose, or has improperly used information secured through a prior examination of the books and records of account, minutes, or record of shareholders of the corporation or any other corporation, or was not acting in good faith or for a proper purpose in making the person's demand.

(d) Nothing in this chapter impairs the power of a court, upon proof by a shareholder of a demand properly made and for a proper purpose, to compel the production for examination by the shareholder of the books and records of account, minutes, and record of shareholders of a corporation. (§ 1ch 166 SLA 1988; am §§ 29 – 31 ch 82 SLA 1989)