



## Welcome to PowerPlant Park A Master Planned Cannabis Community & Campus

- 44 Tier 2 Mixed Light indoor Greenhouses
- Onsite state-of-the-art Nursery
- Tissue culture genetics
- Exclusive cultivars from CA's top breeders
- Medical grade post-harvest processing
- Retail delivery/storefront
- Onsite manufacturing, extraction, kitchen
- Statewide bulk distribution, presold contracts
- Compliant packaging/fulfillment
- Waterfront Restaurant

### Executive Overview

Financial Highlights-Milestones-Q & A-Greenhouse Enhancements-Strategic Partners-References

RESTAURANT BUILDING

VIEW FROM BAY TRAIL

DISTRIBUTION AND PROCESSING

NO CLIMB PERIMETER SECURITY FENCE

BAY TRAIL PUBLIC ART

Regional Park

GREENHOUSE BUILDING

GREENHOUSE INTERIOR

3D SITE PERSPECTIVE

SAN FRANCISCO BAY

PHASE 1A

PHASE 1

PHASE 2

FRONTYARD BLVD

BAY TRAIL

RICHMOND PARKWAY

GOODROCK AVE

POWERPLANT PARK

POWERPLANT PARK

POWERPLANT PARK DRB COLLAGE 2022 - RICHMOND WATERFRONT

A MASTER PLANNED CANNABIS COMMUNITY & CAMPUS

4-20-2022

INTERACTIVE RESOURCES

Executive Summary  
Table of Contents

Financial Highlights/Milestones..... 3-4  
Tier 2 Mixed Light Buildings-Descriptions of \$250K of Upgrade/Enhancements.....5  
Q & A.....6-9  
References-Strategic Partnerships.....10





## Divine Development Group Financial Highlights/Milestones



### Overview

From 2016-2019 Divine Development Group spent approx. \$3M securing its Conditional Use Permit and Land Use Entitlements. Funds required for a multitude of submissions and preliminary drawings, before Richmond's Planning Commission unanimously approved PowerPlant Park's 18.8-acre project site. Since 2020 Divine Development Group has sold 18 greenhouses for \$500,000 each. The greenhouse purchase includes the structure and contents, Divine owns the land underneath the buildings through an exclusive purchase contract with Doommas Enterprises. From 2017-2020 Doommas invested \$1.5M and purchased 3 Greenhouses. On June 1 of 2022 the Nana's invested an additional \$2M, purchasing 4 more greenhouses in a future Phase. The additional funds were used to purchase the first 10 of 18 Greenhouses sold in Phase I. State-of-the-art enhanced Tier 2 mixed-light indoor buildings from [Nexus/Prospiant](#), the premier builder in the US.

In total, considering Divine's sales and investment total cash equity to date is over \$14.7M. This includes deposits on purchase contracts for the land under all three Phases, construction costs, equipment deposits, purchase of Nexus buildings and preliminary/construction drawings needed to secure the CUP/Land Use Entitlements. Divine is leasing LED lighting from [Fohse](#), post-harvest processing from [GreenBroz](#), manufacturing from [RootSciences](#). Medical grade equipment painstakingly sourced over the past several years.

The stabilized value of Phase I land is over \$100M, (MAI Appraisal by Property Sciences). Stabilization defined as all Greenhouses sold, structural pads leased, Certificate of Occupancy, and 22 state licenses issued/active. Similar turnkey indoor or Tier 2 mixed light space with same operational conditions, (in SF Bay Area) sells for \$1,000-\$1,200 per sq. ft., (if you can find it). Phase I of PowerPlant Park has approx. 70,000 sq. ft. of buildings, which accounts for approx. \$80M of the stabilized value.

Certificate of Occupancy for Phase I is expected late October 2023, with the Park's first harvest of over 4,000 lbs. by late December 2023. The wholesale crop value of the 1st harvest is over \$8M, the retail value over \$24M. The Park is currently negotiating to presell its first harvest (possibly second) to three prominent California brands that have retail operations but no cultivation. Under these presold contracts PowerPlant Park would receive a 50% deposit once flowers begin their veg-cycle in our nursery operations, (expected Sept 2023) and 50% upon harvest.

### Financial Highlights

- To date PowerPlant Park has sold 18 greenhouses for \$500K each, Phase I is sold out
- There are 7 Units available in Phase I-A and 17 Units available in Phase II. If PowerPlant Park decides to sell these 24 Units in Phase I-A & II, (at \$700K) it would generate an additional \$17.5M in greenhouse payments
- PowerPlant Park has recently purchased the land under Phase I-A, 2.2 acres of waterfront property on San Francisco Bay
- 12 Units have been sold by our cannabis brokers, website link, [WeCann-PremierListing—PowerPlantPark](#)
- Once WeCann pre-screens leads, (including proof of funds) they initiate a zoom presentation. Next if there is interest the prospect is given an in-person presentation, (by developer) at our Point Richmond offices and site visit, after which 80% of buyers have purchased
- The 18 Units sold thus far have produced over \$6.9M in greenhouse payments, \$3.7M due over the next 6 months
- Balance due to complete Phase I construction is approximately \$2.9M
- Thus far Divine has spent over \$8M of the development of PowerPlant Park. Including Nexus Tier 2 mixed-light greenhouses, equipment, subcontractors, and design/build team, (over 40 professionals)
- Divine has virtually no operational debt
- Investment before Divine started construction was sourced from principals' family and couple of early angel investors

## Milestones up to 2-22-23

PowerPlant Park enters a vast and lucrative California market, facing historically low levels of premium flower. Inventory of turnkey space extremely hard to find, (especially in the San Francisco Bay Area). Thus far the company has over \$13M of cash equity in Phase I build, (over 5 years). Funds required to complete requisite plan sets, environmental studies, regulatory compliance and various submissions to the City's planning department and state agencies. A significant part of investment spent on a team of over 40 renowned local area consultants, designers, engineers, and architects. Phase I is now in the third trimester of construction, foundations started.

- PowerPlant Park was unanimously granted its CUP and land use entitlements from Richmond's Planning Commission on April 20th, 2020. The approval process spanned over 36 months, working closely with City and State officials
  - PowerPlant Park began construction in November 2020, (interrupted due to Richmond's Covid's moratorium on new construction), construction resumed late April of 2021. Onsite utilities now 95% complete, soon building foundations will be poured for 18 Greenhouses in Phase I, then the Park's greenhouse builder, with a specialized crew of 50 begin work.
  - The Park has filed for 22 State Licenses in November of 2021, now in Final Declaration
  - Phase I of PowerPlant Park is sold out. The Tenant mix in Phase I includes 3 Units sold to seasoned craft-growers, one local brand, (converting their indoor operation) and 14 Units sold under the tenant-investor model. Total of 18, representing \$9M in revenues, \$6.9M in greenhouse purchase payments have been received
  - Grand Opening of Phase I is scheduled for late October 2023
  - The company has funded operations thus far from a combination of its founders, greenhouse purchases and 2 real estate investors
- \$7,000,000 of investment has come from Doommas LLC, including purchase of 7 greenhouses, personal guarantee of GC construction contract, (Overaa) and \$1.5M cash investment from 2017-2020, (interest free)
- PowerPlant Park has concluded operations of one-year delivery pilot in Marin & Sonoma counties. The pilot exceeded the sales projections by 40% and achieved number one rating for all metrics on WeedMaps with over 350 5-star reviews
  - PowerPlant Park has signed an LOI for a 30-store pilot, where it will install special designed kiosks showcasing only PowerPlant Park brands. The kiosks located in existing prominent storefront locations in northern California
  - The Park has developed a "retail garage" storefront model where customers can drive through a pickup their purchase of the freshest product in the state without getting out of the car. Orders sent and paid for through PowerPlant Park's phone app. Customer transactions are completed in 8 seconds. We are proposing 4 locations in Richmond including one on-site





## TIER 2 INDOOR MIXED-LIGHT GREENHOUSES PROVIDED BY NEXUS OF COLORADO-premium builder in the US

Upgraded interior systems, over \$250K in enhancements including:

- Custom version, (38' x 96') "Vail 420" indoor Tier II, mixed-light greenhouse with 3,044 sq. ft. flower zone. Plus 488 sq. ft. work corridor/air-plenum and custom built clean/dirty room w/UV light, (prior to entering the flower zone). Each 600 amps of power
- 4 Quest 335 high efficiency dehumidifiers
- Custom Axeon AT in Unit reverse osmosis filtration
- A Solar Soft Max glass roof covering-corrugated polycarbonate with high-light transmittance and high-diffusion properties
- Metal side and end walls, 29 RFP rated gauge corrugated metal
- One 3' x 7' RFP steel insulated main door plus two RFP 6' x 7' insulated double doors
- End-wall gable vent with automated VC100A vent motor
- Three vertical air-flow fans by Vostermans for "through canopy" air circulation
- Two Coolair exhaust fans for below-curtain cooling plus one Coolair peak exhaust fan for above-curtain dehumidification
- Accordion insect screen over air-intake vent
- FogCo odor-mitigation system for all exhaust fan
- Thirteen 5.5' x 32' rolling benches with bench top and trough/gutter irrigation systems
- Netafrim drip system supplying six row-grow zones plus Dosatron fully automated system by H. E. Anderson Seed Controller for "crop steering"
- 1500 gallon fresh-water storage tank, (stainless steel), providing two-day capacity
- Fully automated light-deprivation system including triple-layered blackout curtain
- Ubiquitous Quantum Dots, UbiQD enhanced spectrum nano-film converts short wavelength photons (blue & UV) to longer wavelength photons (red)
- Two Lennox heaters (LF24E-300S) for temperature control in main grow zone plus one heater (LF24E-145S) for air plenum (also used for additional winter-time dehumidification)
- Fully automated cloud-based Wadsworth Environmental Controller, including the integration of all interior systems, managed from a dashboard on supplied tablet
- 55 custom LED bloom arrays, O6i by Fohse, 1200W of supplemental light designed specifically for hybrid indoor mixed-light greenhouses. Greater photon density leads to more carbon assimilation, which means more biomass. The O6i packs more photons into each footprint than any other greenhouse light on the market and is paired with a spectral distribution ideal for complimenting natural sunlight. Includes wireless control system to adjust intensity photo period and spectrum-bundled with 'Light Harvesting' sensors that measure the natural light in your greenhouse, (cloud cover/seasonal day light fluctuations). The O6i with Light Harvesting can self-adjust in increments as little as 1% in real time based on the ever-changing light conditions in the greenhouse
- 1,144 "teens" are in place atop custom rolling benches, (the first of six bloom cycles per year)
- Automated carbogation system-CO2 enrichment, custom built in canopy+ 2nd system for automated misting



## Investor Questions - PowerPlant Park Answers - 3-20-23

### 1. Licensing

#### Q. What stage is PowerPlant Park's State Licensing in?

A. See attached Progress Report, as part of PowerPlant Parks Project Update# 20, (Dec 2022) from BeGreen Legal. This Sacramento based agency, [Cannabis Consulting and Licensing Experts | Be Green Legal](#) has been under contract with the Park for over two years. They have also completed other state and local licensing related to our building permit and have acted in the role of project management for a significant portion of Phase I construction. They have filed 22 State licenses as per the Park's Land Use Entitlements and Certificate of Occupancy including:

- Distribution/Transportation
- Manufacturing, including kitchen
- Volatile/non-volatile extraction, hydrocarbon & medical grade cold ethanol
- Post Harvest Processing & Packaging

Note: these are in Final Declaration.

A. The senior scientist at BCC, (assigned to our account), contacted us a month ago to offer PowerPlant Park the opportunity to combine all 18 individual cultivation licenses for Phase I into "Large" License. All 18 licenses, including the Park's two grower-model Units will be under the converted Large license". We have been told by BCC if we go this route, it will save time/money, most importantly the Park will have the converted license for all 18 Units in Phase I in less than 4 months, plenty of time before our planned August grand opening. If a prospective buyer purchases a Greenhouse at PowerPlant Park and wishes to have its own individual cultivation license, then BeGreen Legal will, (upon Agreements) apply to the State on behalf of the party to be licensed, (costs covered by PowerPlant Park). The "option to convert" from the investor model to the Park's grower model is part of the Sublease Agreement . The individual license under becomes active as soon as State approves.

#### Q. Who will own the State licenses?

A. PowerPlant Park Leasing, PowerPlant Park Delivery, PowerPlant Park Distribution, PowerPlant Park Retail, PowerPlant Park Processing and PowerPlant Park Manufacturing. Several LLC's still to be formed, see Org Chart attached.

#### Q. What is the size/cost of the individual cultivation license?

A. The individual cultivation license for canopy under 5,000, (the least expensive) is about 4K annually. In 2022 the State removed the cultivation taxes, (per lb.) for cultivators, this action saving over \$400,000 based on a Greenhouse annual yield at PowerPlant Park.

Q. What is the time frame to secure the State Licenses for Phase I of the Park?

A. BeGreen Legal has informed us that our Large cultivation license for 18 Greenhouses in Phase I and the 4 ancillary licenses listed above will be completed within 4-6 months.

## 2. Name/Ownership

Q. Once the purchase of the Greenhouse(s) is completed, can the buyer remove the Unit(s) from the Property?

A. Yes, the Greenhouse Buildings are constructed to be disassembled if necessary. The Buyer owns the Building(s) and all interior/exterior equipment and improvements, a Schedule listing these Greenhouse enhancements and inclusions and a legal description of the Greenhouse are attached.

### Excerpt from Greenhouse Purchase Agreement,

**Building Title.** Buyer shall receive clear title to Greenhouse Units(s) \_\_\_\_\_ in Phase \_\_ (the "Building Titles"). Title(s) will be sent to Buyer as soon as Phase I of PowerPlant Park receives its Certificate of Occupancy from the City of Richmond. Buyer has the exclusive right to remove the Greenhouse Building(s) \_\_\_\_\_ and their interior and exterior contents and equipment from the Property at its sole cost and expense. If Buyer elects to remove the Greenhouse Buildings it must give Seller ninety, (90) days' notice. Buyer cannot remove the Building(s) until the second year of the Initial term and can remove them at any time during the 3 Extended Terms.

A. Also, the Excerpt below from the First Sublease is another option for the Buyer, although PowerPlant Park has not yet decided on the pricing in the event the below clause is triggered:

### Excerpt from First Sublease

**Ownership upon Expiration of the Term or Early Termination.** Subject to Subtenant making all payments to Tenant/Seller pursuant to payment terms contained in the Greenhouse Purchase Agreement, If for any reason the Subtenant decides to sell their Greenhouse Unit(s) any time during after the second year of the Initial Term or anytime during the Extended Terms or Second Extended Term, then Tenant/Seller will have the first right of refusal to purchase the Greenhouse(s) from Subtenant based on the following schedule:

- i. If the Sublease Agreement ends for any reason or is otherwise terminated within the second year after the Commencement Date, Subtenant will be reimbursed for all payments made to the Tenant under the Greenhouse Purchase Agreement within thirty (30) days following such expiration or termination and Subtenant shall transfer title and possession of the Greenhouses to Tenant; and
- ii. If the Sublease Agreement ends for any reason or is otherwise terminated no earlier than twenty-four (24) months after the Commencement Date or after the first year of the Initial Term, Subtenant will be compensated (\$\_\_\_\_\_) by Tenant for Greenhouse(s) owned by Subtenant under the Greenhouse Purchase Agreement within thirty (30) days following such expiration or termination; and
- iii. If the Sublease Agreement ends for any reason or is otherwise terminated during or at the end of first Extended Term, Subtenant will be compensated (\$\_\_\_\_\_) by Tenant for Greenhouse(s) owned by Subtenant under the Greenhouse Purchase Agreement within seven (7) days following such expiration or termination; and

- iv. If the Sublease Agreement ends for any reason or is otherwise terminated during or at the end of the second or third Extended Term, Subtenant will be compensated (\$\_\_\_\_\_ ) by Tenant for Greenhouse(s) owned by Subtenant under the Greenhouse Purchase Agreement within seven (7) days following such expiration or termination.

### 3. Cost Overruns & First Right of Refusal to Purchase Land

#### Excerpts from Greenhouse Purchase Agreement

**Cost Overruns.** In the event the cost of the Greenhouse(s) exceeds the sales price of the Greenhouse(s), Seller shall pay any and all additional costs to deliver to Buyer the two turnkey Greenhouse buildings . Seller is responsible for all other costs and/or fees related to Greenhouse equipment, including construction, materials, necessary approvals to render the Greenhouses 100% compliant with the MAUCRSA and Richmond Cannabis Code for the cultivation of commercial cannabis.

**First Right of Refusal to Purchase Land Underneath Greenhouse Unit(s).** In the event that Seller decides to submit a new parcel map to the City of Richmond to allow Divine Development Group to sell the land under Greenhouse Unit(s) \_\_\_\_\_ as condominiums then Buyer will have the first right of refusal, (the "First Right of Refusal") to purchase the land under Greenhouse Unit(s) \_\_\_\_\_.

### 4. Contractual Relationship-Payment for Annual Crop

**Q. How long is the Agreement for PowerPlant Park to purchase the annual crop last? Does the pricing remain constant?**

**A.** Buyer receives the same pricing for the crop for the entire length of the Agreements. Buyer is paid 75% when crop is sold in bulk, (wholesale), to other state distributors, brands, MSO's, manufacturers, or retailers. Buyer is paid \$2,500 per lb. when crop is sold through the Parks 9 county delivery service, retail "Garages" and/or "Kiosks"

**Second Subtenant shall pay Rent to Subtenant as follows:**

#### Excerpts from Schedule A of Second Sublease Agreement, (attached)

**Retail Sale of Cannabis Products.** Second Subtenant shall pay Rent to Subtenant of twenty-five hundred, (\$2,500) per pound for cannabis Product and manufactured byproducts sold by Second Subtenant through its Retail licenses, including through PowerPlant Park Delivery, in-Storefront Kiosks, and/or retail Garages, (the "Retail Outlets"). The manufactured cannabis byproducts, once loaded into the METRC system will be added together by cannabis content weight to establish the total number of pounds to be sold through Second Subtenants Retail Outlets.

**Wholesale Sale of Cannabis Product.** For bulk cannabis flower sold to other state licensed cannabis distributors, retailers or brands, Second Subtenant shall pay to Subtenant seventy five percent (75%) of the gross sales price minus the costs of state mandated laboratory testing performed and procured by the Second Subtenant under its Distributor license.

**Payment Terms-Invoices.** The Subtenant will invoice Second Subtenant for Rent once the cannabis flower and cannabis byproducts have been processed, manufactured, and packaged from each of the six, (6) annual harvests in Greenhouse Unit(s) \_\_\_\_\_, (the "Invoice")

- (a) Payments. Once the cannabis products are uploaded into the METRC system from each of the six, (6) harvests for sales through Subtenant's Retail Outlets, Second Subtenant shall have ninety, (90) calendar day terms to pay the Rent Invoice. This amount of time



allocated for the retail sales cycle. Subtenant will have fifteen (15) days for cannabis products sold in bulk, (wholesale) to other state distributor's, manufacturers, retail brands or retailers.

(b) Responsibility for Cannabis Taxes. For the Products tendered by Second Subtenant, under its Distributor and Retail license that enter the commercial market, Distributor shall be responsible for advancing the cultivation taxes due to the California Department of Tax and Fee Administration ("CDTFA"). The amount of cultivation taxes advanced by the Distributor shall be deducted from Invoices owed to Subtenant by the Second Subtenant from the Invoice that is closest to the time when Second Subtenant pays CDTFA for the cannabis taxes due for the Products sold and detailed in said Invoice.

(c) Access to Records of Sales. Second Subtenant shall (a) report to the Subtenant accurate and current information on production, distribution, and sales of all cannabis flower and biproducts at such intervals, in such detail and in such form as may be reasonably requested by the Subtenant; and (b) maintain accurate books, accounts, and records and shall provide to the Subtenant such financial, accounting and other information as Subtenant may reasonably request from time to time to enable Subtenant to determine compliance with the this Second Sublease Agreement and Schedule A.

## 5. Price of Crop

### Q. What if the California flower market goes south?

A. The retail market has been the one very bright light in the industry over the last two years, while the wholesale market has seen massive fluctuations in price. Huge over supply in outdoor and Tier 1 greenhouse flower. This condition now vastly improved based on failures and consolidation. The cream has risen to the top and prices are begging to rise and stabilize.

A. PowerPlant Park Distribution will only sell directly to brands, MSO's large retailers and manufacturers. No bulk flower sold on the "open market" where prices are unstable. Tier 2 indoor mixed light, like at PowerPlant Park, is selling on the bulk market for \$1,500-\$2,200, it is very rare as only 2.2% of Ca cultivation is indoor Tier 2 mixed light. The Park maintains that our grow environment with over \$250K in enhancements is superior to indoor, indoor! The reason there is not more Tier 2 mixed light space in California is because the buildings require the same amount of power as indoor space, (25 watts per sq. ft.). Most municipalities allowing Tier 2 mixed light are in remote locations. Most all do not have availability of required power and it takes years, at significant cost for PG&E, (or equivalent) to bring power into the facilities.



## Reference List:

- Ahmad & Ebrahim Nana, office 415-383-3180, (Ahmad cell), 415-342-4993-sold us Phase I land, invested \$2M interest free over 3 years, and purchased 7 units investor model, (\$3.5M)and guaranteed a \$2.7M
- Dave Weisensel from Nexus, cell, 970-333-2244-has been on project 5 years
- Andrew Butt, (mayors' son), cell, 510-520-6451
- Kim Navidad, FilAm Investment Group-916-833-7885, owns 3 units in Phase I, (2 investor, 1 grower) was our first buyer, bought one Unit, two months later a second and 3 months later a third Unit
- Steve Mohr, Supernova Capital Group, mobile 813-.853-4640, [steve@themohr.group.com](mailto:steve@themohr.group.com)
- Mark Makhobey, Supernova Capital Group-owns Investor Unit in Phase I, mobile 727-612-7835 [mark.makhobey@dell.com](mailto:mark.makhobey@dell.com)

## Strategic Partnerships

Below are links PowerPlant Parks strategic partnerships and medical grade equipment vendors, including genetics, nursery partners and equip. suppliers for processing, manufacturing, and packaging:

Nursery Operations, Exclusive Genetics, Tissue Culture Lab: [Phinest Cannabis-when only the finest will do](#)  
Indoor Tier 2 Mixed-Light Buildings: [Nexus/Prosplant Tier 2 Cannabis Indoor Cultivation](#)  
Counsel/Licensing/SOP's: [Habib Bentaleb | Raghianti Freitas LLP](#)  
State Licensing and Project Management: [Cannabis Consulting and Licensing Experts | Be Green Legal](#)  
Extraction Facilities: [Root Sciences | Cannabis Distillation &THC Extraction Equipment](#)  
Drying, Curing & Storage Humidors: [Darwin Chambers Company | Controlled Environment Manufacturer](#)  
Harvesting Solutions: GreenBroz, Inc. – World-Leading [Cannabis Harvesting Solutions](#)  
LED Full Spectrum Lighting: [The 06i By Fohse - 1200W Industrial Greenhouse LED Grow Lights](#)  
Public Relations: [The Rose Group](#)  
Branding/Web Design: [Heartbrew | Creative Consultancy](#)  
Built to Suit Brands: [Commercial Real Estate Marketing Solutions](#)  
Packaging: [Treeform Packaging Solutions](#)  
City of Richmond: [Richmond,CA -Official Website](#)  
General Contractor: [Overaa Construction | Building Community Since 1907](#)  
Lead Architect: At the Vanguard of the Green Rush in Richmond: [PowerPlant Park | Interactive Resources](#)  
[PowerPlant Park Interactive Resources](#)