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## Recorder's Office - Document Display

**Selected Document:**

2015-005707-0

**In District:**

401 - FAIRBANKS

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**District:**

401 - FAIRBANKS

**Document Year:**

2015

**Number:**

005707

**Suffix:**

0

**Date and Time Recorded:**

04/17/2015 02:29 PM

**Pages:**

5

**Index:**

MS - MISCELLANEOUS

**Description:**

FINDERS FEE AGREEMENT

## PARTIES

TYPE	NAME
Grantor	TETLIN NATIVE VILLAGE OF
Grantor	HENDRY RICKEY WILLIAM
Grantee	TETLIN NATIVE VILLAGE OF
Grantee	HENDRY RICKEY WILLIAM

## COMMENTS

SEE DOCUMENT FOR PROPERTY DESCRIPTION

All information has been displayed

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UCC documents are shown as "active", "inactive" or "lapsed". UCC-1 filings will show "active" for five years along with any subsequent amendments. If it is not continued in the designated time within that five year period, the status changes from "active" to "lapsed" for one year. After that one year period as "lapsed", the status changes to "inactive".

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Recording District 401 Fairbanks

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Document Title: ... .. Finder's Fee Agreement

Party: ... .. Native Village of Tetlin

Party ... .. Rickey William Hendry

Recording District ... .. Fairbanks

Property Description ... Map attached

After Recording Return to: ... Rickey William Hendry  
 PO Box 63  
 1424 New Church Loop Road  
 Apple Springs, TX 75926

**THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.**

**DO NOT DETACH**

Finder's Agreement Between  
Native Village of Tetlin and Rickey William Hendry

WHEREAS, the Constitution and By-laws of the Native Village of Tetlin (Tribe or Tetlin) were submitted for ratification to the group of Indians having a common bond of residence on the Tetlin Reserve, Territory of Alaska, and was on March 20, 1940, duly ratified in accordance with the Indian Reorganization Act.

WHEREAS, members of the Tribe continue to pursue a traditional Athabascan culture and lifestyle.

WHEREAS, to provide for the well being of its tribal members and to provide for its future generations, Tetlin desires to identify potential economic development opportunities.

WHEREAS, Mr. Rickey William Hendry (Mr. Hendry), whose principal place of business is located in Apple Springs, Texas, has long been known to the members and leaders of the Tribe and for many years has visited Tetlin.

WHEREAS, in many ways Mr. Hendry has shown his interest in the people of Tetlin including charitable acts to benefit the members of the Tribe.

WHEREAS, Mr. Hendry has offered to assist the Tribe in its desire to identify potential economic development opportunities.

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.

NOW, THEREFORE, pursuant to the Tribe's June 6, 2008 agreement to provide a benefit to Mr. Hendry, the Tribe and Mr. Hendry enter into the following agreement with Mr. Hendry (Finder's Agreement).

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

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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.

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.

4. The Tribe shall continue to pay the Finder's Amount as specified in paragraph 3 even if, pursuant to its terms, the Agreement with the Investors is assigned or transferred to new investors following its execution.

5. Mr. Hendry is an independent party, and, although a friend of the Tribe, is not an agent of the Tribe for any purpose whatsoever. Mr. Hendry has no authority to, and agrees not to, assume or create any obligation or liability, express or implied, on the Tribe's behalf, or to bind the Tribe in any manner or to anything whatsoever. Nothing herein obligates the Tribe to enter into an Agreement with the Investors, and the terms and conditions of any such agreement must be satisfactory to the Tribe, approved by it, and executed on its behalf.

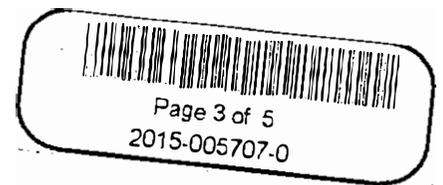
6. The undersigned warrant that they are authorized to sign this Finder's Agreement.

7. The Tribe and Mr. Hendry agree this Finder's Agreement cannot be revoked or revised without the written consent of both parties. In the event of Mr. Hendry's death, the ability to consent to the revocation or any revision of the Finder's Agreement shall be assignable by his estate to his heirs.

8. This Finder's Agreement constitutes the entire agreement of the parties with respect to the subject matter presented herein and supercedes all previous agreements and understandings, written or oral, between the parties or their affiliates or agents.

9. This Finder's Agreement shall be governed by the laws of the United States of America, or where such laws are nonexistent or inapplicable, by the laws of the State of Alaska. The parties agree that any adoption or utilization of Alaska law is for purposes of contract construction only and is not intended to authorize, sanction, or endorse the application of the laws of the State of Alaska for any other purposes, including consent by the Tribe to regulatory or adjudicative authority of the State or any

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political subdivision of the State

10. Any dispute arising out of, relating to, or in connection with this Finder's Agreement, including any question regarding its existence, validity, or termination, shall be settled before any court of competent jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect. Each party shall bear the costs and expenses for the presentation of its case, including the fees of its attorneys.

11. The Tribe hereby expressly waives its sovereign immunity to the limited extent necessary to permit judicial review by a court of competent jurisdiction, and shall not raise sovereign immunity as a defense to such proceedings, with respect to the following relief only:

- a. declarations of the parties' rights, duties, adequacy of performance or breach of or under the Finder's Agreement;
- b. interlocutory or final orders directing either party to specifically perform its obligations under the Finder's Agreement;
- c. orders enforcing a decision or judgment of any court of competent jurisdiction.
- d. The Tribe shall not be liable for money damages, attorney's fees of the other party, or any costs.



Native Village of Tetlin  
By Donald Adams, Chief  
Tetlin Village Council  
P.O. Box 797  
Tok, Alaska 99780



Rickey William Hendry  
P.O. Box 63  
1424 New Church Loop Road  
Apple Springs, Texas 75926

Dated this 7 day of ~~June~~ <sup>July</sup> 2008  
Witnesses:



Linda J. Hendry  
June 21, 2008



