

The MANH CHOH MYSTERIOUS FINDER'S AGREEMENT (An Opinion Paper of Tetlin Native Corporation)

Tetlin Native Corporation (TNCorp) commends Alaskan newspaper reporter, columnist and author of more than 40 years, Dermot Cole, <https://www.dermotcole.com/> for his bringing the public's attention to the Finder's Agreement in his Sept. 14, 2023 article, *Legal questions aside, Tetlin didn't get a fair shake from KINROSS mine deal.*

An intriguing and unusual, contract grew out of the the KINROSS partners relationship with Tetlin's former Chief — the ***Finder's Agreement Between Native Village of Tetlin and Rickey William Hendry*** (Finder's Agreement)

We are not trying and interpret this Agreement. There are just way too many "moving parts" to understand and it is apparent that when the former Chief entered the Tetlin tribe into such a compromising obligation, he did not seek legal advice,

TNCorp's shareholders are also tribal members and are entitled to know as much as possible about this time bomb contract that no tribal member knew about. We see this Finder's Agreement as an incredible financial drain to the tribe (10%, and possibly more, of net proceeds for the lifetime of the Manh Choh mining project) so we present this report as our opinion based on diligent research and facts.

FINDER'S AGREEMENT OVERVIEW

What is a "Finder"

A Finder is basically a person who refers or links one person, business, or entity to another. In exchange for introducing the parties to a deal, the Finder receives a commission or fee according to an agreement.

We found the State of Alaska regulates "Finders" in relation to Unclaimed Property. Our research could find any other laws codes. Should anyone reading this information know of any regulations pertaining to Finders, we would welcome your input, so please email research@tetlincorp.com.

The players holding the Hendry Finder's Agreement (Rickey Hendry and Richard Levens) are from Texas where Finder's Fees are highly regulated. In fact, there are Finder's Fees not permitted in Texas which probably made a deal in Alaska so appealing. For instance, per legalbeagle.com, Finder's fees for investment advisors who also hold another investment role: Under the Texas Securities Commission rules, it is an illegal conflict of interest for a finder to hold dual roles. It is not known if RL Investments named in the Hendry Agreement is such an investment firm, but if it is, it is understandable that their "finders fee" is carefully buried in the Agreement.

Who is "the Finder", Rickey William Hendry (Hendry)?

Hendry purports to have "linked Brad Juneau and Tetlin's former Chief" to a mining deal. We, find this claim may be questionable because the three men (Juneau, Hendry, and the former Chief) were already acquaintances. Research into Hendry just shows he is 73 years old. No business license or more was found.

By his own words in the Finder's Agreement, Hendry describes himself ...

- As having a "principal place of business in Apple Springs, Texas."
- "has long been known to the members and leaders of the Tribe..."

- "...in many ways Mr. Hendry has shown his interest in the people of Tetlin including charitable acts to benefit the members of the Tribe."
- "Mr. Hendry has offered to assist the Tribe in its desire to identify potential economic development opportunities."
- "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."
- "...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."
- "Mr. Hendry is an independent party, and, although a friend of the Tribe, is not an agent of the Tribe for any purpose whatsoever."

Three of the five former Council members present at the June 6, 2008, meeting with Juneau were asked about Hendry and his Finder's Agreement. All said that they did not know him, and that they knew nothing of the Agreement. In fact, they said they were not even aware of Hendry being at the meeting as he professes in the Agreement.

Although Hendry brags of his camaraderie, devotion, and charity to Tetlin members, our research as to who knew him has not produced friends or even acquaintances other than the former Chief.

Should any Tetlin members reading this document have information to share about their knowledge of Mr. Hendry or about his Finder's Agreement with the tribe, please email: research@tetlincorp.com.

Finder's Agreement Facts

- The Finder's Agreement, like the Mineral Lease, originated in 2008. Also, like the Mineral Lease, which was not recorded until January 2015, the Agreement was not recorded until April 2015.
- The Finder's Agreement is written in the Mineral Lease as a financial obligation of the Tetlin tribe but not of the KINROSS partners [John "Brad" Juneau, et al]...

(g) Commissions; Finder's Fees. That Juneau has not utilized the services of a broker or a finder in the negotiation and execution of this Lease, and that it **has not incurred any obligation to pay a broker's commission or finder's fee** upon the execution and consummation of this Lease.

(k) Commissions; Finder's Fees. Other than **its agreement with Mr. Hendry under which Tetlin is solely liable to compensate Mr. Hendry from its royalties pursuant hereto**, and with respect to which Tetlin shall save and hold Juneau harmless from any liability, Tetlin has not utilized the services of a broker or a finder in the negotiation and/or execution of this Lease, and that it has not incurred any obligation pay a broker's commission or finder's fee upon the execution and consummation of this Lease'.

- The Finder's Agreement includes a second party, Richard Levens of RL Investment (Investors), that could possibly hold another commitment from the Tetlin tribe...

1. For the term of **any agreement that may be entered into between Tetlin and the Investors** for exploration and production of revenue from the sale of precious metals, base metals, gems, oil, gas, minerals or other elements, found by the Investors on the Tetlin Lands (Agreement with the Investors), **the Tribe will provide the share specified in paragraph 2 of the net profits that the Tribe actually receives from any such Agreement with the Investors to Mr. Hendry.**

RL Investments appears to have a “*contract within a contract*” obligating the Tribe to pay Hendry for revenue made from Juneau **and** these “[unknown] investors” represented by Richard Levens. Research into Richard Levens finds that he is 55 years old and of relations with Hendry possibly through marriage (i. e., son-in-law). Levens business licensing for RL Investments is now called Levens Capital Partners, LLC in Lufkin, Texas. Referred to as a development group, Levens Capital’s name appears in association with sizeable real estate investments in Texas.

- Hendry sets his payment terms for Juneau and the other “investors”. Hendry establishes his estate will be paid even after his death.

2. Specifically, **the Tribe shall provide to Mr. Hendry ten percent (10%) of all net profits actually received by Tetlin pursuant to any such Agreement with the Investors.** For the purpose of this Finder's Agreement, "net profit" shall mean the profit obtained by Tetlin pursuant to any Agreement with the Investors after all costs, expenses, fees, taxes, or other burdens are subtracted from the gross profit.

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.

TNCorp resources, expert in Finder's Agreements, has never seen an “*in the event of his death*” before nor a perpetual time frame. Think — the Tribe must pay 10% or more for introducing two guys who maybe already knew each other. That is the one and only “job” Hendry had. And for that should we believe the Tribe “*thanked him for his efforts*” with 10%+ the *lifetime of the Manh Choh proposed revenue stream*?

This pretty much covers the *need-to-know* facts about the Finders Agreement. But there is more to be considered about the Finder's Agreement. Like the 2008 Mineral Lease, there is more to the story.

Finder’s Agreement Technicalities

- Hendry, and the former Chief by his signature” claims “The Tribe” waived its sovereign immunity in their defense against the Finder’s Agreement. As was the case with the Mineral Lease, under Tetlin laws, the Chief nor the Council have the right to waive immunity.

1997 Native Village of 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...**

- Hendry asserts a great deal of personalization to the Tribe that cannot be verified except by Tetlin members who may actually know him. Hendry seems to use this personalization with tribal members to justify *why* he is deserving of this “life-time” “Finder’s Amount”.

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

- Like Juneau, in the Mineral Lease, there is never a mention of ever formally meeting with the Tetlin Village Council or of a formal vote. Hendry like Juneau speaks of a “*general meeting*” of the Tribe in 2008, whereas the current Chief refers to the June 6 meeting as a “community gathering” in a recent media release. It doesn’t take much to understand there is a vast difference between the two, one meeting being formal and the other is something [very] informal.
- About the date (June 6, 2008) mentioned in the Mineral Lease and the Finder’s Agreement... it is said that most tribal members (including Corporation shareholders) were away from the village on a special event and there is no indication that a scheduled Membership Meeting was in session as per Tetlin laws. There is nothing legitimate (i. e., minutes, signatures of attending Council and tribal members, resolutions) to substantiate what Juneau or Hendry say is true. Of those who attended the meeting, not one tribal or Council member knew about negotiations, the Mineral Lease or the Finder’s Agreement.
- The language and tone of the Finder’s Agreement lays a solid foundation to a relationship existing between Hendry, Juneau, and the former Chief. Terminology and even formatting of Juneau’s Mineral Lease and Hendry’s Agreement are the exact same in several parts.
- The sole signer on the Agreement for the Council is the former chief with no other tribal member even as a witness. One Witness is a non-tribal associate of the former Chief signing in July and the other is a relative (or spouse of) Hendry who signed earlier in June.
- The Finder’s Agreement is not notarized. Technically, there is no way to know where the document was finalized as the former Chief formalized some Mineral Lease documents in Houston, Texas.

Closing

Although the Hendry Finder’s Agreement has no (known) bearing on the Mineral Lease’s infractions against Tetlin Native Corporation, the Corporation believes that it does have financial impact on the Native Village of Tetlin tribe of which our shareholders are enrolled members.

This document is, however, presented for the benefit of all Tetlin tribal members who have been long-denied rightful knowledge of all dealings connected with the Mineral Lease that has bearing on their futures.

It is interesting that TNCorp has been falsely accused of “*inaccuracies, misstatements and unsubstantiated allegations with respect to the Manh Choh Mining Project on the Tribe’s lands*”, yet the Corporation has been the only entity to present documentation to our tribal members to see the truth for themselves.

For a long time, so much of importance was hidden from Tetlin tribal members (i. e., the Mineral Lease, the former Chief’s \$60,000/year contract with the mining companies, the Finder’s Agreement). TNCorp admits “*We don’t know everything or what else may be out there*” but we are committed to finding the “truth” for you.