

## MUTUAL NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

The parties to this Agreement are **Divine Development Corp, (parent company of PowerPlant Park)** and the following entity:

**NAME:**

**COMPANY NAME:**

**ADDRESS CITY: STATE, ZIP:**

**TELEPHONE/FAX:**

**EMAIL ADDRESS:**

The Company is hereafter referred to as ("\_\_\_\_\_");

### 1. **Declarations**

Pursuant to a formalized relationship between the Company and Divine Development Corp (hereinafter referred to as "Divine" and "DDC, & PPP"), the parent company of PowerPlant Park the parties to this Agreement, intending to be legally and morally bound, agree to the following terms and conditions.

**Whereas, PPP and Divine** are engaged in cannabis cultivation, processing, manufacturing and wholesale and retail distribution in California, and it is agreed that the parties may have an opportunity to form a mutual relationship in furtherance to current activities related to the leasing of space, purchase of greenhouse(s) and other related cultivation activities included wholesale and retail distribution and other potential opportunities between the parties.

### 2. **Authority**

It is agreed by our signatures that we confirm that we have full authority to execute this Agreement. By signatures and execution of this agreement, each of the named parties agree that any corporation, firm, company, individual and/or the like in which either signatory is a principal or partner, and/or for which the signatory is an agent, officer, employee, or the like is bound by this Agreement.

### 3. **Term**

This Agreement is to be and remain in full force and effect commencing with the date of the execution of this Agreement and for a period of no less than eighteen (18) months from either the date of termination of this Agreement, or from the date of the first funding and/or closing for the PPP made possible by the parties to this Agreement, whichever occurs first. This Agreement is to be fully applicable to all transactions, present and future, resulting from each introduction, including all subsequent, follow-up, repeat, extended, renegotiated and new transactions as well as initial transactions that occur during the term of this Agreement.

### 4. **Non-Disclosure**

Whereas, it is normally required to make valuable confidential disclosures by each party hereof to each other in order to realize and/or complete the transactions indicated above, it is understood that the parties involved in and to this Agreement may learn valuable information from one another. This includes, but not limited to, the names, addresses, email, telephone numbers, websites, and the like, of banks, lending institutions, corporations, applicants, individuals, trusts, lenders, borrowers, buyers or sellers, sources, agents, investors, brokers, clients, and the like, introduced by either of the above-named parties to the other, all hereinafter referred to as "Contact(s)." It is agreed that the Contact information introduced by either of the parties to the other is the property of the introducing party unless the other party proves that they have had prior business involvement and written communication with said Contact. If this is the case, the party who shows proof of prior business involvement and written communication in reference to the other sources will not be liable. Other than this, each party agrees to keep all contact information of the other party confidential. Each of the parties will not disclose any Contact Confidential Information of each other to third parties, except those directors, brokers, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business, hereinafter known as a "Required Third Party." The party who is given Confidential Information agrees that they will have any Required Third Party sign a Non-Circumvention and Non-Disclosure Agreement in content

substantially similar to this Agreement. Each of the parties agree that they will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. The measures shall include the highest degree of care that each of the parties utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other in writing of any misuse of such Confidential Information of the other that may come to its attention.

#### **5. Non-Circumvention**

Commencing with the date of the execution of this Agreement, the parties agree to not make any contact with, solicit or otherwise be involved in any transaction(s) with regard to any Contact that PPP introduces to \_\_\_\_\_ or that the \_\_\_\_\_ introduces to PPP, without the express written permission of the introducing party. It is agreed that the Contact information introduced by either of the parties to the other is the exclusive property of the introducing party, unless the other party proves that they have had prior business involvement and written communication with said Contact. As such, the parties to this Agreement will not negotiate, or participate in any transaction with any of the revealed Contacts, without first entering into a written agreement with the introducing party of the Contact. This applies to all transaction(s) entertained by the parties hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, for the term of this Agreement, regardless of the success of the project.

#### **6. Remedy**

In the event of disclosure or circumvention by any party covered by this Agreement, it is agreed and guaranteed that a legal monetary penalty equal to the maximum fee or profit the circumvented party should have realized in and from such transaction, including, but not limited to, punitive damages and the like shall and will be paid by the party engaged in such disclosure or circumvention. Further, in the event that any legal proceeding commences to enforce and/or interpret the terms of this Agreement, then in that event and in addition to any other aforementioned compensation, the prevailing party shall be entitled to any costs and reasonable legal/attorney fees and expenses. The parties shall be entitled to all appropriate relief, including injunctive and other equitable relief, to enforce the provisions of this Agreement.

#### **7. Independent Contractor**

It is understood that each party is an independent contractor and no agency relationship is created by this Agreement. Each party is responsible to pay its own withholding, unemployment compensation, worker's compensation, social security and/ or other similar Federal, state, or local taxes.

#### **8. Termination**

Either party may terminate this Agreement, if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) calendar days after the receipt of a written notice from the non-breaching party specifying such breach. In the case of the client terminating the agreement, PPP will continue to enforce the non-circumvent of this agreement for a period of sixty (60) months.

#### **9. Assignment and Delegation**

Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

#### **10. Entire Agreement**

This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposals, and actual agreements, written or oral. Neither of the parties may individually alter, amend, nor modify this Agreement except by an instrument in writing signed by all parties or their duly authorized representatives.

11. **Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

12. **Paragraph Headings**

The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

13. **Notices**

All notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by fax, email, overnight courier, or certified mail, postage prepaid, and addressed to the known individual or corporate addresses.

14. **No Waiver of Rights**

Either party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.

15. **Faxed Copy**

Signed facsimile transmissions of this document shall be considered an original of the document and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract.

16. **Successors and Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

17. **Governing Law and Venue**

This Agreement will be governed and construed in accordance with the laws of the State of California and the courts of such State shall have exclusive jurisdiction and venue.

**I/we, the undersigned, do hereby guarantee the aforesaid mutual non- circumvention & non-disclosure agreement and agree to be bound by its terms.**

**In Witness Whereof, the parties have executed this NDA as of the \_\_\_\_\_.**

**DIVINE DEVELOPMENT CORP, LLC.**

By: \_\_\_\_\_

Name: Richard Treiber  
Title: CEO/Founder

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## PowerPlant Park Tenant Questionnaire

### Contact Information

Person 1:	Person 2:	
Business Name:		
Street Address:		
City:	State:	Zip Code:
Phone (Work):	Phone (Mobile):	
Email Address:	Email Address Alt:	

### Business Details

Sq. Ft. Desired :	Available Start Date:
Liquid Capital:	Obtaining Financing: Yes / No
Source of Funds:	
Current Employment:	Yearly Income:
Business Experience:	
Cannabis Experience:	

### Applicants will be asked to submit

- Business Plan
- Financial Projections
- Proof of Funds

Website [www.powerplantpark.com](http://www.powerplantpark.com)



# TENANCY APPLICATION

Greenhouse Unit(s) \_\_\_\_\_

Model: \_\_\_\_\_

Broker: \_\_\_\_\_

Referral Agent: \_\_\_\_\_

Company/Legal Business Name:		Doing Business As/DBA:	
Business/Physical Address (No PO Boxes):		City:	State: Zip:
Business Phone Number:	Business Fax Number:	Federal Tax ID:	State of Incorporation:
Business Start Date:	Email Address:	Website Address:	
Type of Business Entity: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation			
Annual Gross Sales:	Monthly Credit Card Volume:	Product/Service Sold:	Description of Business:

## Principal Owner #1

Last Name:	First Name:	Title:	Ownership %:
Home Address:		City:	State: Zip:
Social Security Number:	Date of Birth:	Home Phone Number:	Mobile Phone Number:

## Principal Owner #2

Last Name:	First Name:	Title:	Ownership %:
Home Address:		City:	State: Zip:
Social Security Number:	Date of Birth:	Home Phone Number:	Mobile Phone Number:

## Business Property Landlord Reference

Do you rent or own? <input type="checkbox"/> Rent <input type="checkbox"/> Own	Lease Expiration Date:	Rent Amount \$ _____ per month Are you current? <input type="checkbox"/> Yes <input type="checkbox"/> No
Landlord/Mortgage Co. Name:	Contact Name:	Contact Phone Number:
Collective Incorporation Number ie. MBC	Number of Employees:	Credit Card Processing Co if applicable:

## Current Credit Facility Balances

Company	Balance	Payment
1.		
2.		
3.		
4.		
5.		

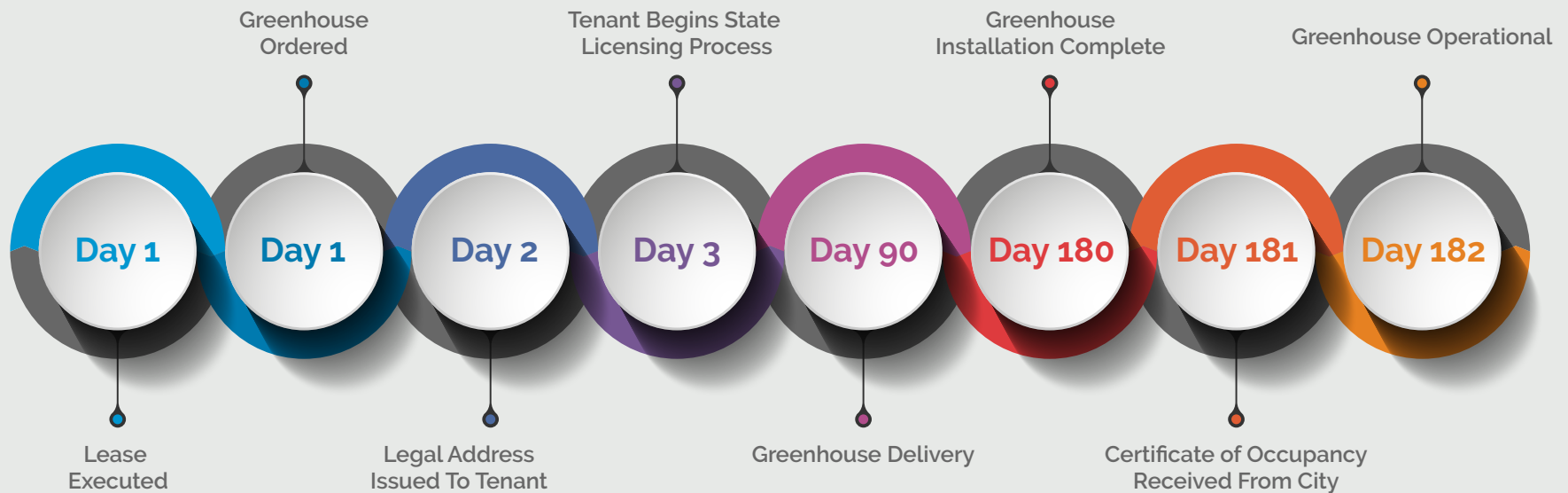
By signing below, each of the above listed business and business owner/officer (individually and collectively, "you") authorize PowerPlant Park and each of its representatives, successors, assigns and designees ("Recipients") to obtain consumer or personal, business and investigative reports and other information about you, including credit card processor statements and bank statements, from one or more consumer reporting agencies, such as TransUnion, Experian and Equifax, and from other credit bureaus, banks, creditors and other third parties. You also authorize PowerPlant Park to transmit this application form, along with any of the foregoing information obtained in connection with this application, to any or all of the Recipients for the foregoing purposes. You also consent to the release, by any credit or financial institution, of any information relating to any of you, to PowerPlant Park and to each of the Recipients, on its own behalf.

Principal Owner: \_\_\_\_\_ Principal Owner: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Tenant/Investor Timeline To Operational



# PowerPlant Park Development Timeline

