

EQUITABLE SERVITUDE

This Equitable Servitude (hereinafter "Instrument") is made this 18 day of SEPT, 2000, by the Bethel Native Corporation whose address is Bethel Native Corporation, P.O. Box 719, Bethel Alaska 99559, as grantors (hereinafter, with its successors and assigns, "Grantor") and the State of Alaska (whose address is State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, Realty Services Section, 550 W. 7th Ave., Suite 1050, Anchorage, AK 99501-3577), as grantee (hereinafter, with its assigns, "Grantee"), for good and valuable consideration.

WHEREAS, Grantor is the owner of the surface estate of certain real property subject to this Instrument (hereinafter the "Property"), which parcel of land is within Sections 10, 14 and 15, Township 8N, Range 72W, Seward Meridian, Bethel Recording District, Fourth Judicial District, State of Alaska and more particularly described as follows:

Commencing for reference at the monumented Corner 1 of the BIA Tract, according to Plat No. 98-9, as recorded April 9, 1998, Bethel Recording District; thence N 89° 55' 59" W, along the north boundary of said BIA Tract, 800.11 ft. to the Point of Beginning of this legal description; thence N 7° 18' 34" E, 210.39 ft.; thence N 46° 29' 56" W, 420.59 ft.; thence N 33° 49' 05" W, 350.77 ft.; thence N 49° 39' 17" W, 376.58 ft.; thence N 5° 54' 45" W, 173.66 ft.; thence N 46° 46' 27" W, 78.09 ft.; thence S 60° 43' 28" W, 156.48 ft.; thence N 42° 32' 24" W, 115.00 ft.; thence N 13° 00' 38" W, 86.67 ft.; thence N 2° 34' 44" E, 514.12 ft.; thence N 38° 53' 15" W, 275.35 ft.; thence N 77° 46' 57" W, 573.12 ft.; thence S 69° 37' 21" W, 257.80 ft.; thence N 71° 10' 08" W, 113.85 ft.; thence N 41° 24' 24" W, 236.92 ft. to a point on the south boundary line of the Stanley Rogers native allotment, the survey of which is depicted on Plat No. 97-17, Recorded September 8, 1997, Bethel Recording District, and from which point the monumented southeast corner of the Stanley Rogers claim bears S 89° 55' 39" E, 822.99 ft.; thence N 89° 55' 39" W, along the south boundary of the Rogers claim, 496.61 ft. to the un-monumented center-south 1/16th corner of Section 10; thence S 0° 00' 32" W, along the centerline of Section 10, 58.23 ft.; thence S 27° 07' 39" E, 562.06 ft.; thence S 82° 30' 46" E, 360.09 ft.; thence N 76° 18' 46" E, 271.62 ft.; thence S 76° 05' 28" E, 545.70 ft.; thence S 4° 08' 26" E, 540.94 ft.; thence S 36° 28' 01" E, 837.88 ft.; thence S 30° 30' 12" E, 724.46 ft. to the west boundary of the aforementioned BIA Tract; thence N 0° 03' 23" E, 183.58 ft. to Corner 2 of the BIA Tract, identical to the northwest corner of said Tract; thence S 89° 55' 59" E, along the north boundary line of the BIA Tract, 469.83 ft. to the Point of Beginning of this description. The land herein described contains a total of 37.34 acres, more or less.

WHEREAS, the Property was contaminated by a release of diesel fuel oil regulated under 18 AAC 75 discovered in 1992-1993 and this release is documented in files of the Alaska Department of Environmental Conservation or its successor in administrative function (hereinafter "ADEC") under Reckey Number 93250110602 and;

WHEREAS, the ADEC has evaluated the human and ecological risks posed by the 1992-1993 diesel fuel release at the Bethel BIA Administration facility at this site on the conservative assumption that the property will be used for residential purposes and humans would reside and use the property on a full-time basis and;

WHEREAS, based upon this assumption, ADEC established an alternative risk based cleanup level of 2,300 mg/kg diesel range organics for this site that is considered protective of human health and the environment (including protection of animal species at the site and;

WHEREAS, there are contaminant levels at the site that exceed the risk-based cleanup level and the ADEC recognizes that cleanup action is appropriate but has determined that contamination in excess of cleanup levels will not migrate from its present location and therefore, under certain conditions, an exposure pathway to human and ecological receptors does not exist and the contamination poses no risk to human health or the environment and;

WHEREAS, this determination is based on the condition that the Property will not be used for any future development or activity that provides a pathway for exposure of the contaminated soil to human and ecological receptors that is above the risk-based cleanup level and;

WHEREAS, this determination is further based on the conclusions in the *Summary of Berry Collection and Analysis at Bethel Bureau of Indian Affairs Administrative Site* (November 29, 1999) that diesel range organics have not bioaccumulated into the area's biota and;

WHEREAS, the requirements, rights, covenants, conditions and restrictions of this Instrument (hereinafter "Provisions") are intended to protect human health, safety, and welfare and the environment;

NOW, THEREFORE, pursuant to the laws of Alaska, Grantor does hereby grant and convey to Grantee forever, subject to conditions, restrictions and limitations of record, an equitable servitude over the Property of the nature and character and to the extent set forth below.

1. Prohibited Activities:

Unless otherwise specifically authorized in writing by the ADEC, and subject to the provisions of subparagraph 4(1), the activities listed below are prohibited:

- (a) Any use of the Property that will or is reasonably likely to result in the creation of additional exposure pathways that increase the risk to human health, safety or welfare or to the environment,
- (b) Any use of suprapermafrost groundwater at the Property, by extraction through wells or other means, which involves consumption or other beneficial use of groundwater,
- (c) Residential use of the Property
- (d) Any excavation or other disturbance of surface cover on the property that exposes soil covered with vegetation or other material,
- (e) Any construction of new structures at the Property.

2. Required Activities

None

3. Permitted Activities

The following activities are permitted without specific authorization by ADEC:

- a. Entry onto the land for the purpose of survey.
- b. Use of the pioneer access road developed for response to the release of diesel fuel oil for purposes of access to parcels of land in or adjacent to the land owned by BNC in sections 9, 10, 11, 14 and 15, Township 8N, Range 72W, Seward Meridian, other than the Property.

4. General Provisions:

(a) This Instrument is for the benefit of Grantee and conveys the perpetual right to Grantee to enforce in its sole discretion, acting through ADEC, the Provisions herein. Nothing herein shall be deemed to create in any third party the right, or in the Grantee the duty, to enforce this Instrument.

(b) All real estate, lots, parcels, or portions thereof located within or on the surface estate of the Property, and any lease, conveyance, or transfer covering or describing any part thereof or interest therein, shall be subject to the Provisions herein. By acceptance of such conveyance or transfer, each lessee, transferee or grantee and each of their heirs, successors, transferees or assigns agrees with Grantor and each other to be bound by the Provisions herein.

(c) The Provisions herein shall run with the land in perpetuity and shall be binding upon Grantor. This Instrument shall automatically be terminated and be without further force or effect, upon the recordation by Grantee of a Release of Equitable Servitude stating that the Provisions herein are no longer required by ADEC to protect human health, safety and welfare and the environment.

(d) Nothing in this Instrument shall relieve Grantor from liability for injuries occurring on, or resulting from its activities on the Property, for which Grantor would otherwise ordinarily be liable.

(e) Grantor hereby covenants to and with Grantee that Grantor is lawfully seized of the surface estate, in fee simple, of the Property, has good and lawful right and power to sell and convey the equitable servitude conveyed to Grantee by this instrument, pursuant to an Interim Conveyance from the United States, and that Grantor will forever warrant and defend the equitable servitude to the surface estate conveyed to Grantee by this Instrument against the claims and demands of all persons.

(f) To the maximum extent permitted by law, the Provisions herein shall not be subject to waiver or abandonment due to non-enforcement or violation of this Instrument or any or the Provisions herein on all or any portion of the Property. No waiver of the breach of any of the Provisions herein shall constitute a waiver of a subsequent breach of the same Provision or any other Provision. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Instrument nor for imposing any Provision which may be unenforceable.

(g) This Instrument may be enforced by Grantor or Grantee in a court of appropriate jurisdiction in the State of Alaska. The interpretation and performance of this Instrument shall be governed by the laws of the State of Alaska.

(h) Upon violation of any of the Provisions herein, Grantor or Grantee may seek any available legal or equitable remedy to enforce this Instrument but shall not be entitled to recover monetary damages for violations of the Provisions herein.

(i) Any notice, demand, request, consent, approval, or communication that a party desires or is required to give another shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Marc Stemp
President
Bethel Native Corporation
P.O. Box 719
Bethel, Alaska 99559

To ADEC:

Program Manager
Contaminated Sites Remediation Program
Dept. of Environmental Conservation
Div. of Spill Prevention & Response
410 Willoughby Ave., Ste. 105
Juneau, Alaska 99801-1795

To ADNR:


Director, Division of Mining, Land, and Water
Realty Services Section
Dept. of Natural Resources
550 W. 7th Ave., Suite 1050
Anchorage, AK 99501-3577

(j) The determination that any Provision herein, or its application to any person or circumstance, is invalid shall not affect any other Provision herein or its application and the other Provisions herein shall remain in full force and effect.

(k) Any general rule of construction to the contrary notwithstanding, this Instrument shall be construed so as to effect the purposes for which it was granted to the State. Any ambiguities shall be resolved in a manner that best accomplishes the purposes of this Instrument.

IN WITNESS WHEREOF Grantor and Grantee have set their hand on the day and year written above.

Bethel Native Corporation

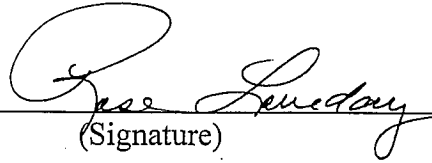
By: 
Marc Stemp
President

GRANTOR'S ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 18th day of September, 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Marc Stemp, to me known and known to be the President, and the person who executed the above and foregoing EQUITABLE SERVITUDE on behalf of the Bethel Native Corporation, and who acknowledged to me that he signed the same as the President, in the name of and for and on behalf of the Bethel Native Corporation, freely and voluntarily and by authority of its board of directors for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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


(Signature)

ROSE LOVEDAY
(Typed or printed name)

Notary Public in and for the State of Alaska
residing at P.O. Box 719 BETHEL, AK.
My commission expires: 1-22-03

(SEAL)

CERTIFICATE OF SECRETARY OF BETHEL NATIVE CORPORATION

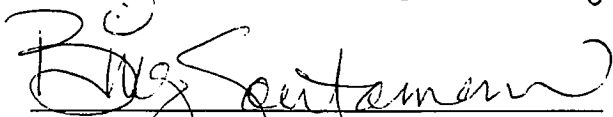
I, the undersigned, to hereby certify the following:

(1) I am now the duly elected, qualified and acting Secretary of the Bethel Native Corporation, which corporation exists and is organized under the laws of the State of Alaska.

(2) Attached as Exhibit A are true and correct copies of (i) the Articles of Incorporation of the Bethel Native Corporation, which were filed with the State of Alaska on June 21, 1973; (ii) amendments to the Articles of Incorporation of the Bethel Native Corporation dated December 5, 1994. These articles are in full force and effect as of the date of this Certificate of Secretary and, except as noted, have not been revoked, modified, altered, or amended in any way.

(3) Attached as Exhibit B is a true and correct copy of Resolution 00-08 of the Bethel Native Corporation authorizing Marc D. Stemp to execute and deliver this equitable servitude on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of the Bethel Native Corporation this 18th day of September, 2000.


Bing Santamour, Secretary
Bethel Native Corporation

[SEAL]

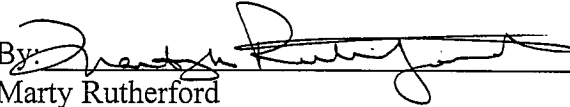
Confirmed and approved;

Marc Stemp, President
Bethel Native Corporation

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the State of Alaska hereby accepts this EQUITABLE SERVITUDE conveying to the State of Alaska, its successors in administrative function and assigns, the interests in the Property described therein as an Institutional Control, pursuant to 18 AAC 75.135 to be managed and enforced through ADEC, to facilitate the remediation of past environmental contamination, to protect human health, safety, and welfare, and the environment.

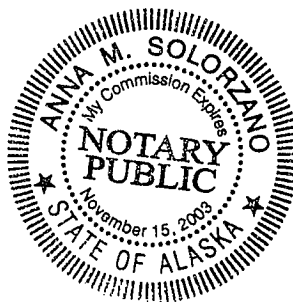
**STATE OF ALASKA, DEPARTMENT
OF NATURAL RESOURCES**

By: 
Marty Rutherford
Deputy Commissioner
Department of Natural Resources

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 1st day of November 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marty Rutherford, Deputy Commissioner, Department of Natural Resources, State of Alaska, to me known and known to be the person she represented herself to be, and the same identical person who executed the above and foregoing Equitable Servitude on behalf of State of Alaska in the name of and for and on behalf of said State of Alaska, freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Anna M. Solorzano

Notary Public in and for the State of
Alaska

My commission expires: 11-15-03

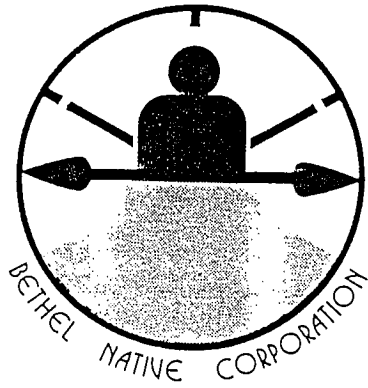
Location Index:

Section 10, 14, 15
Township 8N, Range 72W
Seward Meridian, Alaska

STATE BUSINESS- NO CHARGE

AFTER RECORDING RETURN TO:

State of Alaska
Department of Law
Environmental Section
1031 Fourth Ave., Suite 200
Anchorage, AK 99501



August 7, 2000

I hereby certify this is a true and correct copy of the Articles of Incorporation along with the amendments of Bethel Native Corporation.

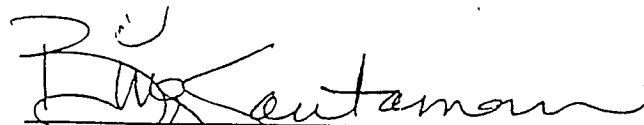

Bing Santamour, Secretary

Exhibit A

State of Alaska

Department of Commerce

Juneau

CERTIFICATE OF INCORPORATION

The undersigned, as Commissioner of Commerce of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of BETHEL NATIVE CORPORATION

duly signed and verified pursuant to the provisions of the Alaska Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Commissioner of Commerce, and by virtue of the authority vested in him by law hereby issues this Certificate of Incorporation of

BETHEL NATIVE CORPORATION

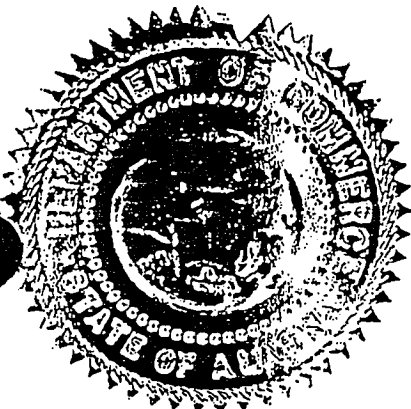
and attaches hereto a duplicate original of the Articles of Incorporation _____

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed my official seal, at Juneau, the Capital, this

21st. day of . . . June A.D. 1973

Kenneth W. Kadow

KENNETH W. KADOW
COMMISSIONER OF COMMERCE



ARTICLES OF INCORPORATION

OF

BETHEL NATIVE CORPORATION

FILED FOR RECORD
DEPARTMENT OF COMMERCE
STATE OF ALASKA

JUN 21 1973

* * * *

ARTICLE I.

The name of this corporation is: BETHEL NATIVE CORPORATION.

ARTICLE II.

The corporation shall have perpetual existence.

ARTICLE III.

The purposes for which this corporation is organized are as follows:

(a) To hold, invest, manage and/or distribute lands, property, funds, and other rights and assets for and on behalf of a native village in accordance with the terms of the Alaska Native Land Claim Settlement Act, Public Law 92-203 (hereinafter referred to as the Act);

(b) To promote the economic, social and personal well being of the natives within the village and to conduct any and all activities which it is lawful to conduct under the Alaska Statutes in furtherance thereof;

(c) To conduct and engage in any lawful business and to do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or for the attainment of any of the objects herein set forth, and to do every other act or acts,

thing or things, incidental or pertinent to or growing out of or connected with the corporation.

ARTICLE IV.

The aggregate number of shares of stock the corporation shall have authority to issue is 1,000,000 shares of common stock of a par value of \$.01 per share.

ARTICLE V.

Shares of stock may be issued only to those natives who are enrolled pursuant to the Act as residents of the Village of Bethel, Alaska.

ARTICLE VI.

Until the enrollment process is completed as set forth in Section 5 of the Alaska Native Land Claims Settlement Act, the stockholders of this corporation are fully identified, and the first Board of Directors are thereafter elected, the authority of this corporation is limited as follows:

(a) The highest amount of indebtedness or liability for which this corporation shall be subject is \$50,000.00. Additional funds may be borrowed with the approval of Calista Corporation.

(b) This corporation may only spend or commit funds for a period not to exceed one year and only for organizational purposes and to assemble and analyze data pertinent to the purposes of this corporation. Funds may be spent or committed in excess of \$50,000.00 or for a period of more than one year for other purposes only with the approval of Calista Corporation.

(c) This corporation may invest funds for a period not to exceed one year, provided, however, that longer term investments may be made with the approval of Calista Corporation.

(d) Land selections may not be made without the approval of the Secretary of the Interior and Calista Corporation.

ARTICLE VII.

The address of the corporation's initial registered office is as follows: 425 G Street, Suite 540, Anchorage, Alaska 99501

The name of the corporation's registered agent and his address is: Russell J. Gallagher, 425 G Street, Suite 540, Anchorage, Alaska 99501.

The name and address of each incorporator is as follows:

<u>Name</u>	<u>Address</u>
Lucy Crow	Bethel, Alaska 99559
Paul J. Gregory	Bethel, Alaska 99559
Edward Hoffman	Bethel, Alaska 99559

The name and address of each member of initial Board of Directors for the corporation is as follows:

<u>Name</u>	<u>Address</u>
Lucy Crow	Ted Samuelson
Paul J. Gregory	Thad Tikun
Edward Hoffman	Roy Hall
J.B. Haroldsen	Jessie Oscar
Clarence Clark	Joe Andrews, Sr.
Archie Watson	Bethel, Alaska 99559

ARTICLE VIII.

The number, terms and method of election of the members of the Board of Directors shall be fixed in the By-Laws of the

corporation. The Board of Directors, all of whom, with the exception of the initial Board, shall be stockholders over the age of eighteen (18), shall be charged with the management of the corporation.

ARTICLE IX.

Except as provided in Article X, all stock issued in the corporation shall carry the right to vote in elections for the Board of Directors and on such other questions as properly may be presented to stockholders and shall permit the holder to receive dividends or other distributions from the corporation. The corporation may declare and may pay dividends in cash out of its depletion reserves relating to any business or exploiting natural resources in which it may be engaged.]

ARTICLE X.

Until December 18, 1991, no stock of this corporation, inchoate rights thereto, and any dividends paid or distributions made with respect thereto, may be sold, pledged, subjected to a lien or judgment execution, assigned in present or future, or otherwise alienated, except pursuant to a court decree of separation, divorce or child support. Upon the death of any stockholder ownership of such stock shall be transferred in accordance with his Last Will and Testament or under the applicable laws of intestacy, except that (a) until December 18, 1991, such stock shall carry voting rights only if the holder thereof through inheritance is a Native, as defined in the Act, and (b) in the event the deceased stockholder fails to dispose of his stock by will and has no heirs under the applicable laws of intestacy, such stock shall escheat to the corporation.

ARTICLE XI.

All stock issued by this corporation prior to January 1, 1992, shall on that date be deemed to be cancelled, and shares of stock of the appropriate class shall be issued by the corporation without restrictions required by the Act to each stockholder share for share.

ARTICLE XII.

Except as may otherwise be provided by the Board of Directors, no stockholder of the corporation shall have any preemptive rights to purchase, subscribe for or otherwise acquire any shares of stock of the corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

ARTICLE XIII.

In the event of disagreement between the corporation and Calista Corporation provided for in the Act over the provisions of a plan submitted by the Village Corporation to the corporation pursuant to Section 7(L) of the Act, the issues in disagreement shall be submitted to arbitration before a panel of three arbitrators, of whom one each shall be chosen by the corporation and the Village Corporation, and the third of whom shall be a person selected by

the two arbitrators so chosen. The decision of the panel on the disagreement shall be final. The procedure shall be that as provided in the Alaska State Uniform Arbitration Act.

ARTICLE XIV.

Any dispute which may arise between the corporation and any other village corporation established pursuant to the Act, with regard to land selection rights and/or boundaries of the various village corporations shall be resolved by a board of arbitrators consisting of one person selected by each of the village corporations involved and an additional one or two persons, whichever is needed to make an odd number of arbitrators. Such additional person or persons to be selected by the arbitrators selected by the village corporations. The decision of the panel on the disagreement shall be final. The procedure shall be that as provided in the Alaska State Uniform Arbitration Act.

ARTICLE V.

The provisions of these Articles of Incorporation may be amended, altered or repealed from time to time to the extent and in the manner prescribed by the laws of the State of Alaska, except that for a period of five years from the date of filing of these Articles, these Articles may not be amended without the prior

State of Alaska
Department of Commerce and Economic Development
Division of Banking, Securities and Corporations

CERTIFICATE
OF
AMENDMENT

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation, duly signed and verified pursuant to the provisions of the Alaska Corporations Code, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of

BETHEL NATIVE CORPORATION

and attaches hereto a duplicate original of the Articles of Amendment.



08-126A (Rev. 9/88)
5842M-1

IN TESTIMONY WHEREOF, I execute this certificate
and affix the Great Seal of the State of Alaska on

December 5, 1994.

Willis F. Kirkpatrick-Acting

COMMISSIONER OF COMMERCE
AND ECONOMIC DEVELOPMENT

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BETHEL NATIVE CORPORATION

Filed for Record
State of Alaska

DEC 05 1994

Department of Commerce
and Economic Development

We, the undersigned, being natural persons of the age of 19 years or more, adopt, pursuant to the provisions of Alaska statutes, the following Amended and Restated Articles of Incorporation for Bethel Native Corporation, the village corporation for the Native Village of Bethel, pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 as it has been and may hereafter be amended (hereinafter referred to as "ANCSA").

ARTICLE I.

The name of this Corporation is BETHEL NATIVE CORPORATION.

ARTICLE II.

The Corporation shall have perpetual existence.

ARTICLE III.

The purposes for which this Corporation is organized are as follows:

(a) To hold, invest, manage and/or distribute lands, property, funds, and other rights and assets for and on behalf of a native village in accordance with the terms of the Alaska Native Claims Settlement Act, Public Law 92-203 (hereinafter referred to as the Act);

(b) To promote the economic, social and personal well being of the natives within the village and to conduct any and all activities which it is lawful to conduct under the Alaska Statutes in furtherance thereof;

(c) To conduct and engage in any lawful business and to do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or for the attainment of any of the objects herein set forth, and to do every other act or acts, thing or things, incidental or pertinent to or growing out of or connected with the Corporation.

ARTICLE IV.

The aggregate number of shares of settlement common stock the Corporation shall have authority to issue is 1,000,000 shares of settlement common stock of a par value of \$.01 per share.

ARTICLE V.

Shares of settlement common stock may be issued only to those natives who are enrolled pursuant to the Act as residents of the Village of Bethel, Alaska.

ARTICLE VI.

Until the enrollment process is completed as set forth in Section 5 of the Alaska Native Claims Settlement Act, the stockholders of this Corporation are fully identified, and the first Board of Directors is thereafter elected, the authority of this Corporation is limited as follows:

(a) The highest amount of indebtedness or liability for which this Corporation shall be subject is \$50,000.00. Additional funds may be borrowed with the approval of Calista Corporation.

(b) This Corporation may only spend or commit funds for a period not to exceed one year and only for organizational purposes and to assemble and analyze data

pertinent to the purposes of this Corporation. Funds may be spent or committed in excess of \$50,000.00 or for a period of more than one year for other purposes only with the approval of Calista Corporation

(c) This Corporation may invest funds for a period not to exceed one year, provided, however, that longer term investments may be made with the approval of Calista Corporation.

(d) Land selections may not be made without the approval of the Secretary of the Interior and Calista Corporation.

ARTICLE VII.

The address of the Corporation's initial registered office is as follows:

425 G Street, Suite 540, Anchorage, Alaska 99501.

The name of the Corporation's registered agent and his address is: Russell J.

Gallagher, 425 G Street, Suite 540, Anchorage, Alaska 99501.

The name and address of each incorporator is as follows:

<u>Name</u>	<u>Address</u>
Lucy Crow	Bethel, Alaska 99559
Paul J. Gregory	Bethel, Alaska 99559
Edward Hoffman	Bethel, Alaska 99559

The name and address of each member of the initial Board of Directors for the Corporation is as follows:

<u>Name</u>	<u>Address</u>
Lucy Crow	Ted Samuelson
Paul J. Gregory	Thad Tikun
Edward Hoffman	Roy Hall
J. B. Haroldsen	Jessie Oscar
Clarence Clark	Joe Andrews, Sr.
Archie Watson	

Bethel, Alaska 99559

ARTICLE VIII.

The number, terms and method of election of the members of the Board of Directors shall be fixed in the Bylaws of the Corporation. The Board of Directors, all of whom, with the exception of the initial Board, shall be stockholders over the age of eighteen (18), shall be charged with the management of the Corporation.

ARTICLE IX.

Except as otherwise provided in these Articles of Incorporation or in the Alaska Native Claims Settlement Act, as it has been and may hereafter be amended ("ANCSA"), settlement common stock shall

- (a) carry a right to vote in elections for the Board of Directors and on such other questions as properly may be presented to shareholders;
- (b) permit the holder to receive dividends or other distributions from the Corporation; and
- (c) vest in the holder all rights of a shareholder in a business corporation organized under the laws of the State of Alaska.

Except as provided below, settlement common stock, inchoate rights thereto, and rights to dividends or distributions declared with respect thereto shall not be

- (a) sold;
- (b) pledged;
- (c) subjected to a lien or judgment execution;
- (d) assigned in present or future;
- (e) treated as an asset under
 - (1) Title XI of the United States Code or any successor statute;
 - (2) any other insolvency or moratorium law, or
 - (3) other laws generally affecting creditors' rights or
- (f) otherwise alienated.

Notwithstanding the above restrictions, settlement common stock may be transferred to a Native or a descendant of a Native, as those terms are defined in ANCSA,

- (a) pursuant to a court decree of separation, divorce, or child support;
- (b) by a holder who is a member of a professional organization, association or board that limits his or her ability to practice his or her profession because he or she holds settlement common stock; or
- (c) as an *inter vivos* gift from a holder to his or her child, grandchild, great-grandchild, niece, nephew, brother or sister, if the holder has reached the age of majority.

Upon the death of a holder of settlement common stock, ownership of the stock shall be transferred in accordance with the lawful Will of such holder or pursuant to applicable laws of intestate succession. If the holder fails to dispose of his or her settlement

common stock by Will and has no heirs under applicable laws of intestate succession, the settlement common stock shall escheat to the Corporation and be canceled.

Settlement common stock

(a) transferred by Will or pursuant to applicable laws of intestate succession after the date of the enactment of the Alaska Native Claims Settlement Act Amendments of 1987, or

(b) transferred by any means prior to the date of the enactment of the Alaska Native Claims Settlement Act Amendments of 1987, to a person not a Native or a descendant of a Native, as those terms are defined in ANCSA, shall not carry voting rights. If at a later date such settlement common stock is lawfully transferred to a Native or a descendant of a Native, voting rights shall be automatically restored.

The restrictions and restraints on alienation as set forth herein shall continue unless and until they are terminated by the Corporation in accordance with the provisions of § 37 of ANCSA. On the date such restrictions and restraints on alienation terminate in accordance with ANCSA, all settlement common stock previously issued shall be deemed canceled, and shares of the replacement common stock of the appropriate class as provided by such amendments to these Articles of Incorporation shall be issued to each shareholder, share for share, subject only to such restrictions as are

(a) required by ANCSA, and

(b) consistent with ANCSA and provided for in the Articles of Incorporation of the Corporation or in agreements between the Corporation and individual shareholders.

ARTICLE X.

Except as may otherwise be provided by the Board of Directors, no stockholder of the Corporation shall have any preemptive rights to purchase, subscribe for or otherwise acquire any shares of settlement common stock of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

ARTICLE XI.

In the event of disagreement between the Corporation and Calista Corporation provided for in the Act over the provisions of a plan submitted by the Village Corporation to the Corporation pursuant to Section 7(L) of the Act, the issues in disagreement shall be submitted to arbitration before a panel of three arbitrators, of whom one each shall be chosen by the Corporation and the Village Corporation, and the third of whom shall be a person selected by the two arbitrators so chosen. The decision of the panel on the disagreement shall be final. The procedure shall be that as provided in the Alaska State Uniform Arbitration Act.

ARTICLE XII.

Any dispute which may arise between the Corporation and any other village corporation established pursuant to the Act, with regard to land selection rights and/or boundaries of the various village corporations shall be resolved by a board of arbitrators consisting of one person selected by each of the village corporations involved and an additional one or two persons, whichever is needed to make an odd number of arbitrators.

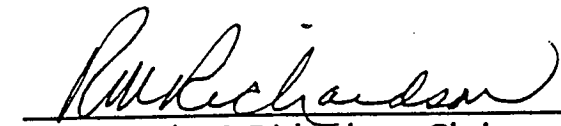
Such additional person or persons to be selected by the arbitrators selected by the village corporations. The decision of the panel on the disagreement shall be final. The procedure shall be that as provided in the Alaska State Uniform Arbitration Act.

ARTICLE XIII.

The provisions of these Articles of Incorporation may be amended, altered or repealed from time to time to the extent and in the manner prescribed by the laws of the State of Alaska, except that for a period of five years from the date of filing of these Articles, these Articles may not be amended without the prior approval of Calista Corporation.

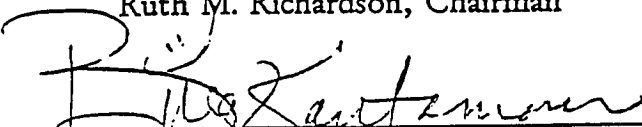
These Amended and Restated Articles of Incorporation delete Articles X and XI of the original Articles of Incorporation and contain amendments to Articles IV, V, IX and X (formerly Article XII), which amendments were adopted by the Board of Directors, pursuant to the provisions of Alaska Statute 10.06.960(e), in order to bring these Articles of Incorporation into conformity with the mandatory provisions of ANCSA, as amended. Except for these amendments, these Restated Articles correctly set out without change the provisions of the Articles not being amended hereby. These Restated Articles, together with the designated amendments, supersede the original Articles and all prior amendments to such original Articles.

Date: 22 November 1994



Ruth M. Richardson, Chairman

Date: 22 November 1994



Bing Santamour, Secretary

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of November 1994, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ruth M. Richardson to me known and known to me to be the identical individual described in and who executed the within and foregoing Amended and Restated Articles of Incorporation of Bethel Native Corporation, as Chairman of the Board of Bethel Native Corporation and she acknowledged to me that she signed the same as Chairman of the Board of Bethel Native Corporation in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Josephine Lane
Notary Public in and for Alaska
My Commission Expires: 6-17-1997

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of Nov., 1994, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Bing Santamour, to me known and known to me to be the identical individual described in and who executed the within and foregoing Amended and Restated Articles of Incorporation of Bethel Native Corporation, as Secretary of Bethel Native Corporation and she acknowledged to me that she signed the same as Secretary of Bethel Native Corporation in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Josephine Lane
Notary Public in and for Alaska
My Commission Expires: 6-17-1997

VERIFICATION

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

RUTH M. RICHARDSON says on oath or affirms that she has read the foregoing document and believes all statements in the document are true.

Ruth M. Richardson
Ruth M. Richardson

SUBSCRIBED and SWORN TO before me at Bethel, Alaska, on the 22 day of November, 1994.

Joseph Lang
Notary Public in and for Alaska
My Commission Expires: 6-17-1997

Resolution 00-08
Bethel Native Corporation

A special meeting of the Board of Directors of Bethel Native Corporation was held at the office of the Corporation on August 7, 2000, at 12:00 p.m. The Board had a quorum.

Marc D. Stemp, President and CEO of the Corporation made the following report:

Following the contamination of Corporation land by diesel fuel spilled from an oil storage tank at the BIA Administrative Site in Bethel, Alaska, on or about April 15, 1993, the Corporation filed suit in 1996 against the United States and the Department of the Interior in the United States District Court for the District of Alaska. Several other parties were later added to the suit, including the City of Bethel, the State of Alaska, Southwest Fuel, Inc., Michael S. Shantz, and Ben Dale.

The Corporation retained the law firm of Storch & Brenner in Washington, D.C. to prosecute the suit and also retained the law firm of Jermain, Dunnagan & Owens to serve as local counsel. All parties to the lawsuit have agreed to terms for a settlement of the lawsuit. The terms of the settlement are set forth in the "Settlement Agreement Resolving Diesel Spill Litigation" and related documents, copies of which have been provided to the Board.

After a full discussion of the terms of the settlement, the following findings and resolutions were adopted:

Whereas, the Board has determined that it is in the best interests of the Corporation to settle the lawsuit; and

Whereas, the settlement will entitle the Corporation to payment of \$30,000 from the United States and will entitle the Corporation to conveyance by the City of Bethel to the Corporation of certain land presently leased by the Corporation from the City of Bethel; and

Whereas, as part of the settlement, the Corporation will grant the State of Alaska a permanent equitable servitude with respect to the land contaminated by diesel fuel; and

Whereas, settlement of the lawsuit will result in dismissal of the ongoing litigation and a release of all claims between the parties to the lawsuit with respect to the diesel fuel spill; and

Whereas, the Board has determined that the terms of the "Settlement Agreement Resolving Diesel Spill Litigation" and dismissal of the lawsuit offer significant benefit to the Corporation, and are in the best interests of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that Marc D. Stemp, President/CEO, is hereby authorized and empowered to execute and deliver the "Settlement Agreement Resolving Diesel Spill Litigation" on behalf of this Corporation; and

RESOLVED FURTHER, that Marc D. Stemp, President/CEO, is hereby authorized and empowered to execute and deliver the "Equitable Servitude" on behalf of the Corporation; and

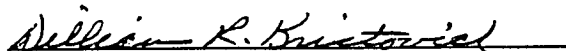
RESOLVED FURTHER, that Marc D. Stemp, President/CEO, is hereby authorized and empowered to accept, execute and deliver all documents and do all things necessary to obtain the conveyance of the land from the City of Bethel to the Corporation; and

RESOLVED FURTHER, that Marc D. Stemp, President/CEO, is hereby authorized and empowered to perform or cause to be performed all other acts required of this Corporation pursuant to "Settlement Agreement Resolving Diesel Spill Litigation" and to execute and deliver any and all documents in connection therewith; and

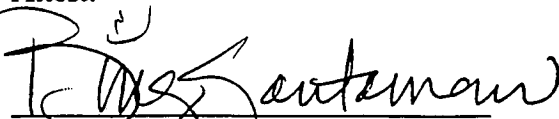
RESOLVED FURTHER, that the officers of this Corporation be, and they hereby are, authorized and directed to execute any and all instruments, documents and agreements, and to do any and all other acts and deeds necessary or proper to carry into effect the foregoing resolutions;

RESOLVED FURTHER, that in the event the "Settlement Agreement Resolving Diesel Spill Litigation" is executed by all parties and all terms agreed to for dismissal of the lawsuit are met, in the opinion of the Corporation's legal counsel, Marc D. Stemp, President/CEO, is hereby authorized and empowered to authorize and instruct the Corporation's counsel to dismiss the lawsuit with prejudice.

ADOPTED AND DATED this 7 day of August, 2000, in Bethel, Alaska, by a vote of 6 for, 1 against, and 2 not voting.


William R. Kristovich, Sr., Vice Chairman

Attest:


Bing Santamour, Secretary