

## TETLIN LAWS VIOLATED BY CHIEF ADAMS, JUNEAU and the 2008 MINERAL LEASE

**Title 1 Chapter 2 Section 1. Waivers of Sovereign Immunity.** The 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,...

- **Mineral Lease: ARTICLE 9.4(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,...”

**Title 1 Chapter 4 D. ECONOMIC BENEFIT.** Tribal officials shall not accept bribes for official action.

- **SEC Form 10-K June 30, 2011**

“On October 15, 2010, the Company [CONTANGO, Juneau CEO] entered into a consulting agreement (the “Consulting Agreement”) with the **Chief of the Tetlin Indian Tribe [Donald Adams]** (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.”

**Title 1 Chapter 5.C.1: CHIEF.** 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.

- The 2008 Mineral Lease was signed solely by Chief Adams with no approval of the Council.

**Title 5 Chapter 1 Section 2. Tribal Council Powers in Land Management and Tribal Rights.** The Tetlin Tribe has the rights and powers in the acquisition, ownership, sale, or any disposition of interest of real property in any manner not prohibited by applicable law and found to be in the best interest of the Tetlin Tribe. The Tetlin Tribal Council has the authority to act on behalf of the Tribe in land management except that **no lands or interests in lands owned by the Tribe may be sold, or leased for more than a 10 year period, or otherwise disposed of without an affirmative vote of at least 60% of the qualified tribal voters.** However, this restriction shall not prohibit the Tribal Council from establishing and administering a tribal land assignment program.

- At no time in the creation or execution of the Mineral Lease and/or the operation of the Manh Choh project has 60% of Tetlin’s qualified tribal voters ever authorized the tribal Council to lease any Tetlin land to John Juneau, Contango, Royal Gold, KINROSS or any associated mining companies.

**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.
- Unknown to the Council, Chief Adams received a Personal Service Contract, being paid more than \$250,000 from 2010 to 2015 for his collusion with Juneau and Contango. No other TVC member received anything of value in the Lease transaction.