CULTURAL RESOURCES MONITORING AND TREATMENT AGREEMENT

This Cultural Resources Treatment and Monitoring Agreement ("Agreement") is made and entered into by and between the Middletown Rancheria of Pomo Indians of California, a sovereign government and federally recognized Indian tribe ("Tribe"), and Kyle Williams/Auto Canna, LLC ("Developer"). (each a "Party" and collectively the "Parties").

I. POINT OF CONTACT

All notices to the Parties shall be given at the addresses below:

Tribe	Copy to:
Sally Peterson, Tribal Council Vice-Chairwoman, and Tribal Historic Preservation Officer Middletown Rancheria P.O. Box 1035 Middletown, CA 95461 Phone: (707) 987-3670, Ext. 1307 Facsimile: (707) 987-9091 Email: speterson@middletownrancheria.com Email: THPO@middletownrancheria.com	Ryan Peterson, Admin & Project Coordinator Tribal Historic Preservation Office Middletown Rancheria P.O. Box 1035 Middletown, CA 95461 Phone: (707) 987-3670, Ext. 1315 Facsimile: (707) 987-9091 Email: rpeterson@middletownrancheria.com
Developer	**Copy to:**
Name: Kyle Williams Address: P.O. Box 272746 Houston, TX, 77277 Phone: 916-738-4071 Facsimile: Email: kwilliams@caliautocanna.com	Name: Roy Sherrell Address: 2136 Washington Avenue Redding, CA 96001 Phone: 530-410-2868 Facsimile: Email:CalCannabisConsultants@gmail.com

II. SUBJECT MATTER

This Agreement concerns the proposed cannabis cultivation operation, owned by Auto Canna, LLC, and located at 21258 Morgan Valley Road, near Lower Lake, Lake County, California ("Project"). The Developer is lead agency for the Project, and responsible for compliance and implementation of the California Environmental Quality Act ("CEQA") and/or Section 106 of the National Historic Preservation Act ("NHPA") applicable to this Project ("Lead Agency").

III. PURPOSE

The purpose of this Agreement is to formalize procedures for the protection and treatment of Native American human remains, funerary objects, ceremonial items or artifacts, sites, features, places, cultural landscapes, sacred features and places, and objects with cultural values to the Tribe (hereinafter "cultural resources"), potentially impacted or found in conjunction with the Project, including archaeological studies, excavation, geotechnical investigations, grading, or any ground disturbing activity including but not limited to the moving of dirt or rocks with heavy equipment or hand tools. Cultural resources that are potentially impacted or found in conjunction with the Project shall be treated in accordance with the provisions of this Agreement. This Agreement also formalizes procedures for tribal monitoring during archaeological studies, grading, and ground-disturbing activities for the Project.

IV. CULTURAL AFFILIATION

The Parties acknowledge that the Project lies within the ancestral lands of the Tribe and has the potential to effect cultural resources of significance to the Tribe. The cultural resources on or near the Project area are related to the history and tradition of the Tribe and the Lake Miwok peoples from which the Tribe and its people descends. The Project site and surrounding landscape have long been considered as having cultural, historical, and religious significance for the Tribe.

V. MOST LIKELY DESCENDANT

The Parties acknowledge that the Tribe is the Most Likely Descendant ("MLD") of Native American human remains and associated cultural resources found within the exterior boundaries of the aboriginal territories of the Tribe as set forth in the map of ancestral geographic areas of interest of the Tribe, attached and incorporated hereto as **Exhibit A** of this Agreement. Cultural resources have been discovered within the aboriginal territories of the Tribe on occasion and in those cases, the Tribe was designated the MLD by the Native American Heritage Commission ("NAHC") pursuant to the California Public Resources Code section 5097.98. In the event that Native American human remains and associated funerary objects are found during development of this Project, the Parties understand that the determination of the MLD, as described in California Public Resources Code section 5097.98, will be made by the NAHC upon notification to the NAHC of discovery of any such cultural resources at the Project site. The geographic area of interest identified in Exhibit A shall not be interpreted as a representation of the entirety of the ancestral territory of the Tribe as defined by the Tribe.

VI. AVOIDANCE AND MITIGATION OF IMPACTS TO CULTURAL RESOURCES

In order to successfully avoid, minimize or mitigate against impacts to cultural resources, the Parties agree as follow:

a. The Developer shall promote avoidance and non-disturbance measures as the preferred treatment of cultural resources where feasible. If avoidance is not feasible, the Developer shall consult with the Tribe in good faith to minimize and mitigate the potential impact of the Project to cultural resources.

b. The Developer agrees to allow the Tribe to designate tribal monitor(s) to monitor archaeological studies, excavations, and ground disturbing activities on or near the Project site pursuant to this Agreement.

c. Where cultural resources may be reasonably expected to be located within or adjacent to the Project site and the Developer is required to commission an archaeological assessment, such assessment shall be performed in coordination and consultation with the Tribe, in order to determine the presence and extent of any such resources on or near the Project site and evaluate the eligibility of such resources. The Parties will jointly select the qualified archaeologist if required for such assessment.

    i. The assessment shall include a NAHC, California Historical Resources Information System (CHRIS) and local historical records search, a Phase I walkover survey with the Tribe, and preparation of a written report containing the results of the assessment. Phase II archeological evaluations may be completed by the Developer, if recommended in the Phase I assessment and agreed upon by the Parties.

ii. A copy of all reports shall be mailed or personally delivered to the Tribe with an electronic copy provided. The Tribe shall be provided at least thirty (30) days to comment on all reports before finalization of any such report.

iii. The Parties agree that cultural resources shall not to be excavated or collected during Phase I archaeological assessments.

iv. If a Phase II or further archaeological evaluation is undertaken, the Developer shall work with the Tribe on the development of the additional work plan necessary for evaluations to create a field strategy, guidelines, and a detailed treatment/disposition plan prior to the commencement of any fieldwork that may result in the impact or discovery of cultural resources. Any such evaluation shall be subject to this Agreement unless otherwise agreed upon in writing between the Parties.

d. Any archaeologists hired to conduct any phase of archaeological investigation must meet the Secretary of the Interior's Professional Qualifications Standards.

e. The Developer shall make available all pertinent data and records for review by the Tribe.

f. All environmental documents shall be transmitted directly to the Tribe in person or by U.S. mail with an electronic copy provided. The Developer shall not rely upon the CA State Clearinghouse to provide distribution, but shall provide the information directly to the Tribe in compliance with the statutory review period.

g. Project activities that may have potential impact to archaeological sites or cultural resources related to the Tribe include but not limited to the following:

i. Archaeological studies, excavation, geotechnical investigations, grading, or any ground disturbing activity in areas where ground disturbance has the potential to affect cultural resources with cultural values to the Tribe and included or determined to be eligible or potentially eligible for listing in the National Register of Historic Places ("NRHP"), the California Register of Historical Resources ("CRHR"), or a local register of historical resources as defined in subdivision (k) of section 5020.1 of the California Public Resources Code.

ii. Archaeological studies, excavation, geotechnical investigations, grading, or any ground disturbing activities determined by a qualified professional archaeologist and/or the Tribe to potentially disturb cultural resources with cultural values to the Tribe.

iii. Archaeological studies, excavation, geotechnical investigations, grading, or any ground disturbing activities in areas where tribal villages, gravesites or cultural sites are documented and known to have existed or occurred, or where the Tribe can reasonably demonstrate that villages, gravesites or activity sites are likely to have existed or occurred.

iv. Archaeological studies, excavation, geotechnical investigations, grading, or any ground disturbing activities in areas that have not been surveyed for cultural resources and where the Tribe has not been consulted.

VII. COORDINATION WITH COUNTY CORONER'S OFFICE

The Developer shall immediately contact the County Coroner and the Tribe in the event that any human remains are discovered during the Project.

VIII. TREATMENT OF HUMAN REMAINS AND CULTURAL RESOURCES

The Developer agrees that no human remains and/or cultural resources will be disturbed or removed from their original resting place unless removal is unavoidable and necessary. In the event that human remains and/or cultural resources are potentially discovered or disturbed during development of the Project, the following provisions shall be implemented. Developer shall ensure that its contracts with contractors, subcontractors or affiliates on the Project will include notification of these procedures and shall be required for all persons and work on the Project.

a. Ground disturbing activities in the discovery location with a minimum distance of 100 meters radius from the center of the discovery or potential discovery ("protective buffer") shall cease immediately and the human remains and/or associated funerary objects shall be secured. A qualified archaeologist, the Tribe, or construction crew member (if a qualified archaeologist or the Tribe's representative is not present) shall be empowered to halt all ground disturbing activities in the immediate area of discovery and inform the field superintendent that a stop work order has been requested due to the potential discovery of human remains and/or associated funerary objects. No construction activities will take place within the protective buffer until an archaeological investigation in consultation with the Tribe has been completed. Developer and/or Lead Agency shall immediately contact the Tribe and provide notice of the discovery or potential discovery of human remains and/or associated funerary objects if the Tribe was not present at the time of the discovery or potential discovery.

b. Out of respect for human remains and/or associated funerary objects, all work related to human remains and/or associated funerary objects shall be conducted out of the public eye, unless otherwise required by law.

c. Methods to protect the discovery or potential discovery shall include fencing around the protective buffer, covering the human remains and/or associated funerary objects with a protective material and culturally sterile soil or plywood, and if vandalism should be considered a threat, establish a 24-hour site security monitor. The area shall not be identified, marked, or otherwise described as containing cultural resources, but may be referred to as an "Environmentally Sensitive Area." The size of the protective buffer may be adjusted as mutually agreed upon between the Parties.

d. All human remains and/or associated funerary objects shall be left in situ, that is, in place, in the same position in which they were discovered and shall not be removed from the site without the prior written consent of the Tribe unless the Coroner has made a determination that the human remains are not of a deceased Native American or otherwise required by law. The Tribe shall have an opportunity to inspect and determine the nature of the find and the best course of action for avoidance, protection and/or treatment of Native American human remains and/or cultural resources to the fullest extent permitted by law.

e. The Tribe shall be allowed to: (1) inspect the site of the discovery; and (2) make determinations as to how the human remains and/or cultural resources shall be treated and disposed of with appropriate dignity. Developer shall facilitate and ensure that the determination of treatments by the Tribe is followed, unless otherwise required by law. The Tribe shall complete its inspection within forty-eight (48) hours of receiving notification.

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f. No laboratory studies, scientific analysis, curation, video recording, or photographs shall be permitted for any human remains and/or cultural resources without the prior written consent of the Tribe unless the Coroner has made a determination that the human remains are not of a deceased Native American. A qualified archaeologist may draw the human remains and/or cultural resources for mapping purposes; however, no electronic means of recording the human remains or cultural resources shall be permitted without the prior written consent of the Tribe.

g. The term "human remains" encompasses more than human bones as the Tribe's tradition periodically necessitated the ceremonial burning of human remains. Associated funerary objects include but is not limited to those objects, materials or artifacts associated and/or found with or near human remains either at the time of death or later as part of the death rite or ceremony of the Tribe. Any associated funerary objects found with or near human remains shall accompany such human remains at all times. Associated funerary objects and the soil, in an area encompassing up to two (2) feet in diameter around the burial, and other funerary remnants and their ashes, are to be treated in the same manner as human bone fragments or bones that remain intact. The Tribe shall have access and discretion to determine whether a cultural resource is an associated funerary object as defined herein. All Native American human remains and/or associated funerary objects shall be treated in accordance with the following.

i. Avoidance. In every instance of the discovery of Native American human remains or associated funerary objects, priority shall first be given to leaving such cultural resources in place and avoidance of any further unnecessary disturbance. The Parties acknowledge that the highest priority is to avoid disturbance to cultural resources through consultation and appropriate avoidance and mitigation measures. It is understood by the Parties that the avoidance of human remains and/or and associated funerary objects may require changes to the Project plans and activities where feasible.

ii. Reburial. In situations where avoidance is not feasible, priority shall next be given to immediately reburying the human remains and/or associated funerary objects in the same location as found, only deeper. In the event that the human remains or associated funerary objects cannot be re-buried in the same location, only deeper, then priority shall next be given to immediately re-burying the human remains and/or associated funerary objects in an appropriate location within 100 feet of their original discovery in an area that shall not be subject to future subsurface disturbances. If for any reason immediate reburial in place, only deeper, or in an appropriate location within 100 feet of the original discovery is not feasible, then human remains and/or associated funerary objects may be re-buried in an appropriate location as determined by the Tribe in an area that shall not be subject to future subsurface disturbances. Reburial site shall include the planting of certain plants such as poison oak or black berry, as directed by the Tribe, over the reburial site unless otherwise agreed upon by the Parties. Developer shall be responsible for reburial costs for each discovery.

iii. Transfer. In the event that avoidance and reburial above described is not feasible, human remains and/or cultural resources shall be removed and transferred to the physical custody of the Tribe at a location designated by the Tribe.

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iv. Excavation Methods. If the Parties determine that avoidance is not feasible, excavation shall proceed following these procedures. Unless provided otherwise, the following procedures may be adjusted upon written agreement between the Parties.

(1) Tools. All excavation in the vicinity of the human remains and/or associated funerary objects will be conducted using fine hand tools and fine brushes to sweep loose dirt free from the exposure. Human remains and/or associated funerary objects are not to be cleaned using water or any solvent unless agreed upon by the Tribe in writing.

(2) Extent of Exposure. In order to determine the nature and extent of the discovery and its contents, controlled excavation may extend to a full buffer zone around the perimeter of the discovery as appropriate.

(3) Perimeter Balk. To initiate the exposure, a perimeter balk (preferably, a shallow trench) should be excavated, representing a reasonable buffer of at least a minimum of two (2) feet around the maximum extent of the known skeletal remains, with attention to counter-intuitive discoveries or unanticipated finds relating to this or other remains or associated resources. The soil from the perimeter balk should be bucketed, distinctly labeled, and screened for remains and/or associated resources in accordance with the Agreement.

(4) Exposure Methods. Excavation should then proceed inward from the walls of the balk as well as downward from the surface of the exposure. Loose dirt should be scooped out and brushed off into a dustpan or other collective device. Considerable care should be given to ensure that human remains and/or associated funerary objects are not further impacted by the process of excavation.

(5) Provenience. Buckets, collection bags, notes, and tags should be fully labeled per provenience, and a distinction should be made between samples collected from: (1) Perimeter Balk (described above), (2) Exposure (dirt removed in exposing the exterior/burial plan and associations, and (3) Matrix (dirt from the interstices between bones or associations). Thus, each burial may have three (3) bags, "Burial 1 Perimeter Balk," "Burial 1 Exposure Balk," "Burial 1 Matrix."

(6) Records. The following records should be compiled in the field: (1) a detailed scale drawing of the discovery, including the provenience of and full mapping/drawing for all human remains, associated funerary objects, and the configuration of all associated phenomena such as burial pits, evidence for preinterment burial pit burning, soil variability, and intrusive disturbance, (2) a record of the interment providing information on site number, unit or other proveniences, level depth, depth and location of the burial from a fixed datum, workers, date(s), and other pertinent observations, and (3) other field notes that may supplement information contained in the burial records. Nothing in the foregoing shall be construed to require the Tribe to disclose any proprietary, confidential or sensitive information unless otherwise required by law.

(7) Association. Association between the human remains and associated funerary objects should be determined in the field by and in consultation with the Tribe. Records of provenience and sample labels should be adequate to determine

association or degree of likelihood of association of human remains and associated funerary objects.

(8) Samples. For each burial, all Perimeter Balk soil is to be 1/8"-screened. All Exposure soil is to be 1/8"-screened, and a minimum of one 5-gallon bucket of excavated but unscreened Exposure soil is to be collected, placed in a bag in the bucket. All Matrix soil is to be carefully excavated, screened as appropriate, and then collected in bags placed in 5-gallon buckets. All perimeter Balk soil, Exposure soil and Matrix soil are to be reburied in the same manner as human remains and/or associated funerary objects.

v. Temporary Housing. All human remains and/or associated funerary objects shall be left in situ, that is, in place, in the same position in which they were discovered and shall not be removed from the discovery site until arrangements are made for reburial or transfer to the physical custody of the Tribe in accordance with this Agreement. If leaving the human remains and/or associated funerary objects in situ is not possible, temporary housing at a secured storage location at the discovery site mutually agreed upon by the Parties may be considered. If temporary housing at the discovery site is not feasible, temporary housing at a secured storage location off the discovery site mutually agreed upon by the Parties may be considered. The following primary concerns shall govern the selection of proper padding and housing materials for the human remains and/or associated funerary objects.

(1) The padding materials must provide support and protection for the specimens without introducing contaminants or exposing the human remains and/or associated funerary objects to contact with plastic, metal, or other non-natural materials. Appropriate containers shall be selected for human remains and/or associated cultural resources. Only archival packing materials will be used for both the human remains and/or associated cultural resources, because there is no assurance as to how long a collection will be stored prior to final disposition. Non-archival materials, such as paper bags, may be used temporarily if specialized archival-quality materials are not immediately available upon prior written consent of the Tribe. The packaging of human remains and/or associated funerary objects shall proceed as follows.

A. Each element will be placed in a separate container and/or bag (as determined by the Tribe). If fragments of an element are fragile, then each fragment will be placed inside an appropriate-sized, container, partition, or bag before placing all the fragments into a single element bag or box. All element bags/boxes would be labeled with the site number, catalog number, provenience data, and the date and initials of the person packing the remains.

B. Each element bag will be surrounded with padding, and placed securely in a container properly labeled on the exterior.

C. Element bags will be placed inside an appropriate archival container. The bottom and top of the container will be padded, as needed, and the exterior lid of the container would be labeled using a permanent black maker or similar.

D. All storage containers will be placed into a secured, locked area. The repository shall not permit any access to these materials without prior written consent of the Tribe.

E. Portions of the same object will be stored together, if possible, padding each as necessary. Associated funerary objects shall be housed with the associated human remains unless otherwise agree to in writing by the Tribe.

F. It may be necessary to construct special supports or custom-sized storage containers using archival materials (e.g., acid-free board or cotton muslin). The object forms for these materials will be appended with documentation describing the objectives, techniques and materials used to construct the special supports or storage containers. This will also become part of the record of the discovery.

(2) The tracking information (catalog number and associated provenience data) must remain with the human remains and/or associated funerary objects at all times.

(3) The human remains and/or cultural resources must be treated respectfully.

vi. All reburial, transfer, excavation and temporary housing costs shall be the responsibility of the Developer.

vii. The Developer shall provide the Tribe with an opportunity for religious ceremonies pursuant to the American Indian Religious Freedom Act (42 U.S.C. §1996-1996a) and Executive Order 13007 prior to the disturbance, removal and reburial of human remains and/or associated funerary objects.

h. The Parties are aware that the Tribe may wish to treat certain cultural resources identified by the Tribe as sacred objects, cultural items, and objects of cultural patrimony in the same manner as human remains and/or associated funerary objects including, but not limited to, reburial or return to the Tribe for appropriate treatment pursuant to Section VIII(g) of this Agreement. The Developer shall accommodate the Tribe's request to the fullest extent permitted by law. Cultural resources shall not be curated, analyzed or handled, except where appropriate (from the perspective of the Tribe) and agreed upon in advance in writing by the Tribe.

i. No reports related to any cultural resources shall be published unless agreed upon by the Parties in writing to such publication, or otherwise required by law.

IX. WORK STATEMENT FOR TRIBAL MONITORS

The Tribe shall administer and coordinate tribal cultural resource monitoring for the Project in accordance with this Agreement. A description of work, specifications and compensation for tribal monitoring services at the Project site is attached hereto as **Exhibit B**, Monitoring Description of Work and Protocols and incorporated herein by reference.

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X. CONFIDENTIALITY

In connection with this Agreement, each Party recognizes that certain nonpublic, confidential, proprietary information relating to the other Party has been or may be furnished to such Party. It is also understood by the Parties that, unless otherwise required by law, the site of any location of or reburial of cultural resources and all other confidential and proprietary information shall remain confidential pursuant to the Non-Disclosure and Confidentiality Agreement attached hereto as **Exhibit C** and incorporated herein by reference.

XI. OWNERSHIP RELINQUISHMENT

Cultural resources reflect traditional religious and cultural values, beliefs, customs, and practices of the Tribe. The Developer agrees to waive any and all claims to ownership of Native American cultural resources that are found on the Project site to the Tribe for proper treatment and disposition requested by the Tribe, unless otherwise required by law.

XII. DISPUTE RESOLUTION

Except for actions for nonpayment or breach of confidentiality, all claims, disputes, and other matters in controversy between the Parties arising out of or in any way related to this Agreement shall be submitted as follows as a condition precedent to other remedies provided by law. Prior to commencing litigation, the Party seeking relief shall provide the other Party with a written statement setting forth the matters in dispute and request that the Parties meet and confer at a location where the Project is located, unless another location is mutually agreed upon, on a mutually agreeable date and time within three (3) calendar days after receipt of the request in order to make a good faith attempt to resolve the dispute between the Parties. The Parties may jointly decide to meet and confer at a later time or another place; provided, however, that any such meet and confer process must commence within seven (7) calendar days after the date the request to meet and confer was received unless the Parties agree in writing that there is good cause to extend this time limit. The representatives of the Parties who meet and confer shall have sufficient authority to resolve the matters at issue. Because the purpose of meeting and conferring is to try to arrive at a mutually agreeable resolution of the dispute which may include a compromise or settlement, the Parties agree that statements (including but not limited to any admissions) made during the meet and confer process are confidential and may not be relied upon or introduced as evidence for any purpose, including impeachment, in any legal, equitable or other proceeding, nor may either Party reveal outside the meet and confer process, except to that Party's counsel or representative, any proposed resolution of the dispute made by either Party or the fact that either Party did or did not indicate a willingness to accept any proposal to resolve the dispute. Any agreement that is reached during the meet and confer process, however, is not confidential and may be enforced as a modification of the Agreement without further obligation to meet and confer. Notwithstanding the foregoing, any evidence otherwise subject to discovery or otherwise admissible shall not be protected from discovery or from being admitted into evidence simply as a result of it having been used in connection with the meet and confer process. Any court with competent jurisdiction shall have the authority to enforce this provision and to determine if the meet and confer process has been satisfied. Unless otherwise mutually agreed upon between the Parties, all ground disturbing activity shall cease until the meet and confer process is completed.

XIII. INDEPENDENT CONTRACTOR STATUS

The Developer and Tribe shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. In the performance of the duties and obligations under this Agreement, it is mutually understood and agreed that each Party is at all times

acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture, trust, employment or any fiduciary relationship is created by this Agreement. No employee, agent or subcontractor of either Party shall have any claim under this Agreement or otherwise against the other, for wages, employment benefits, insurance (including Worker's Compensation coverage), disability or unemployment benefits, or any other benefit normally accruing from the relationship as employee, agent or subcontractor.

XIV. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity of the Tribe.

XV. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XVI. SIGNIFICANT SITES IMPACTED BY PROJECT

The Parties agree that if additional significant sites or discoveries not identified as significant in the Project environmental review process, but later determined to be significant, are located on or near the Project site, such sites may be subjected to further archeological and cultural significance evaluation by the Developer and the Tribe to determine if additional mitigation measures are necessary to protect and treat cultural resources in a culturally appropriate manner consistent with CEQA, NEPA, NHPA and/or other applicable law for mitigation of impacts to cultural resources and in accordance with this Agreement.

XVII. LIMITATION ON SCOPE

This Agreement is unique to this Project only and does not set a precedent for other projects or future agreements between the Parties.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assigns of the Parties, including subsequent land owners and developers of the Project and any person or entity obligated to comply with environmental and cultural/archaeological protection laws applicable to this Project.

XIX. LEGAL COMPLIANCE

Nothing in this Agreement shall excuse the Lead Agency on this Project or the Parties from their obligations under any applicable state or federal laws or regulations, including but not limited to the CEQA; California Public Resources Code § 21000 et seq., the California Civil Code § 815.3; the California Government Code §§ 65040.2, 65092, 65351, 65352, 65560, 65352.3, 65352.4, 65562.5, the NHPA 16 U.S.C. § 470 et seq.; California Public Resources Code Sections 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21082.3, 21083.09, 21084.2, 5097.94, 5097.98, 5097.98(c), and 5097.99; California Health and Safety Code Sections 7050.5(c); California Government Code Section 6254; the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 et seq.; the California Native American Graves Protection and Repatriation Act of 200 1, California Health and Safety Code §§ 8010 et seq.; the Native American Free Practice of Religion Act, 16 U.S.C. § 1996, et seq. Nothing in this

Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable. Further, nothing in this Agreement shall be a waiver of or limitation of any of the Tribe's rights in law, in equity, or otherwise under CEQA, Section 106 of the NHPA nor its sovereign rights as a federally recognized Indian Tribe participating in government-to-government consultation with the Lead Agency on the Project.

XX. AMENDMENTS

This Agreement may be amended or modified if both Parties agree to the amendment in writing.

XXI. SEVERABILITY

Should any part of this Agreement be found by any court or agency of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

XXII. ENTIRE AGREEMENT

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

XXIII. INTERPRETATION

The captions or headings contained in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

XXIV. AUTHORITY TO EXECUTE

Each of the persons executing this Agreement expressly warrants that he or she is authorized to do so on behalf of the Party or Parties for which he or she is executing this Agreement. Each Party to this Agreement represents and warrants that this Agreement is executed voluntarily, with full knowledge of its significance.

XXV. COUNTERPARTS

This Agreement may be signed in counterparts, including by means of facsimile or by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail, each of which shall be deemed as effective as an original signature, but all of which together shall constitute the same instrument.

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XXVI. EFFECTIVE DATE

The effective date of this Agreement shall be the date of the last signature below.

IN WITNESS WHEREOF, the respective Parties have caused this Agreement to be executed by their duly authorized representatives on the date written below.

Auto Canna, LLC

By: Kyle William, Developer — Date: 2-21-2020

MIDDLETOWN RANCHERIA

By: Sally Peterson, Vice-Chairwoman & THPO — Date: 2/24/2020

Exhibit A

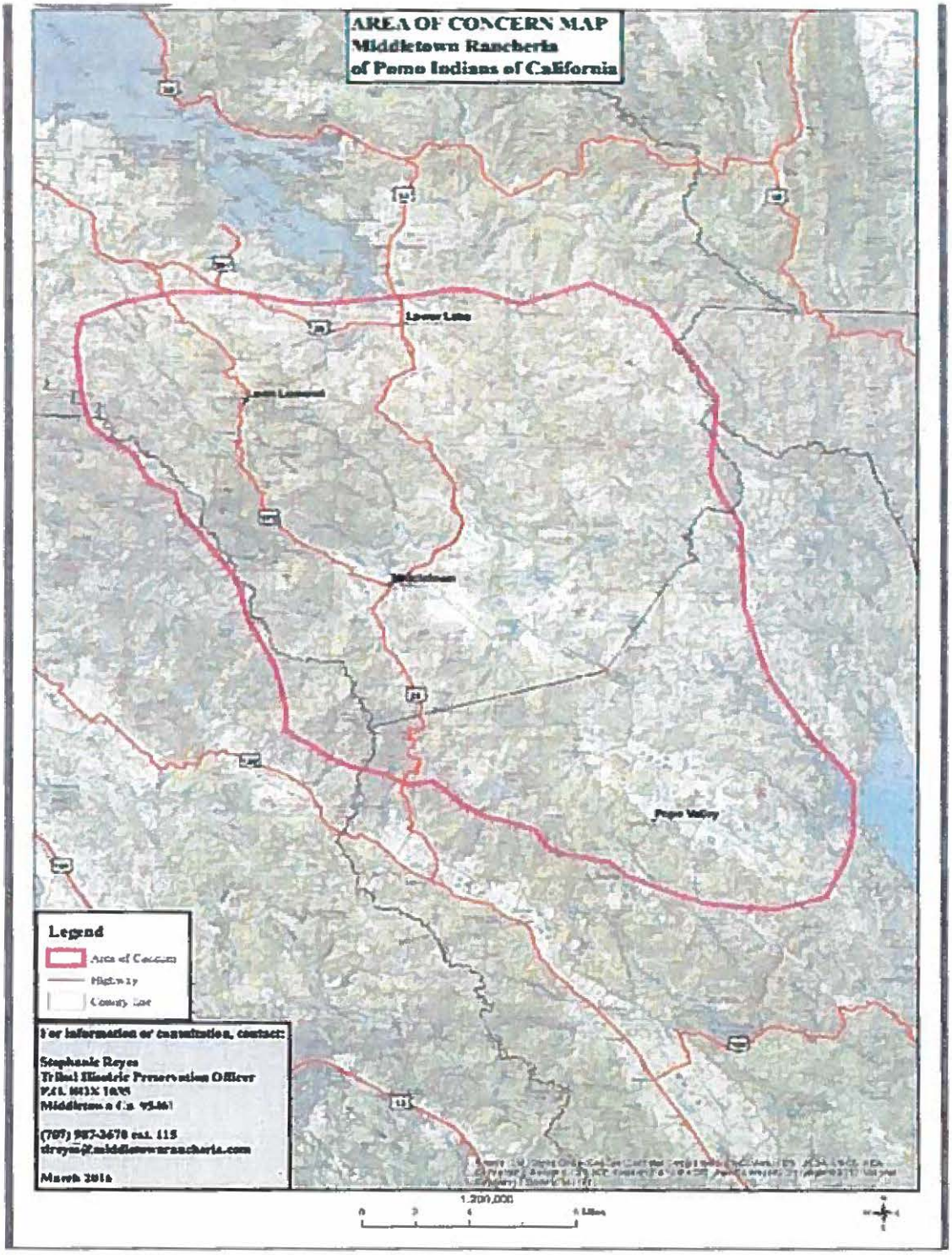

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Exhibit B

MONITORING DESCRIPTION OF WORK AND PROTOCOLS

1. Terms and Definition

Except as set forth in this Exhibit B, all other terms shall be defined as set forth in the Cultural Resources Treatment and Monitoring Agreement ("Agreement"), incorporated herein.

2. Specifications

a. Given the nature and sensitivity of the archaeological sites and cultural resources that are in or may be on or near the Project, the Tribe shall provide the tribal monitoring and facilitation for the Project during the archeological investigations, and all ground disturbance activities of the Project including but not limited to surveys, testing, concrete pilings, debris removal, rescrapes, punch lists, field grading, discing and erosion control (mulching, waddles, hydroseeding etc.).

b. A tribal monitor shall be present to monitor all archaeological studies, excavations, and ground disturbance activities occurring in conjunction with the Project.

c. The tribal monitors or archaeologists shall be empowered to halt all construction/ground disturbing activities in the immediate area of discovery when known or suspected cultural resources are identified until further evaluation can be made in determining their significance pursuant to the Agreement.

d. If cultural resources are encountered that could potentially be prehistoric or historic cultural resources it will be assumed to meet the NHPA and/or CEQA definition of "historic property: or "historical resource" eligible for inclusion in the NRHP and/or the CRHR until a formal identification and determination of the significance of the find can be made by a qualified archaeologist and tribal monitor in accordance with the Agreement.

e. Before any action is taken on cultural resources, the tribal monitor shall report to the Tribe on how best to proceed in a culturally appropriate manner.

3. Project Schedule and Crew Size

a. The Developer shall provide advance notice of the anticipated Project work schedule involving archaeological studies, excavations, and ground disturbance activities as early as possible or a minimum of ten (10) business days prior to the specified work commencing. If, after being given the required advance notice, tribal monitors are not available to monitor the work, the Developer may proceed work without a tribal monitor on site.

b. The Developer shall provide advance notice to the Tribe of all modifications to the Project's activities involving archaeological studies, excavations, and ground disturbance activities prior to the commencement of any modified work.

c. The tribal monitoring crew size shall be determined and agreed upon by the Parties in advanced based on the scope of the work/activities of the Project. Depending on the scope of work or activities of the Project (e.g., inadvertent discoveries of cultural resources or simultaneous activities in multiple locations that requires multiple tribal monitors, etc.), additional tribal monitors may be required.

d. There shall be at minimum one monitor for every separate area of ground disturbing activity, whether construction or archaeological excavation that is at least 30 meters apart. If additional tribal monitors are needed, the Developer shall provide the Tribe with a minimum of ten (10) business days advance notice unless otherwise agreed upon between the Parties. If the Developer fails to provide such notice, and a tribal monitor is not available, work shall be delayed until a tribal monitor can be made available. In no case, however, shall work be delayed for more than ten (10) business days.

4. Compensation

The Developer agrees to directly compensate the Tribe for all of the tribal monitoring services in accordance with the following compensation rates and procedures. The Tribe shall submit invoices to the Developer on at least a monthly basis. The Developer shall review invoices and submit payment within fifteen (15) days of receipt of invoice to assure timely tribal monitor compensation.

The fee schedule for the use of tribal monitors is as follows:

Staff Description	Rate
Project Manager	$200.00
Native American Ethnographer/Archaeologist, or Cultural Advisor	$150.00
Project Coordinator	$95.00
Field Operations Coordinator	$95.00
Lead Cultural Resources Monitor	$75.00
Native American Monitor	$75.00
GIS/Data Analyst	$100.00
Administration	$50.00
Accounting	$50.00

- Rates include direct labor, overhead, G&A, and fee.
- The above rates shall be effective until for the term of the Agreement.
- All Other Direct Costs, Travel and Subcontractors will be charged at cost plus 10%.
- Mileage will be charged pursuant to the federal GSA rates and will include daily commute. Vehicle rentals plus gas are reimbursable at cost.
- A day charge of four (4) hours ("show up" time) shall be charged to the Developer for unannounced work stoppages that are not due to actions of the Tribe.
- Additional reproduction costs may be incurred and reimbursable at cost.
- If Overtime (over 8 hours in a day) and Weekends are required, it will be invoiced at 150% of the hourly rate. Federal Holiday Hours will be invoiced at 200% of the hourly rate.
- Tribal Administrative and/or Indirect Costs Fee is 15% of each invoice.

If the Developer fails to submit payment within fifteen (15) days of receipt of invoice, then the Developer shall pay to the Tribe, in addition to the invoice amount, a late charge in the amount of five percent (5%) of the delinquent invoice amount. If the Developer fails to submit payment within forty-five (45) days of receipt of invoice, then the Developer shall pay to the Tribe, in addition to the invoice amount, a late charge in the amount of ten percent (10%) per annum of the delinquent invoice amount. Any late charge and collection thereof shall be in addition to all of the Tribe's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting the Tribe's remedies in any manner. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of one hundred dollars ($100.00). the Developer agrees to promptly pay the Tribe for any expenses reasonably incurred by it, including reasonable attorneys' fees, in seeking payments of all amounts owed under this Agreement.

5. Project Manager of the Tribe

The Tribe hereby designates Ryan Peterson as its Project Coordinator to serve as the Tribe's primary point of contact for this Agreement. If for any reason Mr. Peterson becomes unavailable, the Tribe will appoint a designee and promptly notify the Developer immediately.

Exhibit C

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into by and between the Middletown Rancheria of Pomo Indians of California, a sovereign government and federally recognized Indian tribe ("Tribe"), and Auto Canna, LLC. ("Recipient"), (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Recipient has received, may receive, and/or have access to, certain confidential and/or proprietary information of the Tribe and/or its officials, members and employees in connection with ongoing consultation with the Tribe related to the Project;

WHEREAS, such information is sensitive in nature to the Tribe;

WHEREAS, in order to establish protocols for the relationship between the Tribe and Recipient and formalize procedures for the protection and treatment of Native American human remains, funerary objects, ceremonial items or artifacts, sites, features, places, cultural landscapes, sacred features and places, and objects with cultural values to the Tribe ("cultural resources"), potentially impacted or found in conjunction with the Project, Recipient may need to, or have opportunity to, secure from the Tribe what would otherwise be strictly confidential and/or proprietary information of the Tribe;

WHEREAS, the Tribe requires that its officials, members and employees maintain the confidentiality of such information, and the Tribe further requires that the contents, nature and communications between the Parties, be kept strictly confidential and not be disclosed to third parties without the prior written consent of the Tribe unless otherwise required by law; and

WHEREAS, the Parties, through this Agreement, desire to establish and set forth obligations with respect to the confidential and/or proprietary information disclosed to Recipient in connection with the Project.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Except as set forth in this Exhibit C, all other terms shall be defined as set forth in the Cultural Resources Treatment and Monitoring Agreement, incorporated herein.

2. **Definition of Confidential Information**. The term "Confidential Information" includes any and all ideas, information, and materials, whether oral, written electronic, or in any other form, tangible or intangible, or observed from observation, that are not generally known to the public and that relate, in any manner, to the religious, cultural and historical activities, rituals, practices, places and/or objects of the Tribe including, but not be limited to, cultural and historical records, personnel records, litigation information, electronic files, email, CDs, photographs, agreements, unique and special methods, techniques, procedures, processes, routines, formulas, data, know-how, discoveries, improvements, research and development and test results, research papers, specifications, quality controls, formats, plans, sketches, drawings, models, concepts, ideas, observations and all other documentation and information, including, without limitation, any information divulged in verbal conversations disclosed from the Tribe to the Recipient, which the Parties may exchange and receive.

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3. **Exceptions to Confidential Information.** The term "Confidential Information" shall not include what would otherwise be deemed Confidential Information if the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the Tribe; (b) it entered the public domain subsequent to the time it was communicated to the Recipient without any action by or involvement of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the third party; or (d) the Recipient becomes legally compelled to disclose provided that the Recipient; (i) uses its best efforts to provide the Tribe with prompt notice of such disclosure prior to making the disclosure or as soon as reasonably practical after such disclosure is made; (ii) only provides that portion of the proprietary technical and commercial information that is legally required; and (iii) interposes a confidentiality defense based upon this Agreement in an effort to ensure that confidential treatment will be afforded to any disclosed information.

4. **Handling of Confidential Information.**

A. To ensure that cultural resources located on or near the Project area are not subject to vandalism or destruction, all information regarding the site of any discovered, burial or reburial of cultural resources shall remain confidential and shall not be disclose without the prior written consent of the Tribe.

B. Pursuant to California Government Code section 6254, subdivision (r), the Parties understand that the California Public Records Act, California Government Code section 6250 et seq., does not require the disclosure of records of sensitive cultural, archaeological, and/or paleontological resources sites including but not limited to Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects described in sections 5097.9 and 5097.993 of the California Public Resources Code maintained by, or in the possession of, the Native American Heritage Commission, another state agency, or a local agency. The Parties further understand that Section 304 of the National Historic Preservation Act, as amended provides a process to restrict disclosure of information about resources that might result in harm to the property, a significant invasion of privacy, or impediments to traditional religious practice at such site. Unless otherwise required by law, Recipient shall withhold public disclosure of such information.

C. Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information, except as approved in writing by the Tribe, and will use the Confidential Information for no purpose other than necessary for the protection of cultural resources as set forth in the Cultural Resources Treatment and Monitoring Agreement. Recipient shall not use any Confidential Information to compete with or adversely affect the interest, business or operations of the Tribe.

D. Recipient shall not disclose or transmit any Confidential Information to any person or entity except its directors, officers, managers, employees, agents, attorneys, accountants, advisers, consultants, contractors or affiliates who (i) have a need to know the Confidential Information in connection with the Project, and (ii) have been informed of and agree to abide by Recipient's under this Agreement. Recipient shall inform each directors, officers, managers, employees, agents, attorneys, accountants, advisers, consultants, contractors or affiliates that by accepting such access, he, she, or it agrees to be bound by the provisions of this Agreement. By allowing any such access, Recipient agrees to be and remain jointly and severally liable for any use or disclosure by such directors, officers, managers, employees, agents, attorneys, accountants,

advisers, consultants, contractors or affiliates in violation of this Agreement. Recipient shall use at least the highest degree of care as Recipient uses for its own confidential information of like importance to avoid disclosure of Confidential Information and, at a minimum, shall exercise reasonable care. Recipient shall notify the Tribe in writing immediately upon learning of any unauthorized release of Confidential Information or other breach of this Agreement.

E. In the event that the Recipient receives additional written approval from the Tribe to disseminate Confidential Information to a third party, the Recipient shall secure and provide to the Tribe a confidentiality agreement containing the material terms hereof signed by said third party prior to the dissemination of any Confidential Information.

F. Nothing in this Agreement shall require that the Tribe to disclose any Confidential Information to the Recipient.

5. **Term and Termination.**

A. Upon termination or expiration of this Agreement, or at the request of the Tribe, the Recipient shall promptly return all Confidential Information that is in tangible form including but not limited to, documents, electronic information, files, photographs, or other materials containing the Confidential Information to the Tribe and all copies thereof or otherwise destroy any copies of the Confidential Information that is in tangible form.

B. The Parties obligations hereunder shall continue beyond the termination of any relationship between the Parties and beyond the return of the Confidential Information documentation hereunder.

6. **Breach and Remedies**. Because the extent of the monetary damages that the Tribe would sustain in the event that the Recipient were to violate this Agreement may be difficult to ascertain, and because an award of monetary damages might be inadequate to protect the Tribe's rights, if the Recipient or any of its directors, officers, managers, employees, agents, attorneys, accountants, advisers, consultants, contractors or affiliates thereof threatens to violate or violates the obligations of confidentiality assumed hereunder, the Tribe shall be entitled to seek and obtain monetary damages, specific performance, temporary, preliminary and injunctive relief against such threatened or actual breach, as well as an award of reasonable attorneys' fees, costs and expenses. The Tribe shall be entitled to preliminary and injunctive relief, without the necessity of showing irreparable harm or posting of bond, as well as to an equitable accounting of all profits or benefits arising out of such breach, which remedy shall be in an addition to any other rights or remedies to which the Tribe may be entitled. Further, to the extent that the Tribe may be able to demonstrate that it has sustained monetary damages by reason of such breach prior or subsequent to the award of injunctive relief, the Tribe shall be entitled to recover the full measure of such damages, including fees, costs and expenses incurred in enforcing its rights under this Agreement, in either that action or a separate action. The Parties acknowledge that the Confidential Information is valuable and unique, that the Tribe would not provide the Confidential Information to Recipient if Recipient did not agree to this Agreement, and that disclosure will result in irreparable injury to the Tribe.

7. **Severability**. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Failure to enforce one part of this Agreement shall not be deemed a waiver of the entire Agreement or of other sections, terms or conditions of this Agreement. No provision of this Agreement may be waived except by an agreement in writing signed by all Parties.

8. **Warranties**. Each Party represents and warrants that (i) it has the legal and valid right to enter into this Agreement, and (ii) the performance by it of its obligations arising hereunder does not and will not violate the terms of any other agreement or understanding to which it is a party.

9. **Modification and Assignment**. Modifications to this Agreement must be done in writing and be signed by both Parties. This Agreement may be assigned or transferred only with prior written consent of all Parties

10. **Effective Date**. The effective date of this Agreement shall be the date of the last signature below.

IN WITNESS WHEREOF, the respective Parties have caused this Agreement to be executed by their duly authorized representatives on the date written below.

Executed by:

Auto Canna, LLC

By: Kyle Williams — Date: 2-21-2020

MIDDLETOWN RANCHERIA

By: Sally Peterson, Vice-Chairwoman & THPO — Date: 2/24/2020

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