



U.S. Department of Justice
United States Attorney
Middle District of Tennessee

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February 5, 2018

Charles M. Niquette
President & CEO
Cultural Resource Analysts, Inc.

Re: Deferred Prosecution Agreement

Dear Mr. Niquette:

On the understandings specified below, the United States Attorney's Office for the Middle District of Tennessee (hereinafter referred to as "the Government") and Cultural Resource Analysts, Inc. ("CRA"), by its undersigned attorneys, hereby enter into this Deferred Prosecution Agreement (hereinafter referred to as "the Agreement").

This Agreement is intended as part of a comprehensive resolution of civil and criminal matters relating to allegations stated, in part, in the Notice of Violation (attached hereto), which allege that CRA participated in the unauthorized excavation, removal, damage, alteration, or defacement of archeological resources in Stephen's Valley, Tennessee in violation of the Archeological Resources Protection Act ("ARPA"), Title 16 U.S.C., Section 470ee. Based on the evidence gathered during the investigation, the Government would be able to prove that CRA, as a consequence of the conduct of certain of its current and former directors, officers, and employees, and/or agents, violated ARPA.

In return for certain admissions and acknowledgments of conduct by CRA, the Government agrees that it will not prosecute CRA, its officers, employees, and/or agents, for any crimes related to violations of ARPA resulting from CRA's improper archeological survey that was conducted without a permit as required by Title 16 U.S.C., Section 470ee between on or about May 20, 2016, and August 8, 2017, as described in the attached Notice of Violation from the Superintendent of the Natchez Trace Parkway, which is incorporated by reference herein.

The Government enters into this Agreement based, in part, on the following factors: (a) CRA's voluntary and complete disclosure of the facts described in the Notice of Violation and; and (b) CRA's compliance with the procedures set forth in the Notice of Violation.

CRA admits, accepts, and acknowledges responsibility for the conduct set forth in the Notice of Violation, and expressly agrees not to make any public statement contradicting the allegations referenced in the Notice of Violation.

If CRA fully complies with the terms specified in this Agreement, no information voluntarily given by or on behalf of CRA as of the date of this Agreement, or at the request of the Government (or any other information directly or indirectly derived therefrom), will be used against CRA or any of its current and former directors, officers, and employees in any prosecution by the Government. This Agreement does not provide any protection against prosecution for any crimes except as set forth herein, and applies only to CRA and its current and former directors, officers, and employees, and not to any other entities or individuals except as set forth in this Agreement. CRA expressly understands that the protections provided to CRA under this Agreement shall not apply to any acquirer or successor entities unless and until such acquirer or successor formally adopts and executes this Agreement.

This Agreement shall have force and effect only upon the occurrence of both: (a) execution of this Agreement by the Government and CRA; and (b) CRA's compliance with the procedures outlined in the Notice of Violation.

Specifically, the Government defers any considerations of criminal prosecution of CRA and its current and former directors, officers, and employees who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Government in the investigation of potential ARPA violations, and they shall not be prosecuted for any act or offense committed in relation to the conduct outlined herein or in the Notice of Violation during their period of employment at CRA prior to the date of this letter.

It is understood that CRA accepts the proposed monetary penalty of \$15,024.00 by tendering payment in full upon execution of this Agreement. As stated in the Notice of Violation, acceptance of the proposed penalty shall be deemed a waiver of the Notice of Assessment and the right to request a hearing. CRA also agrees to return all artifacts in a manner specified by the National Park Service.

CRA expressly agrees that prior to the commencement of all future projects, CRA will apply for and obtain the proper permits from the designated federal authority pursuant to Title 16 U.S.C., Sections 470aa-mm.

The parties further agree that, if the Government determines that CRA has committed any crimes subsequent to the date of signing this Agreement, or should it be determined that CRA's current or former directors, officers, and/or employees have given false, incomplete, or misleading testimony or information at any time, or should CRA otherwise violate any provision of this Agreement, CRA shall thereafter be subject to prosecution for any federal violation of which the Government has knowledge.

Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against CRA, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and expiration of the term of this Agreement plus one year. Thus, by signing this Agreement, CRA agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed shall be tolled for the term of this Agreement plus one year.

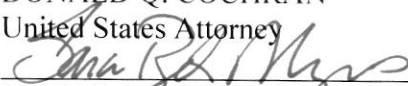
It is further understood that, if the Government determines that CRA has committed any crime after signing this Agreement, or that CRA has given false, incomplete, or misleading testimony or information, or has otherwise violated any provision of this Agreement: (a) all statements made by CRA to the Government or other designated law enforcement agents, including the parties delineated in the attached Notice of Violation, and any testimony given by CRA before a grand jury or other tribunal, whether prior or subsequent to the signing of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against CRA; and (b) CRA shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. By signing this Agreement, CRA waives all rights in the foregoing respects.

It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than the United States Attorney's Office of the Middle District of Tennessee. The Government will, however, bring the cooperation of CRA to the attention of other prosecuting and investigative offices, if requested by CRA.

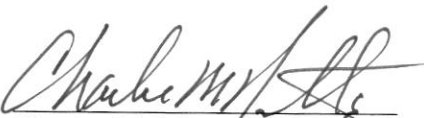
It is further understood that CRA and the Government may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, and / or conditions between the Government and CRA. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely,
DONALD Q. COCHRAN
United States Attorney


By: SARA BETH MYERS
Assistant United States Attorney

2-14-18
Date


Charles M. Niquette
President & CEO
Cultural Resource Analysts, Inc.

2-6-2018
Date