

## IT IS ABOUT RECLAIMING OUR LAND

Tetlin Native Corporation Details its Opposition to the Manh Choh Mineral Lease November 10, 2023 By: David Flenaugh, General Manager (dflenaugh@tetlincorp.com)

Tetlin Native Corporation (TNCorp) is not attacking the Tetlin Village Council or the Tetlin tribe in their current support of the Mahn Choh mining project.

What the Corporation seeks is relief from the KINROSS partnership's infringement upon the Corporation's land. TNCorp also seeks relief from any damages that may have been caused by the KINROSS partnership's misrepresentation of the Council as the ANCSA village corporation of Tetlin in the Mineral Lease, federal SEC filings, and promotional materials.

The 2008 Tetlin Mineral Lease was entered into without the knowledge or consent of TNCorp. The Corporation therefore directs its well-founded allegations at the KINROSS mining partnership for good reason. The Mineral Lease's claim to *"all of the lands owned by Tetlin [Tetlin Village Council] (estimated at 780,000 acres)"* is a false statement that infringes upon 100,000 acres owned by its shareholders.

In the Mineral Lease, a copy of <u>TNCorp's Congressional land patent for 743,147 acres</u> is included as an exhibit. If TNCorp originally owned 743,147 acres and 643,147<sup>1</sup> acres are claimed by <u>Tetlin Village Council as in their</u> <u>Community Plans</u>, which also says TNCorp owns 100,000 acres after a land transfer — how do the KINROSS partners have a right to claim 780,000 acres or even the 675,000 acres as they say in promotions? The Manh Choh mining project is holding wrongful claim to TNCorp's land — somewhere.

## FACT

Tetlin Village Council <u>does not own</u> 780,000 acres or 675,000 acres as falsely proclaimed by the KINROSS Partners.

Even the Tetlin Village Council themselves do not say they do. Of approximately 385 Tetlin tribal members, 129 are ANCSA shareholders and then there are their families. Thus, the greater portion of the tribe has an association with the Corporation. The Corporation, therefore, commits itself to helping the Native Village of Tetlin and even the newer Council members to learn as much as possible about what has been hidden from them since 2008 pertaining to the Mineral Lease.

TNCorp holds support that from 2008 - 2016, the Council and the

tribe were under the secretive and self-serving leadership of the former Chief who together with John "Brad" Juneau (Juneau) and partners in executing the questionable Mineral Lease and the mind-boggling 10% Finder's Agreement with Rickey Hendry and another party. In 2016, as TNCorp's General Manager, I (David Flenaugh) and independent researcher, Loretta Smith interviewed three former Council officers and members who attended the meeting in 2008 with Juneau. Of the five Council members in attendance, all three (including the current Chief who, for some reason, has now changed his mind) declared the Council never entered into negotiations with or gave Juneau permission to mine on Tetlin land.

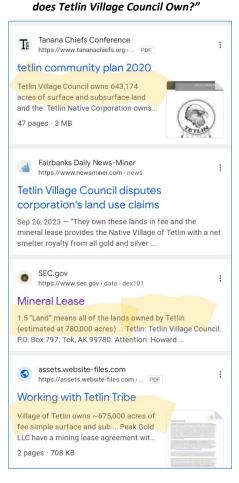
In July 2008 the former Chief, in violation of tribal laws, executed the Mineral Lease without the knowledge, permission, or legitimate signature of another Council officer as per tribal law. 2010 – 2015 the former Chief bound himself closer to the mining partners under a \$60,000 a year Consulting Contract (plus bonuses), again, unknown to

<sup>&</sup>lt;sup>1</sup> Incorrectly written as 643,174 acres

the Council he served, and in violation of Tetlin laws. The contract was never recorded and found only in complex SEC securities filings that would not be found by Tetlin members.

No information relating to the Mineral Lease was ever provided to the Corporation by the former Chief or the mining partners. The former Chief, not informing TNCorp of his committing Corporation land to the Mineral Lease, was a demonstration of his alienation from Tetlin's ANCSA village corporation. Once serving as president of TNCorp, a grueling court battle brought by shareholders, found the former Chief in breach of fiduciary duties and the wrongful transfer of 643,147 acres of Corporation land to the Council.<sup>2</sup> The former Chief was removed from TNCorp's board. There is, however, no reason Juneau did not contact TNCorp regarding the Mineral Lease when the Lease includes documents pertaining to TNCorp's land (the Congressional land patent and the TNCorp Quit Claim Deed transferring land to the Council).

Further, the former Chief knew that the Corporation and the Council were engaged in disputes about the deed and land issues pertaining to his wrongful land transfer. The TNCorp land transfer was contingent upon a Corporation Resolution and a Contract with considerations stipulating terms to be met by the Council to receive the Deed. The Contract, signed by the former Chief on behalf of the Council's reads *"Tetlin Tribal Council agrees to... (c)* 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." When The former Chief executed the Mineral Lease with Juneau, with no notification to the Corporation, he breached and Juneau this contract.



GOOGLE Screenshot: "How much land

TNCorp's profession that the KINROSS partners have wrongfully taken claim to Corporation land is validated by CONTANGO **SEC filings where they say.**..

## "We have no assurance of title to our Properties."

With respect to our Tetlin Lease, we retained title lawyers to conduct a general examination of title to the mineral interest prior to executing the lease. Prior to conducting any mining activity, however, we will obtain a full title review of the applicable lease to identify more fully any deficiencies in title to the lease and, if there are deficiencies, to identify measures necessary to cure those defects to the extent reasonably possible. However, such deficiencies may not be cured by us. It does happen, from time to time, that the examination made by title lawyers reveals that the title to properties is defective, having been obtained in error from a person who is not the rightful owner of the mineral interest desired. In these circumstances, we may not be able to proceed with our exploration and development of the lease site or may incur costs to remedy a defect. It may also happen, from time to time, that we may elect to proceed with mining work despite defects to the title identified in a title opinion. https://www.sec.gov/Archives/edgar/data/1502377/000119312511251425/d233360d10k.htm

TNCorp has compiled FACTS proving the Manh Choh mining project infringes on ANCSA village corporation land and that since 2008, the Tetlin tribe has been misled about the Manh Choh mining project. A fair share of shareholders and Tetlin tribal members have shown unwavering support for the Corporation's efforts. We are aware there are some who have received benefit from the KINROSS partner's operation and do not hold favor. TNCorp will, however, continue in its efforts to recover what belongs to its ANCSA shareholders and to help tribal members who want to know the truth.