



December 09, 2021

Mr. Abdul Kadir Mohamed,
Assistant General Counsel & Director of Regulatory Compliance
NAC 2, LLC
1200 N North Branch St., 2nd Floor, Chicago, Illinois 60642

Re: **Letter of Engagement/Agreement for Professional Consulting Services**

Dear Mr. Mohamed,

Upon execution, this three-page letter will confirm that NAC 2, LLC dba Enlightened Cannabis for People 2, hereinafter, "the client", has retained and engaged the services of ER Experts, Inc., d/b/a Action Resources hereinafter, "Action Resources or the consulting firm", for the purposes of providing employee relations consulting services under the following terms and conditions:

1. The consulting firm shall be paid a *daily rate* of **\$3,000.00 (Three Thousand Dollars)**, for Arthur Wentworth, consultant assigned to the case for on-site services rendered on behalf of the client. A normal work day shall be considered up to 10 (ten) on-site hours (hours spent at the client's facility). *Off-site office time* shall be billed at the rate of **\$350.00 (Three Hundred Fifty Dollars)** per hour. There shall be no pyramiding of rates on any particular day. To further clarify, on days where on-site as well as off-site work is performed, only the daily rate will apply.
2. The consulting firm shall be paid for all reasonable expenses incurred on the client's behalf including but not limited to airfare, lodging, and car rental expense as well as a meal allowance of \$75.00 per consultant, per day including travel days. Travel time of ½ (One-Half) day shall apply only when required from the consultant's home base to the client's facility and only when it is required to take place on a weekday. Please note that weekend travel time IS NOT subject to this provision.
3. Invoices shall be submitted every month covering charges and expenses incurred for the previous month. Payment shall be due by 30 days following receipt of full invoice.
4. The client agrees to pay the full invoice balance within 30 (Thirty) days from receipt of invoice. A past due late charge of 1 ½ % per month (18% Annually) shall be applied on the unpaid balance.
5. The parties reserve the right upon written notice to the other, to withdraw from this agreement at any time.
6. In the event that any dispute arises with respect to any of the terms of this agreement, said dispute shall be submitted to final and binding arbitration, pursuant to the Judicial Arbitration and Mediation Services, Inc.

1000 N Green Valley Pkwy Ste 440-247, Henderson, NV 89074-6172

("JAMS") in accordance with the current Comprehensive Arbitration Rules and Procedures of JAMS. The arbitration will be heard by a single arbitrator. The Parties agree that the arbitration will be kept confidential.

Mr. Mohamed
December 09, 2021
Page -2-

7. ACH/Direct Deposit is the preferred method of payment for all invoices submitted by the consulting firm. Action Resources' bank information is as follows:

Bank Name: JPMorgan Chase Bank National Association
705 S Green Valley Pkwy
Henderson, NV 89052

Account Name: ER Experts, Inc., d/b/a Action Resources

Account Number: 675356700

Routing Number: 322271627

Recipient's Address: 1000 N Green Valley Pkwy Ste 440-247
Henderson, NV 89074-6172

8. All payments due by the client shall be made payable only to ER Experts, Inc., d/b/a Action Resources in the event of a check payment; the check(s) should be mailed to the following address:

Action Resources
18653 Ventura Blvd. Suite # 168
Tarzana, CA 91356

9. Client agrees that no representations written or otherwise have been made as to the outcome of the project.

1000 N Green Valley Pkwy Ste 440-247, Henderson, NV 89074-6172

9. Client understands and agrees that the Action Resources' consultants are not qualified to give legal advice and as such cannot be relied upon, or be held responsible for any legal opinion given to the client. In all instances, the client agrees to consult professional legal counsel before acting upon any legal opinion expressed by any Action Resources consultant.

10. Consultant will indemnify, defend and hold harmless the Client and its affiliates and their respective directors, officers, and personnel from and against all losses, costs, damages, expenses, and liabilities (including reasonable legal fees and disbursements) that may be suffered or incurred by the Client or its affiliates arising out of or as a result of or relating in any manner to a claim relating to: Consultant's breach of any representation, warranty, or covenant in this agreement, or any negligent act or omission or willful misconduct of Consultant.
11. This Agreement is subject to the confidentiality obligations agreed to by the parties in the Mutual Nondisclosure and Confidentiality Agreement dated December 10, 2021.
12. If the above terms and conditions of this agreement are satisfactory to you, please evidence your consent by signing and e-mailing this agreement to Mr. Alex Casillas at admin@voteno.com

We appreciate the opportunity to work with you in the above project and look forward to a satisfactory outcome.

This agreement is entered into this 13 day of December 2021.

By: William T. Murray III Title: CFO
William T Murray III
NAC 2, LLC dba Enlightened Cannabis for People 2

By:



Alex Casillas - President
ER experts, Inc. d/b/a Action Resources