



February 25, 2026

SENT VIA ELECTRONIC MAIL/HARD COPY

TO: Jimmy Albert George, Jr.

CC: Gabriel George
c/o Shgendootan George
Bernice Hansen
Lucinda June George
Dean Curtis George
Garfield Paul George
Lori Dee Dugdale
Lisa Marie (Dugdale) Cook
Saanee Savannah Cook
Aurora Yeil Cook
Joseph Bergman Jim, Jr.
Ralph Dean Jim
Lagemas "Vanessa" George
Kystal Angel Gonzalez

Dear Mr. George:

Let me begin with a personal note to convey how painful this is for me to have to write you this letter, Jimmy. I have had the privilege and honor to be trusted to lead our Tribe and care for its wellbeing and interests, and that of its citizens, including you, Jimmy. We have all endured many setbacks at the hands of others who do not have our interests at heart, but we have persevered together as a Tribe against extreme odds and are now very close to realizing the fruits of our efforts. But for the sake of our Tribe as a whole, and for the interests of all the members of the George Family, I must write this letter to you to set the record straight with an open and forthright spirit.

As you know, the Central Council of the Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida or Tribe) leases (Lease) a parcel of land (Property) within the Jimmie George Allotment from fourteen individual heirs of Jimmie George, Sr. (collectively, George Family), copied herewith, upon which the Tribe is constructing a recreational, public gaming facility. On February 24, 2026, Tlingit & Haida employees entered the Property and found that the construction site had been padlocked, and that "No Trespassing" signs had been placed at

the Property entryway. The signs were dated February 23, 2026, directed any inquiries to “Federal Marshals,” and were signed by yourself, Jimmy George, purportedly on behalf of the “George Family Landowners.”

It appears that your actions at the Property followed a letter you wrote to Tlingit & Haida dated February 23, 2026 (Demand Letter). In the Demand Letter, you: (1) stated that on February 2, 2026, the George Family requested that the Bureau of Indian Affairs (BIA) terminate the Lease in response to the Tribe’s alleged violations of its terms; (2) listed alleged violations by the Tribe of the Lease terms; (3) told the Tribe to immediately cease and desist any further construction or development at the Property; and (4) told the Tribe to direct any further communications concerning the Property or the Lease to you personally, rather than to other members of the George Family or to legal counsel. The Demand Letter was signed by you, purportedly “[f]or the George Family.”

Your actions padlocking the Property and posting No Trespassing signs violate the Lease and federal law. The Lease requires written notice of and an opportunity to cure any alleged violation, which the fourteen George Family representatives have not provided. The Lease further requires that the fourteen George Family representatives provide notice prior to entering the Property, which was not given for your entry on February 23, 2025. The Lease also requires that all fourteen individual George Family Lease signatories sign any official documents on behalf of the collective Lessors, which was not done with the Demand Letter. And even in the event of an uncured breach, the Lease does not authorize anyone from the George Family to bar Tribal access to the property.

First, in the event of an alleged breach, Article 18 of the Lease requires that the allegedly breaching Party be given forty-five (45) days to cure after receiving notice of the breach in writing. Because the George Family did not provide the Tribe with a copy of the purported February 2, 2026, letter to the BIA, that letter cannot constitute written notice of violation to the Tribe. Even if the fourteen members of the George Family were to sign and provide us with that letter and it were to otherwise be a valid notice of violation under Article 18 (discussed further below), the Tribe would have until at least April 11, 2026, to cure any alleged breach.

Second, even if the Tribe had failed to cure a material breach after forty-five days’ written notice, Article 18 does not authorize any member of the George Family to attempt to bar Tribal access to the Property. Rather, if a breaching party does not cure, Article 18 of the Lease states that the non-breaching party “may exercise any of the remedies for violation of this Lease as set forth in 25 C.F.R. Part 162.” Those regulations do not authorize self-help or unilateral action. Rather, they defer to the remedy terms in the Lease. Neither the Lease nor Part 162 allow any member of the

George Family to take interim and unilateral action against the Tribe, as you did by placing locks and posting No Trespassing signs on February 23, 2026.

Third, because your placement of locks and signs at the Property was in violation of the Lease terms, it constitutes trespass under the Lease. Article 30(H) of the Lease grants the Tribe the exclusive rights to use and occupy the Property for the duration of the Lease. While that Article does give the George Family the right to inspect the Property to ensure Lease compliance upon giving reasonable notice to the Tribe, you did not provide any notice to the Tribe approved by all fourteen members of the George Family before entering the Property on February 23. And in any event, Article 30's right of notice for inspection does not allow any member of the George Family to bar Tribal access or otherwise damage the Property.

Finally, you claimed to sign the Demand Letter and post the No Trespassing signs on behalf of the George Family and similarly stated in the Demand Letter that all future correspondence to the George Family should be sent to you individually. But Article 27 of the Lease and 25 C.F.R. 162.012(a)(2) both require that each individual George Family Lease signatory sign any document taking formal action or otherwise exercising the Lessors' authority under the Lease. There are fourteen heirs now comprising the George Family under the Lease. As a matter of law, your Letter is therefore invalid to the extent it purports to be a formal notice of violation under Article 18 because it was not signed by each of the individual Lessors. For the same reasons, both the Lease and Part 162 prohibit the Tribe from engaging with you personally on behalf of the George Family as a whole.

To summarize: (1) the Demand Letter is invalid because it was not signed by all fourteen of the George Family under the Lease; (2) even if the Demand Letter was valid, the Tribe is entitled to an opportunity to cure any alleged violation; (3) the placement of locks and signs on the Property violates the exclusive use, notice, and cure provisions of the Lease under federal law; and (4) you were therefore trespassing in violation of the Lease when you placed the locks and No Trespassing signs on the Property on February 23, 2026. Because your actions on February 23, 2026 were neither authorized by the Lease nor properly taken on behalf of the George Family, you are not entitled to a notice of default or opportunity to cure pursuant to Article 18, and the Tribe will be removing the locks and signs that you improperly placed on the Property. As the Property is an active construction site, for your own safety, please refrain from entering the Property in the future except in the manner and for the purposes set out in Article 30 of the Lease.

Please contact me at rpeterson@tingitandhaida.gov if you have any questions or would like to further discuss this matter. I can also be reached by contacting the Manager of the Office of the President, Connor Ulmer, at culmer@tingitandhaida.gov or at 907-463-7105.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Peterson". The signature is fluid and cursive, with the first name being the most prominent.

Richard J. Peterson

President

Enclosed:
February 23, 2026 (Demand Letter)