

TETLIN NATIVE CORPORATION



SHAREHOLDERS April 2021 ANNUAL REPORT

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GREETINGS from the BOARD...

Hello Family: grandparents, fathers, mothers, brothers, sisters, nieces, nephews, cousins, — Shareholders,

TNCorp is working hard behind the scenes to secure your futures, your homes, your village, and your land. You are TNCorp's shareholders and clients... so are the moose, fish, forests, berries, birds, and land that God (and ANCSA) gave you. TNCorp, your ANCSA village corporation works for you – but you, too, have a role to play. Please, learn the facts we present to you in this Annual Report.

TNCorp has delivered much of what you will read about our land to the Tetlin Village Council and the mining operators and *demand*ed TNCorp be treated fairly. We now share it with you so you can know the truth. As honored as we are to work FOR you, we also need your support.

Think — is there anything you can do to help TNCorp help YOU. Possibly you have information TNCorp needs. Read the facts. Learn more about your village corporation, your tribal government, and your LAND.

Thank you **Gary David, Sr., President, Larry Mark, Vice President, Travis David, Secretary/Treasurer**



The Covid-19 Relief Fund (CRF) Program

Late 2021 The US Department of Treasury funded TNCorp \$100,000 to develop, manage, and implement a Covid-19 Relief Fund (CRF) Program for its 129 shareholders. The program required that applicants “self-certify” pandemic-related expenses to reimburse a portion of their expenses. TNCorp was given from September 7, 2021, to December 31, 2021 (a very short window) to develop the program, disseminate applications (by mail, email, fax) to shareholders, review/approve applications, and process payments to shareholders. We started the process with only 55 shareholders who had given

their current mailing addresses to TNCorp. Outreach through the tetlincorp.com website, phone calls, and emails requesting help shareholders to help by notifying family and friends to give TNCorp their mailing addresses resulted in 105 shareholders being mailed applications for payments of up to \$611.00 for qualified applicants. Another \$200.00 was paid to CRF program recipients to participate in a *Covid-19 Impact* survey. The survey helped TNCorp identify ongoing pandemic-related needs of our shareholders and their households. It is our hope to identify future resources to address these needs and to improve the quality of life of our shareholders and their families. The CRF Program also provided us the opportunity to educate descendants of deceased shareholders of the Shares Transfer process. There are still descendants who have not yet contacted TNCorp to register as shareholders.

Please note — the initials for Tetlin Native Corporation in this publication are TNC in reference to the years before 2011. From 2011 on, the Corporation underwent establishing order and rebranded Tetlin Native Corporation as TNCorp to separate the new administration from the proven self-serving practices of previous Board members that caused much harm to the Corporation and its shareholders.

What Shareholders Should Know

The following is the beginning of a series on historical and general information to benefit TNCorp Shareholder.

TNCorp Shareholders are entitled to know everything that happens within your Corporation – actions of the Board, employees, contractors, etc., must be transparent. This applies to knowing about TNCorp **and** your Tetlin Village Council income, assets, distributions, and debts. The following information details historic and current Corporation and Council dealings.



UNIT 1. Shareholders should **KNOW** who are... the Tetlin Native Corporation and Tetlin Village Council

TNC/TVC HISTORY and DIFFERENCES

The federal Indian Reorganization Act of 1934 and subsequent Native Village of Tetlin Constitution and Bylaws empowered the creation of a body to govern, speak and act for Tetlin's enrolled tribal members. This body became Tetlin's council governed under Tetlin's Ordinances (laws). Tetlin's Council as a tribal government, under various names, has received all grants and government contracts for the benefit of the Tetlin tribe.

The 1971 Alaska Native Claims Settlement Act (ANCSA) enacted by Congress called for creation of a State of Alaska licensed corporation. Congress was transparent in not wanting to grant land and money to tribal governments but to place assets into the hands of individuals (shareholders) for the greatest accountability. In 1973, the ANCSA village corporation for the Native Village of Tetlin was named Tetlin Native Corporation. 124 Tetlin Native shareholders were registered shares in the new corporation and land protected under ANCSA and to operate and invest in businesses for shareholders and the tribe's economic development. For their undeveloped land, ANCSA corporations are provided protection against taxations, judgments, and other benefits to save land for subsistence and traditional purposes. Until June 2021 TNCorp, as an Alaska Native Corporation (ANC) could not receive government grants. New laws were passed declaring ANCs as "Indian Tribes"... meaning ANCs may receive federal funding, the same as a tribal government.

TNC/TVC PROBLEMS (Past)

TNC leadership was elected from Tetlin's Council. The unsound practice of the Council's 1st Chief/President to also serve as TNC's President was a common until the 2000s. Being a small tribe, a village of less than 200 residents, and an ANCSA corporation of less than 130 shareholders, the dual governance of a leader being both Council and Corporation Presidents was not challenged by shareholders until limitless damage was done to TNC.

Having received 743,147 acres in the ANCSA settlement but no cash, unlike other village and regional corporations, TNC was off to a bad start. TNC immediately opened to land-related deals with private businesses and government agencies. US military and other transactions quickly brought millions of dollars to TNC's table. However, TNC leadership lacked business education, expertise, and experience to manage finances and internal controls were never established to do so. Also, TNC's leadership was loyal to Tetlin's Council rather than to the newly formed and **much regulated** ANCSA business entity.

*(The following financial information is summarized from audits of Sramek – Hightower CPAs, Jim Carter, CPA, and John Schuman, CPA). Operating with no system to issue shareholders dividends or to manage finances, TNC leaders used Corporation income to pay Council bills and give loans that would never be repaid. The *co-mingling* of Council and TNC's funds was enough of a problem, but it was only **one of many issues** that led to TNC's indebtedness and insolvency that still exists today. Self-serving TNC/TVC leaders, void of business or personal ethics, hid financial transactions from TNC's shareholders and used TNC's finances and assets for their personal gain.*

Following is a *snapshot* of some of TNC's and TVC's hidden, deceitful, and co-mingled misdealing perpetrated by leadership who served as both TNC leaders and Tetlin Council members:

- (1) \$11,000 was borrowed from TNC with no record of repayment,
- (2) a leader salaried himself as General Manager for over 5 years starting at \$28,800 a year, increasing to as much as \$50,690 a year,
- (3) a leader took numerous salary advances, sometimes months in advance making it impossible to determine if he ever repaid TNC,
- (4) a leader "cashed in" vacation pay, adding it to his paychecks,
- (5) a leader paid himself as a "consultant" while already being paid as General Manager,
- (6) a leader for years drew thousands of dollars for himself and a family member in per diem for unknown reasons,
- (7) a leader cashed "CASH" checks in the thousands of dollars with no explanations
- (8) a leader's personal taxes of over \$7,000 to the IRS was paid by TNC,
- (9) a leader paid a family member thousands of dollars for rental equipment with no explanation of what equipment it was or for what purpose
- (10) leaders moved *hundreds of thousands of dollars* from TNC trust accounts into businesses with no affiliation to TNC but held relationship to them,
- (11) TNC leaders working as employees of businesses unaffiliated to TNC, were paid by TNC in questionable ways, such as an employee being paid for nine months wages (\$14,000) in one check,
- (12) leaders were responsible for TNC incurring large amounts of debt over a 5-year period in the late 1990s through one unexplained business transaction involving the purchase and sale of several aircrafts, equipment, and property in the hundreds of thousands of dollars,
- (13) a leader entered TNC into undocumented leases, loans, and contracts involving timber, and other transactions, many for the Council, with no means for TNC to track income or to know who received it,
- (14) leaders allowed thousands of dollars to stand in Accounts Receivable status without any collection proceedings,
- (15) leaders made unsecured, 0% interest loans to the Council, themselves, and individual shareholders in the tens of thousands of dollars with no paper trail or repayments,
- (16) By far, the action of TNC/Council leadership that devastated the Corporation the most was the **1996 sale of 643, 147 acres to the Tetlin Council** without shareholders' approval **for \$10** — *and the Council never paid the \$10*. The land sold to the Tetlin Council was held as private land and no longer was protected under ANCSA provisions. Eventually, the very thing that Tetlin tribal members said they feared the most about losing the land came true. Hundreds of thousands of Tetlin acres of land are now in the controlling hands of outside influences with little to no compensation to tribal members and shareholders, and
- (17) the most egregious of wrongdoing on the part of the Council Chief, after his forced removal from TNC was *signing all TNC's and TVC's land over to a mining operation from Texas without the Council's or the Corporation's knowledge or consent*.

The itemized issues provided above, represent only a *portion* of the misdealing of former TNC leadership that has left shareholders under the current burden of no income, assets, or dividends.

In one CPA's professional opinion, TNC was deemed insolvent (unable to pay debts owed) since the early 1990s.

TNC/TVC PROBLEMS (Present)

The 2008 MINERAL LEASE aka the Manh Choh Mining Project

TNC / TVC President, Donald Adams, who created many problems for TNC, after his forced removal from the Board continued to create problems for the new Board and for the Tetlin tribe. In 2008, **without the knowledge or consent of the Council or the Corporation and in violation of Tetlin laws, Chief Adams entered the Native Village of Tetlin into a Mineral Lease by his unauthorized signature.**

THIS MINERAL LEASE is made effective the 15th day of July, 2008 (**Effective Date**) and entered into as of the Effective Date by and between the NATIVE VILLAGE OF TETLIN also known as the TETLIN VILLAGE COUNCIL (**Tetlin**), an Alaska Native Tribe federally recognized and eligible to receive services from the United States Bureau of Indian Affairs, whose address is P.O. Box 797 Tok, AK 99780, and JUNEAU EXPLORATION COMPANY, d/b/a JUNEAU MINING COMPANY, a Texas corporation authorized to do business in Alaska and having its principal place of business at 3700 Buffalo Speedway Ste. 730, Houston, Texas (77098) (**Juneau**).

The Mineral Lease says Adams dba Tetlin Village Council granted **780,000 acres** of Tetlin tribal land to Juneau.

1.5 **Land** means all of the lands owned by Tetlin (estimated at 780,000 acres) that were formerly known as the Tetlin Indian Reservation as outlined on Exhibit A, excluding, however, those lands described at Section 2.6 and said Exhibit A.

Shareholders—**how could** Chief Adams (1) grant 780,000 acres to Juneau when the Council never owned 780,000 acres of the **743,147** acres of the original ANCSA land conveyed to TNC, the Corporation holds ownership to **100,000 acres** after the 1996 land sale of **643,147 acres** to the Council, and (2) sign Lease documents as only one Council officer, without the Council's consent and against Tetlin laws?

The 2008 Mineral Lease, still in effect today by mining operators, proclaims that the land they claim is ANCSA land...

WHEREAS, Tetlin holds fee simple title to surface and subsurface estates in its former reservation lands pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. §§1601-1629 (**ANCSA**) based on its refusal of a cash settlement;

"Tetlin" in the 2008 Mineral Lease references Tetlin Village Council, Tetlin's tribal government and The Native Village of Tetlin, Tetlin's federally recognized tribe.

Shareholders congratulate yourself if you know ANCSA history. Let us review. The Tetlin Council, the Tribe, nor the Native village has ever held land **pursuant to ANCSA** nor can they. Land patents for surface and subsurface estates were conveyed exclusively to Regional Corporations and Village Corporations for their associated Native village.

As your Board and General Manager share this information with our shareholders, we want to educate you. We are intending to say that this is **NOT** legal advice, nor has it been put in front of attorneys for their guidance. We do know that we are entitled to public information and can freely express our "*educated opinions*". However, we want you to do your own research and form your own opinions on information we provide. If you want to follow along on ANCSA using a website with the entire law, we found this site to be helpful: law.cornell.edu/uscode/text/43/chapter-33.

Looking to the ANCSA law, let's analyze Juneau's 2008 Mineral Lease where he references **Title 43 (PUBLIC LANDS) USC §§1601 – 1629** to justify "Tetlin" and his right to claim ANCSA land. Title 43 details ANCSA, to include the creation of corporations under the state of Alaska and land they would hold and manage as per ANCSA.

The Alaska Native Claims Settlement Act

Conveyance of lands 43 U.S.C. § 1613

(a) **Native villages listed in section 1610 and qualified for land benefits; patents for surface estates; issuance; acreage.** Immediately after selection by a Village Corporation for a Native village listed in section 1610 of this title which the Secretary finds is qualified for land benefits under this chapter, the Secretary shall issue to the Village Corporation a patent to the surface estate in the number of acres shown in the following table:

(f) **Patents to Village Corporations for surface estates and to Regional Corporations for subsurface estates; excepted lands; mineral rights, consent of Village Corporations.** When the Secretary issues a patent to a Village Corporation for the surface estate in lands pursuant to subsections (a) and (b) of this section, he shall issue to the Regional Corporation for the region in which the lands are located a patent to the subsurface estate in such lands, except lands located in the National Wildlife Refuge System and lands withdrawn or reserved for national defense purposes, including Naval Petroleum Reserve Numbered 4, for which in lieu rights are provided for in section 1611(a)(1) of this title: Provided, That the right to explore, develop, or remove minerals from the subsurface estate in the lands within the boundaries of any Native village shall be subject to the consent of the Village Corporation.

Does it say anywhere that “the Tribal Government” received land or can hold land pursuant to ANCSA? Let’s move on to Juneau’s additional statement “*based on its refusal of a cash settlement*”. It is important to know who ANCSA, not Juneau, identifies as “*its*”. Because this law is so huge... we found the best resource for this research under “**The Annotated ANCSA**” at alaskool.org/projects/anca/annanca.htm

Section 19 (b) Notwithstanding any other provision of law or of this Act, any Village Corporation or corporations may elect within two years to acquire surface estates in any reserve set aside for the use or benefit of its stockholders or members prior to the date of enactment of this Act . . . In such event, the Secretary shall convey the land to the Village Corporation or Corporations, subject to valid existing rights as provided in subsection 14 (g), and the Village Corporation shall not be eligible for any other land selections under this Act or to any distribution of Regional Corporation funds pursuant to Section 7, and the enrolled residents of the Village Corporation shall not be eligible to receive Regional Corporation stock.

The villages, which had their reserves or reservations extinguished, were allowed two options. Their first choice was to become a standard village corporation like any other. Each eligible Native resident of the village could receive 100 shares of village corporation stock and 100 regional corporation shares. The village corporation would then receive its share of surface land, according to the number of residents in 1970, as described in Section 14 (a) of ANCSA. These village corporations also received their share of the \$962.5 million settlement.

This second option was most advantageous to villages that had large former reserves or reservations. Venetie, Arctic Village and Tetlin all chose their former reservation lands, which amounted to over one million acres of land.

Shareholders,

- Did Tetlin Native Village refuse the cash settlement and receive subsurface estate ownership?
- Did The Tetlin Village Council refuse the cash settlement and receive subsurface estate ownership?
- When the option to receive cash was turned down for their former reserve's subsurface estate, was it the Tetlin Native Village or the Tetlin Village Council?

TNCorp's opinion is the answer to all three questions is **"NO"**... it was Tetlin's Village Corporation.

Further in the 2008 Mineral Lease, TNCorp research found more issues for shareholders and Tetlin Tribal members to know. The Mineral Lease proclaims that "Tetlin" waived its right to sovereign immunity to the benefit of Juneau.

(b) Tetlin hereby expressly waives its sovereign immunity to the limited extent necessary to permit judicial review by a court of competent jurisdiction as provided herein, and shall not raise sovereign immunity as a defense to such proceedings, with respect to the following relief only:

Mineral Lease transactions of Juneau and Adams were hidden from TNCorp, even when the Lease was amended to falsely represent *the Tetlin tribal government as an ANCSA village corporation*. This claim was even used to gain state mining permits. To assure the Council and TNCorp had no knowledge of their misdealing, Adams and Juneau transacted this Amendment and other Lease documents in Houston, Texas, far from anyone's awareness.

"THIS AMENDMENT No. 1 TO MINERAL LEASE ("Amendment No. 1 ") is made effective the 1st. day of October, 2009 ("Effective Date") and entered into as of the Effective Date by and between the **TETLIN VILLAGE COUNCIL ("Tetlin")**, an **Alaska Native Village corporation** organized pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. §§1601-1629 ("**ANCSA**"), whose address is P.O. Box 797 Tok AK 99789, and JUNEAU EXPLORATION, LP, a Texas limited partnership, d/b/a JUNEAU MINING COMPANY,..."

Recorded 12/29/2009

Adams made certain he would benefit from his misdealing. Adams accepted a contract paying him **\$5,000/mth for five years** to represent the mining operators' interests. The contract with Adams was not found recorded in Alaska but published in CONTANGO ORE SEC federal filings where the chances of anyone finding it was unlikely.

Consulting Services provided by Tetlin Village Council

On October 15, 2010, the Company entered into a consulting agreement (the "Consulting Agreement") with the Chief of the Tetlin Indian Tribe (the "Consultant"). The Consultant has special knowledge and experience with governmental affairs and tribal affairs issues and operates an independent consulting practice. Under the terms of the Consulting Agreement, the Consultant assists the Company in negotiations with other native tribes to lease additional properties and assists the Company with State of Alaska and Federal governmental affairs issues. The Company pays the Consultant \$5,000 per month in exchange for his services, and can pay discretionary bonuses for successful negotiations.

Still another transaction conducted with only Chief Adams' signature and hidden from all Tetlin eyes is the **"Finder's [Fee] Agreement Between Native Village of Tetlin and Rickey William Hendry"** (Finder's Agreement). The Finder's Agreement obligates Tetlin to *"provide to Mr. Hendry **ten percent (10%) of all net profits actually received by Tetlin pursuant to any such Agreement with the Investors**".* The "Investors" the Finder's Agreement addresses are John "Brad" Juneau of Juneau Exploration and a Richard Levens... all from Texas. The Finder's Agreement is tied into the Mineral Lease through a direct reference to Hendry as a Finder who would be **paid by Tetlin but absolves Juneau of all financial obligations and liabilities**. Once again, Chief Adams was looking out for the best interest of the mining operators (his friends) over the best interest of the Tetlin tribe.

The **Finder's Agreement** is also very interesting because it is closely written, almost word for word, with the same language used by **Juneau's Mineral Lease**; even in the same "**WHEREAS**" format. Juneau and Hendry both refer to meeting "*the Tribe*" on June 6, 2008, when Council members recall it was a Council meeting. Both men from Texas stress how "*the Tribe without opposition*" received them and committed to (a) a Mineral Lease and (b) A 10% Finder's Agreement... yet Council members present at the 2008 meeting say they never met Hendry and **deny that they ever voted on, consented to, or were even presented with a Mineral Lease or an Agreement for consideration.**

WHEREAS, Mr. Hendry has introduced the Tribe to Mr. Brad Juneau, of Juneau Explorations and Mr. Richard Levens of RL Investment (Investors), for the purpose of exploring for and producing precious metals and/or base metals, gems, oil, gas, minerals or other elements that might be located on Tetlin Lands on such terms and conditions as the Tribe and the Investors may mutually agree.

WHEREAS, at a general meeting of the Tribe held on June 6, 2008 the members of the Tribe without opposition acknowledged Mr. Hendry's substantial commitment to the betterment of the Tribe and its members and his efforts to identify the Investors as potential business partners of the Tribe.

WHEREAS, at this general meeting the Tribe agreed without opposition to provide to Mr. Hendry a material benefit as a token of the Tribe's esteem and thanks for his efforts.

From the Face Page of the 2008 MINERAL LEASE composed by Juneau...

WHEREAS, On June 6, 2008 Mr. Brad Juneau, principal of Juneau, attended a Tetlin general meeting to present his proposal regarding the exploration for and potential production of precious metals and/or base metals and gems that might be located on Tetlin Lands on such terms and conditions as Tetlin and Juneau may mutually agree;

WHEREAS, at this general meeting of Tetlin's members held on June 6, 2008, the members of the Tribe without opposition determined to pursue the negotiation of an agreement concerning exploration and, if commercially feasible, production of Tetlin's mineral resources;

Reading the separate documents is like reading the creations of one author instead of two. Apparently, the only coordination and planning that was done in composing the *Mineral Lease* and the *Finder's Agreement* was between the two men from Texas. Chief Adams was just kept around for his unauthorized signature to give the **appearance of Council approval** — who the two men from Texas refer to as "*members of the Tribe*". Reading carefully, the Mineral Lease and The Finder's Agreement apparently went into effect upon the approval of "*members of the Tribe*" and Chief Adams.

- Is that the way Tetlin Ordinances says that Tetlin land would be leased?
- Is that the way the Tetlin Village Council conducts its business for the Tetlin tribe?

Reading both documents, it is never said that the TETLIN VILLAGE COUNCIL voted and approved, or even that the required number of Tribal Membership of the TETLIN NATIVE VILLAGE voted and approved...

What should be of particular concern to Tetlin tribal members and shareholders about the **Finder's Agreement** are two things... (1) Chief Adams signed a contract that appears to obligate the Native Village of Tetlin to someone that is saying "**so long as you make money - you owe me money, or even after I die, you still pay my estate**".

3. The ten percent (10%) of all net profits identified in paragraph 2 (Finder's Amount) shall be payable to Rickey William Hendry, and in the event of his death, the Finder's Amount shall be payable to Mr. Hendry's estate and shall be assignable to his heirs.

(2) The second reason for concern over the Finder's Agreement, is that, just like in the 2008 Mineral Lease, Chief Adams, by his solitary signature, ***waived the Tribe's rights of sovereign immunity***.

Just as with the Mineral Lease, **Chief Adams let no one know about the Finder's Agreement** with his friend, Rickey Hendry. The Agreement was not recorded for public access until 2015, *after* the Mineral Lease was recorded in Alaska. This timing indicates more coordination between Hendry and Juneau. Odd, because Tetlin is the one who being milked to pay Hendry, while Juneau, under the Mineral Lease has no financial obligation to Hendry.

Now, let's summarize the **Juneau / Adams 2008 Mineral Lease**... by the signature of **one person**, Chief Adams

- The Native Village of Tetlin lost land rights, their sovereign immunity, 10% of any money they make from outsiders mining their minerals; and are paid only pennies on the dollar for their troubles.
- Tetlin Native Corporation has had its surface and subsurface ownership taken, and our exclusive title as Tetlin's ANCSA village corporation misappropriated and compromised, and the offending mining operators have not paid or even offered one red cent for any of it.

TNCorp has examined ANCSA laws to be considered, but there are other laws as well. In fact, Juneau and Adams make a point of including their "*Compliance with Laws*" in the Mineral Lease and federal SEC filings...

(d) Compliance with Laws. That Juneau has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of this Lease and its performance.

And

(d) Compliance with Laws. That Tetlin has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of this Lease and its performance.

yet, shareholders and Tetlin tribal members can just look to their Tetlin Ordinances to see *how many of the tribe's laws were violated* in the 2008 Mineral Lease. Juneau (who obviously authored the Mineral Lease and not Adams) says they complied with... "*any governmental body*".

Can it be safely assumed that Juneau did not consider Tetlin Village Council to be a governmental body that **had laws** to which he had to comply? Let's look at Juneau's relationship with Tetlin Village Council. Nowhere in the Mineral Lease does Juneau say he met with "Tetlin Village Council, Tetlin's Council, or the Council".

Juneau refers to, **a general meeting of Tetlin's members and members of the Tribe**... none of which are Tetlin's governmental body. **So, is Juneau saying that he was given 780,000 acres of land, surface/subsurface estates, waiver of a tribe's sovereign immunity, and more by unidentified "members of the Tribe"?**

WHEREAS, On June 6, 2008 Mr. Brad Juneau, principal of Juneau, attended a Tetlin general meeting to present his proposal regarding the exploration for and potential production of precious metals and/or base metals and gems that might be located on Tetlin Lands on such terms and conditions as Tetlin and Juneau may mutually agree;

WHEREAS, at this general meeting of Tetlin's members held on June 6, 2008, the members of the Tribe without opposition determined to pursue the negotiation of an agreement concerning exploration and, if commercially feasible, production of Tetlin's mineral resources;

Tetlin Village Council and The Native Village of Tetlin are mentioned in the “headers” throughout the Mineral Lease and its amendments, and on the signature pages, but never are they identified as Tetlin’s *governing body*. It is not until Amendment No. 5 in 2013, that **Tetlin Tribal Council** is identified as Tetlin’s “governing entity” to finally give an air of legitimacy to the transaction that still bore only the solitary signature Chief Adams.

AMENDMENT NO. 5 TO MINERAL LEASE

THIS AMENDMENT No. 5 to MINERAL LEASE is entered into by the Tribe of Tetlin a/k/a the Native Village of Tetlin, whose governmental entity is Tetlin Tribal Council (“Tetlin”) and Contango ORE, Inc. (“CORE”), effective as of April 1, 2013.

Even knowing what to call the Council who he has struck this tremendous deal with seems to confuse Juneau. The Mineral Lease opens with TETLIN VILLAGE COUNCIL, an Alaska Native Tribe, next Juneau calls them TETLIN VILLAGE COUNCIL, an Alaska Native Village corporation organized pursuant to the Alaska Native Claims Settlement Act (“ANCSA”), then goes back to TETLIN VILLAGE COUNCIL, an Alaska Native Tribe, then it becomes TETLIN VILLAGE COUNCIL, a/k/a TETLIN TRIBAL COUNCIL, an Alaska Native Village corporation, then he is back to TETLIN VILLAGE COUNCIL, an Alaska Native Tribe, then another TETLIN VILLAGE COUNCIL, a/k/a TETLIN TRIBAL COUNCIL, an Alaska Native Village corporation then **finally** settles with Tribe of Tetlin a/k/a the Native Village of Tetlin, whose governmental entity is Tetlin Tribal Council. *(Does this make you dizzy?)*

It remains that there appears there was **no interaction Juneau had with the Tetlin Village Council to grant him permission to execute the Mineral Lease**. Even at the, all-important June 6, 2008, “general meeting”. Juneau references a “Tetlin general meeting”. Try finding that in the Tetlin Ordinances (**TITLE 1 TRIBAL GOVERNMENT OPERATIONS, Chapter 6 Meetings**). Tetlin had no such official meeting. Juneau says, “*the members of the Tribe without opposition determined to pursue the negotiation of an agreement...*”. His did not say that these “members of the Tribe” **APPROVED, with governmental authority, the 2008 MINERAL LEASE**.

Above all, TNCorp has the **word and signed declarations of trustworthy Tetlin Village Council officers and Council members who were at the June 6, 2008, meeting... who all DENY that what Juneau has said is true**. They say, **they never voted on a Lease or granted Juneau land** or entered into any agreement with Hendry. So, who should be believed? If numbers matter or Tetlin law, **3 Council Members of 5 say, the Lease never happened...** and one of the 5 was Chief Adams. Doesn’t that tell us something... in law?

An overview of Juneau and Adams’ “*Compliance with Laws*” according to Tetlin law looks something like this...

TETLIN ORDINANCES

- **Title 1 Chapter 2 Section 1.** sovereign immunity of the Tetlin Tribe may only be waived by express resolution of the Tribal Council after a referendum in which the waiver is approved by the affirmative vote of at least 75% of tribal members eligible to vote, ... **(The Mineral Lease contains a waiver of sovereign immunity signed by Chief Adams)**
- **Title 1 Chapter 4 D.** Tribal officials shall not accept bribes for official action.
- **Title 1 Chapter 5. C.1:** The Chief shall sign with either the 2nd Chief or Secretary/Treasurer, all contracts, Leases and other documents approved by a quorum of the Council. **(Chief Adams signed the 2008 Mineral Lease with a Council member who is not an officer. The Council member did not attend the June 6, 2008 meeting).**
- **Chapter 4. D ECONOMIC BENEFIT:** Tribal officials shall not accept bribes for official action. (Adams accepted a contract with mining operators, in his capacity as Tetlin’s Chief, to work in the best interests of the mining operators).
- **Title 5. Chapter 1. Section 3 Invalid Transactions.** A transaction that attempts the sale, lease, acquisition or assignment of tribally owned land shall be void under any of the following conditions, but not limited to the following conditions:

- A. The transaction does not follow the procedures contained in these ordinances, or
- B. A tribal official or relative of a tribal official personally receives anything of value in exchange for the transaction beyond what any other tribal member might receive, or
- C. The transaction violates any applicable federal, state, or tribal law, regulation, or contract provision governing an applicable state, federal, or tribal grant or contract. **(TNCorp alleges that all of the aforementioned laws have been violated by Adams and/or Juneau in and through enactment of the 2008 Mineral Lease).**

Shareholders, the TNCorp Board and General Manager have not sat silently through what we believe to be wrongdoing against the Corporation. Because we have given you so very much to absorb with this ANNUAL REPORT, we will share details of TNCorp's actions to contest the 2008 Mineral Lease at a future time. We can, however provide a summary. TNCorp has to date...

- held meetings with Chief Michael Sam and with the new Tetlin Village Council to review much of the facts from public information we have shared with you in this report. It is fair to say that the Tetlin Village Council has shown little or no interest in working with the Tetlin Native Corporation to right the wrongdoing found to both the Corporation and the Tetlin tribe.
- initiated correspondence with all the various mining operations involved in the Tetlin mining Project.
- enlisted the assistance of legal counsel to review our findings and help strategize the necessary actions for appropriate relief.

There are many other factors to consider about violations of the 2008 Mineral Lease and the negative results of the mining operation in Tetlin... is the Tetlin tribe being paid fairly for what they are providing? Are the Tetlin tribal government members who allegedly may agree with the mining operation certain they know all the facts? Are tribal members being treated fairly in the distribution of *mining project dividends*, jobs, housing / community needs?

From 2008 to this very day, the Mineral Lease, its mining project and its' blatant misuse of TNCorp's ANCSA provisions and protections compromises our land, our ANCSA standing and deprives shareholders of benefits.

The FUNNIER Side of TETLIN



This winter a TNCorp shareholder left the village to visit family in Fairbanks. Once there as family does, he immediately went to work shoveling piles of snow to clear his family's walkway.

Finally done with shoveling, he wiped his forehead and leaned his shovel against the house. Just then he saw a neighbor woman of respectable age, standing out in her doorway tossing handfuls of **table salt** onto the small mountain of snow in her walkway. Being a friendly neighbor, our shareholder yelled across to the woman...

"MA'AM", he said politely. She stopped and faced our shareholder. He pointed to the salt she held in her hand and yelled again, **"MA'AM... I'm from Tetlin... and I can tell you. You're gonna need something a whole lot STRONGER than salt to get rid of all that snow!"** She waved her *thanks* to our shareholder and he went back into his house.

Minutes later, our shareholder heard a knock at his door. There stood his neighbor... handing **HIM the shovel** he had used to clean **his walkway**.

TNCorp's Ownership of 100,000 acres of ANCSA Protected Land

TNCorp's 1996 sale of 643,147 of its original 743,147.34 acres of ANCSA land to the Tetlin Council from its beginning, was problematic. The sale of a great portion of ANCSA land without proper procedures violated state of Alaska laws. In fact, the mere \$10 consideration the Council was to pay to transfer the deed was never paid. Nonetheless the agreement of a land division of 643,147 and 100,000 acres was honored by the Council and the Corporation until the 2008 Mineral Lease, when Adams breached the land sale contract, he signed in 1996.

CONTRACT FOR SALE

2. As further consideration for the transfer of the above described property to the Tetlin Tribal Council, Tetlin Tribal Council agrees to,
 - c. To defend and indemnify Tetlin Native Corporation from all claims, liabilities, or disputes of any nature, relating to, or arising from the transfer, ownership, or possession of the above described real property.

TNCorp's ownership of 100,000 of its' original 743,147.34 acres has never been challenged by TVC. All public disclosures of land ownership by TVC clearly states that they own 643,147 acres and TNCorp retained 100,000 acres following the 1996 land sale. Many of these publications (i.e., 2010, 2015, 2020 *Tetlin Community Plans*) were signed by Chief Adams — while he was signing Lease documents with Juneau claiming 780,000 acres for the Lease.

“...Tetlin Village Council **owns 643,174 acres** of surface and subsurface land and the Tetlin Native Corporation owns approximately **100,000 acres** of surface and subsurface land...”

Native Village of Tetlin Community Plan 2020 (page 22)

In 2010 the description on the deed was found to not represent 100,000 acres as had been agreed between the 1996 TNC Board and the Council (both under Adams' leadership). By this time, Adams and Juneau's Mineral Lease was using the defect in the deed to their personal advantage. This error continues to this day. This misinformation on the deed prevents TNCorp from participating in certain business opportunities that require a clear title to 100,000 acres.

Gossip, Misconceptions, and Misinformation

For *decades*, TNCorp shareholders were kept in the dark about their village corporation. There were no informative newsletters, annual reports, financial reports, proper shareholder records, or any other means for shareholders to receive answers to basic questions. Our research discloses that even Shareholder Meetings were not properly conducted and involved shareholder voting ballots *tampering* to gain results wanted by the TNC Board.

The co-mingling of Council and TNC money for self-serving purposes became obvious when tribal members were in need. Pieces of information began to filter out as shareholders saw certain leaders and shareholders living “larger” than others. Lawsuits were filed and “sides” were taken. The Corporation was at war within itself. That war continues to be challenging today. The Tetlin tribe shows indications of division. Family - friends - Tetlin members who reside in the village – those who don't – ANCSA shareholders – tribal non-shareholders... lines are drawn.

Gossip, misconceptions, and misunderstandings have arisen from misinformation about TNCorp and the Council. What are the responsibilities of the Corporation and those of the Council? TNCorp knows that questions of income, dividends, and shares are responsibilities of the village corporations. However, TNCorp has been called out for meeting the “quality of life” needs of tribal members (such as housing, waste management, jobs, etc.) that fall under the responsibilities and revenues of the Council. Where TNCorp has generated **no** dispensable revenue since after the 1990s, a government public information source, *usaspending.gov*, shows that Tetlin Village Council has brought in **\$16,648,965** in federal funds since 2006, to meet tribal members' needs.

By 2010, TNC was at a near end and problems were severe. The Corporation had no income and debt was building. Word of the Mineral Lease compromising ANCSA land was buzzing, but no one had any valid information to help

TNC regain their land that was included in the Lease. Adams and Juneau continued to work on the Lease and held mining details close to their chest, not even sharing information at Council or Membership meetings. Finally, TNC lost what limited administrative help they had from their attorneys due to the inability to make more payments.

TNCORP SOLUTIONS

A New Beginning to Resolve Issues and Get on Track

In late 2010, David Flenaugh, a Fairbanks businessman and Pastor known by many Tetlin members and shareholders was approached to help TNC. Learning that TNC had no revenue to salary him as a General Manager, David entered into a contingency agreement with TNC.

David's immediate actions were to bring order to the corporate structure. Taxes were brought current, government registrations were made, documents policies and procedures were established for internal controls and professional polish was applied to give a *make-over* to the broken TNC to become the new and orderly **TNCorp**. David's resources enable the Corporation with an interactive website to keep shareholders informed and provide a professional public presence (*letterhead, telephone support, dedicated email service, and shareholder outreach*).

David made a bold attempt to bring TNCorp to the Council's table to participate in the many federal and state construction grants they had received. David's company (Midway Demolition & Clean Up Service, Inc.) was postured with licensure, viable expertise, equipment and offered to benefit the Tetlin tribe shareholders with job-creation. David's offers and proposal to the Council President and the Tribal Administrator were ignored. Knowing the needs the Council had for professional management, TNCorp extended proposals in grants research, grant -writing and grants management. As before, these proposals were ignored. Another bold move on David's and the Board's part was to initiate collection actions on thousands of dollars in outstanding debts from loans to the Council, leases, business transactions, and individuals who dealt with the previous Board. This problem-solving effort was cut short when the appropriate paper-trails to validate the debts could not be located. In spite of these roadblocks, David and the Board continued to knock at the Council's door to offer certified and professional services needed by the tribal government. All offers were ignored. David and the Board turned their attention to identifying TNCorp's greatest losses and to seek and build measures for solutions and recovery.

Since 2011, David has provided cash infusion to TNCorp. David's financial help brought TNCorp current on taxes, paid for office support, accounting, attorneys, consultants, operation overhead, and more.

David continues to deliver management and administration support to TNCorp and is reimbursed only in circumstances when TNCorp receives income. As a contractor, David is not salaried, but after his expenses are reimbursed, he is guaranteed compensation of a percentage of any proceeds that come into TNCorp.

TNCorp PRIORITIES

Going Forward –

TNCorp has identified specific problem areas that the Board and the General Manager believe can be resolved with concentrated efforts. These problem areas have been addressed as **Priorities**...

- The correction of the legal description on the 1996 TNC/TVC deed to set clear claim to the Corporation's 100,000 acres and location of ANCSA and surface and subsurface rights;
- To challenge the purported Mineral Lease's wrongful claim to ANCSA land, subsurface rights, misuse of ANCSA name and to receive compensation for all violations against TNCorp;
- To host a Shareholders meeting for elections, share registration, and general shareholder discussions;
- To secure a viable, feasible source of corporate income that will support shareholder dividends (Timber Harvesting, Working Agreement with A2A Railway, Government Grants/Contracts), and
- Mend severed relations between the Council and the Corporation caused by past wrongdoing and the interference of outside sources such as the Manh Choh mining project.

TNCorp Q & A



The **new** TNCorp Board and General Manager, as of 2011, are aware of questions and concerns shareholders have had after decades of silence from past leadership and mismanagement. We know it is time for answers and are hopeful that our years of fact-finding will provide you with truth. To the best of our ability, we will answer all reasonable questions and share all essential shareholder information on an ongoing basis.

Does TNCorp have an income?

NO. But under the existing General Management contract with David Flenaugh, TNCorp, has been able to meet basic administrative and operating services and costs so as to continue as a viable ANCSA village corporation. Due to the extreme circumstances the TNCorp was left to contend with, expenses have also included payment of taxes, legal fees, researchers, surveyors, and other consultants assisting with securing TNCorp's land ownership and countering the Mineral Lease.

Will Shareholder Meetings resume soon?

YES. However, it is important for shareholders to understand that since 2006, TNCorp has had no income to cover the costs connected with organizing and hosting a proper shareholder forum. It is the intention of TNCorp to announce and coordinate a Shareholder Meeting before the end of this summer.

Why don't we (TNCorp Shareholders) receive Dividends?

In the new TNCorp's Board time frame (2011 – 2022), **the Corporation has had no income** to distribute dividends in any amount and still operates under an annual debt. A 2012 report ("Behavioral Research in Accounting: Accounting and the Alaska Native Claims Settlement Act" by Steven W. Thornburg and Robin W. Roberts) estimated that ANCSA village corporations should expect to **spend upward of \$60,000 to \$80,000 per year** to operate. Even for a small village corporation of less than 130 shareholders and no employees, such as TNCorp—there are still high operating costs annually.

Why did the TNC Board GIVE away Corporate land to Tetlin Tribal Council for only \$10.00? How are the shareholders of TNC benefiting from this sale?

This question requires a detailed response. Let's look at a few facts. ANCSA land is held by shareholders as landowners with rights under the State of Alaska. The sale of TNC's land violated state laws that protects shareholders (**AS 10.06.568. Sale of Assets Not in Regular Course of Business**). So, you are correct in using the language "*GIVE away corporate land*" because that is exactly what the Board did in 1996. Of 743,147 acres (the approximate size of the State of Rhode Island at 776,900 acres), The TNC leadership gave away 643,147 acres leaving TNC shareholders 100,000 acres of ANCSA land. The transfer of the subsurface estate for minerals, oil, gas, etc. remains to be legally determined as it is not clearly stipulated in the deed.

WHY did the Board give away corporate land? Documents show that from the beginning of ANCSA, TNC's leaders apparently, always intended **to transfer all the Corporation's land to the Council**. Letters, resolutions, and other writings of past TNC leaders never show they had plans to keep or develop ANCSA lands for their shareholders. TNC's early leaders openly opposed ANCSA and made attempts to transfer the Corporation's land without the knowledge or approval of shareholders long before 1996. TNC had some discussion that they should follow the examples of the Venetie Indian Corporation and the Neets'aiti Corporation of Arctic Village who transferred ANCSA land titles to their tribal governments (retribalization) and dissolved their village corporations.

Documentation shows that the TNC/TVC leadership fed shareholders false and misleading information to manipulate them into giving all the Corporation's land to the Council. Pitting ANCSA land ownership against tribal ownership, TNC leaders put on the 1995 Shareholder Annual Meeting ballot "... *The property would*

be transferred to the TETLIN VILLAGE COUNCIL and basically place our lands back into trust status with the BIA.” In a legal brief prepared during the 1999 – 2006 “Concerned Shareholders vs TNC” lawsuit, an attorney representing TNC, spoke of the Shareholder Meeting on the sale/transfer of TNC’s land. He said that... *The proxies characterized the land transfer as a "sale", but TNC/TVC leaders diverted the transaction as a "gift" to the Council who never paid the inadequate amount of \$10. He also said that **The land was not placed in BIA trust and that TNC management gave shareholders false information on the Ballot.*** We (TNCorp) believe... the land **was not** “placed in trust” **because it could not be placed in trust.**

Consider this—*how could TNC or TVC (or their legal counsels) believe that ANCSA land transferred to the Council as **private land**... could be **returned** to “Trust status with the BIA”? Reservation land was under federal superintendence (trust) through the BIA, not ANCSA land. Selling the land to the Council alienated the land from ANCSA, making it private land, not “Indian Country” and could not be held under federal trust. (A good read on this topic can be found online under the US Department of Justice and a Supreme Court ruling on “Indian Country” (justice.gov/enrd/alaska-v-native-village-venetie-tribal-govt)). It was **not until 2014** that language was deleted from the “Alaska Exception” (CFR §151.1), to allow Alaska tribal land to be held in federal trust.*

Clearly, TNC/TVC leaders, even while working with attorneys and CPAs who advised them in the land sale, managed to mislead shareholders as to **why** the corporate land should be transferred to the Council. Everyone was led to believe that transferring the land to the Council “*would protect*” the land from leaving tribal hands... **but the opposite was true.** To this day, ANCSA land (undeveloped) is protected from taxation, adverse possession, judgments, and other provisions (PUBLIC LAW 100-241). Land that is sold/transferred to the tribe **is private land** that can be borrowed against, sold, leased, have judgments, liens attached, etc.

When the 643,147 acres were sold to the Council in 1996, shareholders not living in the village LOST any rights to what once was “their land”. The land lost ANCSA protections against taxation, judgments, and determination of equal shares in the land’s value. Also the transfer of the land put 643,147 acres into the hands of people who had no expertise or land management regulations. Ordinances were ratified in 1997 to include “Land Management” but they do not appear to address specific land-related rights. 1997 Ordinances say...

**TITLE 5: LAND MANAGEMENT
CHAPTER 1
GENERAL PROVISIONS**

Section 1. Purpose and Intention

“...to give the tribal membership knowledge about land policies, decisions, and actions, and to allow participation by tribal members in tribal land decisions.”...

and

“...All tribal administrative decisions involving Tetlin land shall be determined by what is in the best interest of the Tribe...”

The “acid test” as to whether or not these Land Management laws were a mechanism for protecting Tetlin tribal members rights over *their* tribal land ...

- Were Tetlin members *allowed participation* in the *tribal land decision* involving the 2008 Mineral Lease that has given **all their land to outside mining companies** (purported in the Lease as **780,000 acres**)?
- Did Tetlin members receive the right in the 2008 Mineral Lease to sign away any sovereign immunity they held over private land owned by the tribe as per **Tetlin Ordinance Title 1 Chapter 2 Section 1.**?
- Were the Council leader(s) who engaged in the Mineral Lease making *tribal administrative decisions involving Tetlin land* that was **in the best interest of the Tribe**...?

The uncontestable singular answer to these questions is — **“NO”**. Tetlin’s property, 643,147 acres, was treated as if it belonged to one person. The one person was the Council Chief, who signed the Mineral Lease against Tetlin laws... without even the knowledge, vote, or consent of the tribe’s elected governing Council.

In 2008, ALL 643,147 acres of land said to belong to the Native Village of Tetlin and 100,000 acres of TNCorp land was granted under a Mineral Lease to non-Native, Lower-48 businesses. This was done without the knowledge or input of Tetlin tribal members or shareholders, and is held in those same hands, today — for an unlimited number of years.

Tetlin’s Chief, without TNC’s Board or shareholders’ consent, gave TNC’s land to a Texas mining company; just as he gave TNC’s land to the Council.

Back to **WHY the TNC Board gave away the Corporation’s land** is that the past Board members, apparently, did not want to be accountable to an ANCSA village corporation and its shareholders. ANCSA land holds accountability under State of Alaska laws. There is also the responsibility to protect the asset for the benefit of shareholders. By giving the Corporation’s land to the Council, these TNC leaders who were also serving as Council leaders, would no longer be held accountable to ANCSA regulation and shareholders.

The 2008 Mineral Lease and current mining activities proves how the primary leader responsible for transferring TNC’s land, treated the land once it was owned by the Council. He showed no obligation to include Tetlin tribal members nor their governing Council, in decision-making over their land. Nor did he ever show any accountability to advising the Council or tribal members of **what he had done**. He, the Council Chief, did however, accept a **\$5,000 a month contract with the mining company to represent their interests**, not the interests of the Native Village of Tetlin. The mining operators now hold rights over **all Tetlin tribal lands and the Corporation’s** and hold documentation saying they have a continuing right to do so long into the future.

Why isn't there any bidding on jobs? All the "state or government" jobs are not getting bid on.

One of the first actions of the new TNCorp was to approach this very issue. It is important to know that all “state or government” jobs were related to grants [construction, environmental, social services] allocated to the Council by law. The only way TNCorp or shareholders could participate would have been through a working agreement with the Council. Any chance for a positive relationship between the Council and TNCorp was ended when Adams was forced to leave the Corporation. From that time onward (even to today), TNCorp was never informed or included in any economic development or work opportunities from the Council. Adams even withheld all Mineral Lease information from the Corporation after claiming and transferring TNCorp land to outsiders.

Who is making money off the hunting outfits that hunt and fish on our land? Non-natives are being allowed to hunt and fish on our land, but who is giving them permission? Who are these BIG GAME companies paying to have the exclusive right to hunt on the land?

This question is complex. After 1996, “the Land” was divided into the TNC 100,000 acre and TVC 643,147-acre split ownership. We cannot give an intelligent answer because we have no way of knowing what hunting and fishing is being done. We can say that, from 2012 on, TNCorp has posted land use and restrictions on our website and have a Board member who monitors activity on the land (as much as possible). We can also say with certainty, that no BIG GAME companies intruded (to our knowledge) on TNCorp land.

Why is it that there is STILL no running water and electricity in most of the homes in Tetlin when the Board has received money to help rectify this situation?

The answer to this important question means knowing the difference between the Council and the Corporation. The Tetlin Village Council holds governance and responsibility for meeting the health, social service, housing, and other quality of life needs of tribal members. Public information shows that since 2005 TVC has received **over \$16 Million in federal funding to address the needs of Tetlin tribal members and the village in which they reside.**

Tetlin Native Corporation, Tetlin's ANCSA village corporation was established for economic / business development intentions. Federal funding was permitted only to tribal governments to meet quality of life needs. There were no funding mechanisms for TNC to receive or distribute such funding or services.

Why isn't Tetlin Native Corporation making money NOW?

As we look at the successes of other ANCSA corporations operating businesses that support dividends for their shareholders, why TNCorp does not operate a business for income generation today is an excellent question. It is almost intolerable to see TNCorp limping along and struggling to hang on. Business development for TNCorp is not as easy as starting a home-based enterprise from your garage or kitchen table. Multiple past endeavors attempted by TNC leadership proved to be disastrous for the Corporation. They literally, threw good money after bad, time and time again – depleting Corporation's bank account to this day.

The new TNCorp Board has operated in "clean-up" mode since 2011. Unlike past TNC leadership, today's Board works to stabilize the Corporation's foundation to eventually support lucrative business development. Taxes, policies, procedures, and an emphasis on **fact-finding for the purpose of recovery** has been our priority. *Recovery* to TNCorp is twofold; (1) to return the Corporation to a healthy condition (or establish that condition) and (2) to regain possession and control of stolen corporate and shareholder assets. TNCorp assets (the greatest being land) have been stripped repeatedly from the Corporation because they were not protected by a stable corporate structure. The 1996 land sale to the Council, transpired outside of policy, cost TNCorp 643,147 of 743,147 acres of undeveloped land intended for subsistence and economic development for shareholders and their families. On the heels of that unstable land sale, TNCorp's deed to their 100,000 acres is found to contain a defective legal description of *how much* and *where* TNCorp's land is, makes the deed useless to protect ownership. On the further matter of TNCorp's land, a Council leader breached the Contract of Sale between the Corporation and the Council in 2008. His breach gave TNCorp land rights to an outside company to include in a Mineral Lease without asking permission, paying, or even offering TNCorp a penny. All these matters call for recovery efforts that will enable TNCorp with assets essential for business development.

ANCSA CORPORATIONS IN THE NEWS

Alaska Native Corporations Are Considered Indian Tribes Under the Indian Self-Determination and Education Assistance Act.

On June 25, 2021 in a 6-3 decision, the Supreme Court held that Alaska Native Corporations ("ANCs"), are entitled to COVID-19 relief funds; solidifying that ANCs qualify as tribes.

crsreports.congress.gov/product/pdf/LSB/LSB10626

What does this news headline mean to Tetlin Native Corporation?

It means that TNCorp was provided money to distribute **COVID-19 Relief Funds** to shareholders and their households. Though TNCorp's was the smallest amount of all ANCSA corporations – it was greatly appreciated.

The June 25th Supreme Court ruling that Alaska Native Corporations (ANCs) are now considered Indian Tribes opens multiple sources to TNCorp for providing to the Native Village of Tetlin, shareholders, and the community-at-large.

Federal grants, once closed to ANC's, are now open for our participation. TNCorp is engaged in researching feasible funding sources and will be reaching out to our shareholders for your ideas and input.



UNIT 2. Shareholders should *Know about...* RESEARCH — Finding your own Answers

TNCorp knows the value of information from **reliable sources**. Today your answers to pressing questions can be found at your fingertips using computers and smartphones. We will do our best to **list free** websites of benefit to you as a shareholder and a Tetlin tribal member. We, however, cannot guarantee there will not be a cost associated with any of the websites. TNCorp is not claiming to provide legal or any other advice. These websites are given only in the interest of providing access to public information. They will give you details relevant to topics covered in this Annual Report (i. e., Tetlin Mineral Lease, Manh Choh Mining Project, etc.).

Manh Choh Mining Project (aka) Tetlin Mining Project RESEARCH PRIMARY SOURCES FOR PUBLIC INFORMATION

- Department of Natural Resources Recorders' Office..... dnr.alaska.gov/ssd/recoff/
- US Securities and Exchange Commission..... sec.gov

Search by document number, names, business names. Names must be exact, such as:

Tetlin Village Council
Contango Ore Inc
Peak Gold LLC

Parties to the *Tetlin Mining Project* have used different names to record various documents. *Look carefully.*

Memorandum of Mineral Lease <i>Recorded 9/19/2008</i>	dnr.alaska.gov/ssd/recoff/search/docdisplay?district=401&SelectedDoc=20080190320
Memorandum to Amendment No. 1 to Mineral Lease <i>Recorded 12/29/2009</i>	dnr.alaska.gov/ssd/recoff/search/docdisplay?District=401&SelectedDoc=20090257440
Mineral Lease (to 780,000 acres, Tetlin) <i>Document 2015-000221-0</i> <i>Recorded 1/8/2015</i>	dnr.alaska.gov/ssd/recoff/search/assocdocs?district=401&associateddoc=20080190320 sec.report/Document/0001193125-10-269510/#dex101.htm
Rickey William Hendry Finder's Fee Agreement <i>Recorded 4/17/2015</i>	dnr.alaska.gov/ssd/recoff/search/docdisplay?District=401&SelectedDoc=20150057070
Donald Adams "Consulting Agreement"	sec.report/Document/0001193125-11-251425/#d233360dex108.htm
Contango Ore SEC Filings	sec.gov
Tetlin Native Corporation	tetlincorp.com commerce.alaska.gov/cbp/main/search/entities
Concerned Shareholders of Tetlin Native Corporation	deirdrekahula.tripod.com/
Tetlin Village Council Native Village of Tetlin <i>Federal Grants</i>	<i>(TVC has no website. Historic information can be found through Tanana Chiefs Conference. Grant funding can be found under Federal public information websites.)</i> usaspending.gov/search/?hash=521ea5c7fe648f0320db0f55fc8ceabf tananachiefs.org/wp-content/uploads/2021/04/2020-Tetlin-Community-Plan.pdf

What if Information is not ONLINE

There will be important documents you may not be able to find online. Many tribal companies, organizations, and governments, such as Tetlin Village Council and even Tetlin Native Corporation, do not publicize publications intended primarily for tribal membership.

Documents of importance to all Tetlin tribal members to know of their sovereign and tribal rights are...

- The Tetlin's Code of Tribal Ordinances (1997) Current revisions are unknown
- The BIA Corporate Charter (1940)
- The Constitution and Bylaws of the Native Village of Tetlin (1940)

Typically, these documents should be located together. Should copies of these not be available through the Tetlin Council, the next likely resource would be the Tanana Chiefs Conference.

In seeking records from the Tribal Council offices, a provision is written under the **Tetlin Ordinances** (Laws):

CHAPTER 9: RIGHTS OF MEMBERS

Section 1. Access to Tribal Records

Tribal members shall have the right to review all tribal records, including financial records, during tribal office hours in accordance with procedures established by the Tribal Council except in child welfare cases, litigation, personnel, enrollment records or other confidential records as defined by tribal ordinance.

Documents of most importance to TNCorp Shareholders to know of that are not online are...

- Shareholder Registration data
- Articles of Incorporation
- Bylaws
- Board Policy

Tetlin Native Corporation Board Policy

The Board, as the TNCorp governing body, is entrusted with the authority to establish policy for administration, management, and the operation of TNCorp. Board policy also establishes parameters and guidelines for conduct of Board directors, committees, management, and staff.

Purposes of our policy are to:

- inform everyone of Board intent, goals, and aspirations.
- prevent confusion among Board directors, staff, and the public.
- promote consistency of Board action.
- eliminate the need for instant (crisis) policy making.
- reduce the criticism of the Board and management.
- improve public relations.
- clarify Board Director, General Manager, and staff roles.
- give management a clear direction from the Board.

Thank
you!

TERESIA EUDAILEY for 17
years of commitment to
TNCorp's financial and
shareholder records.

THANK YOU!

To the **BOARD DIRECTORS**
FROM 2006 – 2011
...served TNCorp well,
having to keep the
Corporation afloat during the
worst of times.

ROY DAVID

And

WANDA DAVID

Thank you so much.



...as past Council members
present at the 2008 meeting
with Chief Adams and John
Juneau — your firsthand
account of the purported
Mineral Lease is valuable to
TNCorp. Your devotion to
sharing the truth of what
was hidden from the
Corporation for so long is
greatly appreciated.

**THANK
YOU!**

Thank
You

... to **DEIRDRE PLETNIKOFF** and
SHIRLEY JIMERSON, for their
CONCERNED SHAREHOLDERS
website. Your facts, dedication, and
search for honesty has been an
inspiration to TNCorp.

Thanks, **GARY DAVID** for serving
above and beyond your duties as
TNCorp President and providing
monitoring for the protection of
Corporation land.



Thank
you!

ANGELENE ISAAC
and

JOSH DEMIT

...for helping other shareholders
receive Covid-19 Relief checks
by forwarding TNCorp their
information!

Thank
YOU

...and much appreciation to
ALL our shareholders for your
patience and support.

WHEN Will We Succeed?



In a village a young man joined a respected Elder for an evening walk.

The young man asked — “*Elder, What must I do to succeed*” The Elder did not answer. The young man asked again, thinking maybe his Elder did not hear him.

“*Elder,*” he yelled, “*what must I do to succeed?*”

Still, the Elder did not answer. The young man and the Elder continued walking without the Elder saying a word.

Finally, they came to a lake. The Elder then grabbed the young man by the arm and led him into the water. When the water was up to their necks, the Elder grasped the young man stronger, plunging him under the water, and **held him there**.

The young man struggled to free himself, but the Elder overpowered him and continued holding him under the water. The young man grew frantic, but the Elder still held him under the water.

After a long time, the young man - **desperate for air**... shoved with all his strength and **broke free** - finally able to come up for air.

It was then the Elder *spoke these words*:

**“When you want to succeed
as badly as you want to breathe...
then - you will succeed.”**

