

## OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into effective as of \_\_\_\_\_, 2021 (“**Effective Date**”), between the Prince William County School Board (“**Seller**”), and Delorean Power LLC, a Delaware limited liability company having a mailing address of 210 Wesmond Drive, Alexandria, Virginia 22305, its successors and assigns (“**Buyer**”), with reference to the following facts:

A. Seller owns certain real property, referred to as Tax Parcel or Map No. 7496-08-9964 consisting of approximately 3.06 acres in the aggregate, situated in Gainesville, Virginia, and more particularly described on Exhibit A attached hereto and incorporated herein (the “**Seller Parcel**”).

B. Subject to the terms and conditions of this Agreement, Buyer desires to obtain an option to purchase the Seller Parcel, together with any and all rights in or to any improvements or fixtures located thereon, including any easements, appurtenances, surface rights, or hereditaments benefiting the Seller Parcel and any and all water, water rights allocations and riparian rights, caliche, gravel, oil, gas, hydrocarbons and other minerals of Seller associated with the Seller Parcel (the Seller Parcel, together with all of the foregoing, collectively, the “**Property**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Option and Sale of Property.** Seller hereby grants to Buyer an exclusive option (“**Option**”) to purchase the Property, which may be exercised at any time during the Option Term (as defined below).

2. **Option Term/Option Price.**

2.1. **Option Term.** The option term shall be for a period of three years (the “**Option Term**”), commencing on the Effective Date. Subject to Section 2.5, the payment schedule for the applicable Option Payments shall be as provided in Section 2.2 below (the “Option Payments”).”

2.2. **Option Price; Payment Milestones.** As consideration for the grant of the Option and Buyer’s rights under this Agreement, Buyer shall pay to Seller an option price of thirty-five thousand dollars (\$35,000) (the “**Option Price**”) in installments upon achievement of the following milestones:

- |   |   |
|---|---|
| • Execution of this Agreement                 | \$5,000 (refundable during initial 12 months) |
| • 12 months after execution of this Agreement | \$10,000                                      |
| • 24 months after execution of this Agreement | \$20,000                                      |

For the avoidance of doubt, none of the foregoing installments will be owed to Seller unless and until the applicable milestones have been satisfied. The five thousand dollars (\$5,000) installment made at execution of this Agreement will be refundable to Buyer if due diligence performed by Buyer during the first 12 months of the Option Term identifies any encumbrances on the property fatal to Buyer's development plans. The initial five thousand dollars (\$5,000) installment will become non-refundable after the initial 12 months of the Option Term.

2.3. **Option Payments Applied Against Purchase Price.** All installments of the Option Price paid to Seller shall be applied against the total amount of the Purchase Price (defined below) in the event that Buyer exercises the Option to purchase the Property. No further installments of the Option Price shall be due after Buyer delivers the Exercise Notice (as defined below).

2.4. **Option Payments Nonrefundable.** In the event that Buyer fails to make any of the Option Payments and does not cure such failure within fifteen (15) business days after receiving written notice of such failure from Seller, and provided that Buyer's failure to make the Option Payment was not subsequent to, or the result of, a default, breach or fraud by Seller, this Agreement shall terminate and Seller shall retain the Option Payments made by Buyer. The Option Payments shall be the consideration for the grant of the Option and Seller's commitments herein and, except in the event of a Seller default or as expressly provided otherwise herein, shall be non-refundable. If the Closing (as defined below) fails to occur under this Agreement as a result of Buyer's breach of this Agreement, the portion of the Option Payments delivered as of such date shall be Seller's liquidated damages hereunder. In the event that Seller defaults or breaches any of its obligations or agreements, or a Seller representation or warranty ceases to be true, under this Agreement, and either (i) Buyer elects not to exercise the Option due to such default, breach or failure or (ii) the Closing fails to occur due to such default, breach or failure, then in addition to Buyer's other remedies at law or equity, Seller shall be liable to Buyer for all of the Option Payments made by Buyer to Seller hereunder and for all of Buyer's expenses incurred in connection with due diligence, entitlement and development efforts pertaining to the Property.

2.5. **Option Exercise and Termination.** Buyer shall have the right to exercise the Option and purchase the Property at any time during the Option Term. Buyer shall also have the right to terminate this Agreement at any time, in which event Seller shall retain the payments tendered pursuant to any part of this Section 2 prior to the date of termination, except for those deemed refundable as set forth in Section 2.2 above.

3. **Purchase Price.** In the event Buyer elects to exercise its Option to purchase the Property, Buyer shall pay as consideration for the Property the amount of one million five hundred and eighty thousand dollars (\$1,580,000) for the Property (in either case, the "**Purchase Price**"), less the amount of any Option Price installments paid to Seller prior to such date, which shall be credited against the Purchase Price. Buyer shall pay the Purchase Price (less the credited Option Payments) to Seller at the Closing by electronic transfer or other immediately available funds.

4. **Exercise of Option.**

4.1. **Exercise of Option.** Buyer shall have the right to exercise the Option to acquire the Property by delivering a written notice (an "**Option Exercise Notice**") to Seller setting

forth its election to exercise the Option during the Option Term, including any surveyor's determination of the acreage thereof if Buyer has elected to have the Property surveyed. The Option Exercise Notice shall designate the Closing Date for the acquisition of the Property. The Closing Date shall be as set by Buyer in its Option Exercise Notice, but shall be no later than ninety (90) days following the date of the Option Exercise Notice unless otherwise agreed by both Parties.

4.2. **Purchase and Sale upon Option Exercise.** In the event Buyer exercises the Option, then subject to the terms and conditions set forth herein, on the Closing Date set forth in the Option Exercise Notice, (a) Buyer shall purchase the Property from Seller in exchange for the Purchase Price, and (b) Seller shall transfer and convey ownership of the Property to Buyer.

## 5. **Due Diligence.**

5.1. **Due Diligence Access to the Property.** Throughout the Option Term, Buyer and Buyer's agents, employees, contractors and invitees (collectively, "**Buyer's Agents**") shall have reasonable access to the Property for the purposes of Buyer's due diligence investigation of the Property ("**Due Diligence Investigation**"), which may include, without limitation, the rights to (i) conduct such tests, surveys, studies and other investigations as Buyer may deem appropriate and (ii) seek such conditional use permit(s) and other permits and entitlements as Buyer determines to be necessary in connection with its proposed use of the Property. To assist Buyer's Due Diligence Investigation, within five (5) business days after the Effective Date, Seller shall provide Buyer all documents related to the Property in Seller's possession and/or in Seller's reasonable control, including, but not limited to, legible copies of any unrecorded leases, liens or other agreements that encumber the Property, any title reports or title policies, environmental site assessments and any other documentation and reports that are material to evaluating the status of title and the environmental condition of the Property (including the presence or Release of Hazardous Materials at or from the Property). Such right of entry shall include the right to undertake a Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment if recommended by Buyer's Phase I Environmental Site Assessments or if otherwise determined to be prudent by Buyer in Buyer's sole and absolute discretion (collectively, the "**Buyer's Environmental Site Assessments**"). In addition, Buyer shall have the right to conduct test pile driving at multiple locations, potholing to confirm pipeline locations in multiple locations (if necessary), and excavation of test pits to determine soil type/geotechnical conditions.

5.2. **Indemnities.** Buyer agrees to indemnify Seller against any claims, losses, liabilities, injuries or damages to real or tangible property or persons that arise out of the activities of Buyer or Buyer's Agents on the Property during the Feasibility Period and the Option Term, including reasonable attorney's fees and court costs, except to the extent caused by the negligence or willful misconduct of Seller or its agents or employees. Buyer and Seller each represent to the other that no brokers are involved in this purchase and sale and that no commission is due.

### 5.3. **Status of Title.**

5.3.1 **Preliminary Title Report.** Buyer shall obtain a preliminary title report or title commitment covering the Property ("**Preliminary Title Report**") from a title company or other title search firm selected by Buyer ("**Title Company**"). Buyer may, prior to

delivering an Option Exercise Notice, approve or disapprove any exceptions to title to the Property shown in the Preliminary Title Report and provide Seller with written notice thereof describing any objections with reasonable particularity (“Title Objection Notice”). Any title exceptions on the Preliminary Title Report not expressly disapproved in writing by Buyer in the Title Objection Notice other than Leases (as defined below) shall be “**Permitted Exceptions.**” Within ten (10) days after receipt of Buyer’s title objections, if any, Seller shall notify Buyer in writing whether Seller intends to remove such disapproved exception on or prior to the Closing Date. If Seller notifies Buyer that Seller intends to eliminate such disapproved exceptions, Seller shall remove such disapproved exceptions on or before the Closing Date. If Seller indicates to Buyer that Seller does not intend to remove one or more of such disapproved exceptions or if Seller fails to notify Buyer of its intent concerning the removal of such disapproved exceptions within such ten (10) day period, Buyer may elect to (i) not exercise its Option with respect to the Property, or (ii) purchase the Property pursuant to this Agreement subject to such disapproved exceptions not to be so removed by Seller, in which event such exceptions shall become Permitted Exceptions. Seller shall use reasonable efforts to cure any title matters it agrees to remove or is deemed to have agreed to remove pursuant to the above.

5.3.2 **Liens and Encumbrances.** During the Option Term, Seller shall not place or allow any encumbrances or liens on the Property that will survive as to the Property beyond the Closing.

5.3.3 **Leases.** If there are any leases (including, without limitation, any farm leases or oil, gas or mineral leases) that grant a lessee any rights with respect to the surface of the Property that do not expire by their express terms prior to the end of the Feasibility Period (collectively, “**Leases**”), Seller shall prior to the expiration of the Feasibility Period amend any such Leases: (i) to provide that the Leases shall expire by the expiration of the Feasibility Period or be terminable from and after such date by the lessor (without any payment obligation) upon thirty (30) days written notice from the lessor to the lessee thereunder, or (ii) to eliminate any surface rights to the Property by the end of the Feasibility Period. During the Option Term, Seller shall not enter into or amend any Leases in a manner that grants rights to the subsurface or the surface of the Property.

## 6. **Conditions Precedent.**

6.1. **Buyer’s Conditions.** Buyer’s obligation to complete the Closing of the Property after delivery of an Option Exercise Notice is subject to the following conditions:

6.1.1 **Title Policy.** The Title Company or other title company approved by Buyer in writing shall be irrevocably committed to deliver to Buyer an ALTA Owner’s Policy of title insurance for the Property (“**Title Policy**”), together with such endorsements as may be requested by Buyer and subject only to the Permitted Exceptions. Seller shall reasonably cooperate and execute such forms and affidavits as may be reasonably required by the Title Company to facilitate issuance of the Title Policy. If, in connection with Seller providing such forms and affidavits, the Title Company raises any new title exceptions or survey matters, Buyer and Seller shall have the same rights and obligations with respect to such new exceptions or matters as apply to Buyer’s initial review of title encumbrances under Section 5.3 above. If Buyer approves or is

deemed to approve any new exceptions, then the same shall become Permitted Exceptions, and the Title Policy shall include such new exception(s).

6.1.2 **Covenants.** Seller having performed in all material respects Seller's obligations under this Agreement.

6.1.3 **Representations and Warranties.** The representations and warranties of Seller set forth in Section 8 being true and accurate in all material respects on the Closing Date, as if made on such date.

6.1.4 **No Material Adverse Change.** There shall have been no material adverse change in the condition of the Property between the Option Exercise Date and the Closing Date.

6.2. **Seller's Conditions.** Seller's obligation under this Agreement to complete the Closing of the Property after delivery of an Option Exercise Notice is subject to the following conditions.

6.2.1 **Covenants.** Buyer having performed in all material respects Buyer's obligations under this Agreement.

6.2.2 **Option Exercise.** Buyer having exercised the Option with respect to the purchase of the Property in a timely manner.

6.2.3 A determination by the School Board that the Property is excess following public hearing and approval by the Prince William County Board of County Supervisors of retention of proceeds by the School Board as both are required by Virginia Code § 22.1-129.

6.3. **Compliance with Subdivision Laws.** Buyer's and Seller's respective obligations to complete the Closing contemplated by this Agreement shall be subject to the condition precedent (which is for the benefit of both parties and is not waivable by either party) that the Property may be sold on the scheduled Closing Date in compliance with all applicable subdivision laws and ordinances.

6.4. **Failure of Conditions.** If any of the conditions set forth in Sections 6.1, 6.2 or 6.3 are not timely satisfied or waived by the applicable party with respect to any Option Exercise Notice, and if such failure is not due to the default of either Buyer or Seller, then the obligation of Buyer and Seller to complete the Closing of the Property shall terminate and be of no further force or effect. In the event any failure of a closing condition is due to the default of either party under this Agreement, the provisions of Section 10 shall apply.

## 7. **Closing.**

7.1. **Time.** The closing of the purchase and sale of the Property pursuant to this Agreement ("**Closing**"), shall occur on the date designated in the Option Exercise Notice ("**Closing Date**"), or on such other date as is mutually agreed between the parties in writing.

7.2. **Seller's Deliveries.** At least five (5) business days in advance of the Closing Date designated in Buyer's Option Exercise Notice, Seller shall deliver the following to the Title Company for Closing:

7.2.1 A duly executed and acknowledged special warranty deed in the form attached as Exhibit C ("**Deed**") conveying good and marketable fee title to the Property to Buyer, subject only to the Permitted Exceptions;

7.2.2 A duly executed certificate of Seller stating that Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended ("**Non-Foreign Certificate**");

7.2.3 A customary mechanics lien and possession affidavit and indemnity;  
and

7.2.4 Such additional documents as may be necessary or desirable for conveyance of the Property in accordance with this Agreement, including, but not limited to, such affidavits, documents and escrow instructions as may be required by the Title Company to issue the Title Policy.

7.3. **Buyer's Deliveries.** Buyer shall deliver the following to the Title Company at Closing:

7.3.1 The Purchase Price for the Property, less the amount of any Option Payments previously paid by Buyer, plus or minus costs and proration as provided in Section 7.5 (the "**Net Purchase Price Proceeds**"); and

7.3.2 Such additional documents as may be necessary or desirable for conveyance of the Property in accordance with this Agreement, including such escrow instructions as may be required by the Title Company.

7.4. **Closing.** When the Title Company has received all deliveries identified in Sections 7.2 and 7.3, has received notification from Buyer and Seller that all conditions to Closing have been satisfied or waived, and the Title Company is irrevocably committed to issue the Title Policy, then, and only then, the Title Company shall:

7.4.1 Record the Deed;

7.4.2 Deliver the Net Purchase Price Proceeds to Seller;

7.4.3 Issue the Title Policy to Buyer; and

7.4.4 Deliver to Buyer (a) conformed copies (showing all recording information thereon) of the Deed; and (b) the Non-Foreign Certificate.

7.5. **Closing Costs and Prorations.** In connection with Closing, Seller shall pay the fees and costs of Seller's legal counsel, the grantor's tax on the Deed, the cost of removing any Monetary Liens from title, and the cost of eliminating any disapproved exceptions to be

removed by Seller pursuant to Section 5.3.1 above. In connection with Closing, Buyer shall pay Buyer's due diligence costs, the fees and costs of Buyer's legal counsel, all taxes, clerk's fees and other charges payable in connection with recording the Deed, excluding the grantor's tax, the title premium payable in connection with any title policy and any endorsements thereto obtained by Buyer, and the costs of any loan obtained by Buyer to finance the purchase. Each party will bear one-half (1/2) of the costs of escrow.

7.6. **Possession.** Seller shall deliver the Property to Buyer free and clear of any Leases and parties in possession on the Closing Date.

8. **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Buyer:

8.1. **Title.** Seller is the sole fee owner of the Property, including, without limitation, all water rights pertaining to the Property; provided, Seller is not making any representation or warranty regarding any mineral interests associated with the Property. There are no unrecorded leases, liens or other agreements in effect that are binding upon the Property. Seller has not granted or entered into any options, rights of first refusal, rights of first offer, offers to sell or agreements to purchase all or part of the Property other than with Buyer pursuant to this Agreement. Except as specifically disclosed in the Title Report, no parties are either in possession of any part of the Property or have any easement, license, lease or other right or interest relating to the use or possession of any part of the Property.

8.2. **Seller's Authority.** Seller has the unrestricted right and authority to enter into, execute and perform this Agreement and to grant to Buyer the rights granted hereunder. Each person signing this Agreement has the capacity to do so and all persons (including spouses) having any ownership or other right, title or interest in the Property are signing this Agreement. When signed by Seller, this Agreement constitutes a binding and valid agreement enforceable against Seller and the Property in accordance with its terms.

8.3. **No Violations or Defaults.** Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated in this Agreement, nor compliance by Seller with the terms and provisions of this Agreement will violate any of the terms or provisions of any instrument or obligation encumbering the Property and/or by which Seller is bound.

8.4. **Consents and Approvals.** No consents or approvals of, or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any other third party by Seller are necessary in connection with the execution, delivery and performance of this Agreement by Seller.

8.5. **No Violation of Law.** To Seller's actual knowledge, there are no violations of any statute, ordinance, regulation or administrative or judicial order, existing with respect to the Property.

8.6. **Environmental Matters.**

8.6.1 To Seller's actual knowledge, the ownership, use and operation of the Property is in material compliance with all applicable Environmental Laws, and no Environmental Liability has been asserted, filed, commenced, or in writing threatened against Seller in relation to the Property.

8.6.2 To Seller's actual knowledge, there are no facts or circumstances now or formerly in existence in relation to the Property that would be reasonably likely to result in Environmental Liabilities.

8.6.3 To Seller's actual knowledge, no Release or threatened Release of Hazardous Materials has occurred or is occurring at or from the Property for which Environmental Law requires (i) notice to any public or private entity or person, (ii) further investigation, or (iii) any form of response or action.

8.6.4 To Seller's actual knowledge there are no existing, pending or, to Seller's Knowledge, threatened Proceedings directed against the Seller in relation to the Property and arising under or related to Environmental Law.

8.6.5 As used in this Agreement, the following terms shall have the indicated meanings:

(a) **"Environmental Laws"** means all federal, state, and local administrative, civil and criminal laws, permits, regulations, rules, ordinances, codes, decrees, judgments, injunctions, directives, or judicial or administrative orders relating to, and all common law theories (at law or in equity) relating to, pollution, preservation, remediation or protection of the environment, natural resources or human health and safety, including, without limitation, those relating to Releases or threatened Releases (including, without limitation, Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport, disposal, recycling, reclamation, replacement or handling of Hazardous Materials.

(b) **"Environmental Liabilities"** means any direct, indirect, pending or threatened indebtedness, liability, claim, loss, damage, fine, penalty, cost, expense, deficiency or responsibility, whether known or unknown, arising under or relating to any Environmental Law, Environmental Permit, or Release, whether based on negligence, strict liability or otherwise, including, without limitation, costs and liabilities for investigation, removal, remediation, restoration, abatement, monitoring, personal injury, property damage, natural resource damages, court costs, and reasonable attorneys' fees.

(c) **"Environmental Permits"** means all licenses, consents, approvals, authorizations, permit, plans, variances, exemptions, and agreements required, issued or granted by any public or private entity or person pursuant to or in relation to Environmental Law or Releases of Hazardous Materials.

(d) **"Hazardous Materials"** means any pollutant, contaminant, petroleum or petroleum product, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste regulated under Environmental Laws.



(e) **“Losses”** means any claims, demands, damages, losses, liabilities, taxes (including disallowed, reduced, or deferred tax benefits (including Tax Benefits)), fines, costs, and expenses, including cost of experts and reasonable attorneys’ fees and disbursements.

(f) **“Release”** means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning or disposing into or through the environment of any Hazardous Material including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material.

8.7. Unless and until Closing has occurred, and except to the extent such liabilities are caused, contributed to, or exacerbated by Buyer, Buyer shall have no responsibility for Environmental Liabilities at the Property

8.8. AS-IS, WHERE-IS, Seller shall have no liability to Buyer with respect to any Environmental Liabilities with respect to the Property, nor the presence of any Hazardous Materials on the Property, nor any other condition of the Property. The Property is sold “as-is, where-is”, and the completion of closing shall be deemed to constitute Buyer’s acceptance of the Property in as-is condition at that time. Buyer’s sole remedy for the discovery of Environmental Liabilities, the presence of Hazardous Waste on the Property, or any other defects, is to terminate its option rights and to obtain a refund of any option payments, or in the alternative to accept the Property and waive all objections to Environmental Liabilities, the presence of Hazardous materials or any other defects.

8.9. **No Litigation or Condemnation.** There is no litigation threatened or pending respecting the ownership, possession, condition, use or operation of any portion of the Property. Seller has not received any notice of, and there are no pending, condemnation actions, nor does Seller have any knowledge of the same or of the threat of the same

9. **Seller’s Pre-Closing Covenants.** Seller shall comply with the covenants contained in this Section 9 from the Effective Date through the expiration of the Option Term with respect to the Property, unless Buyer consents otherwise in writing in its sole discretion.

9.1. **Contracts and Documents.** Seller shall not enter into or modify any agreement of any type affecting the operation or use of any portion of the Property that would survive the Closing Date as an obligation of Buyer or as an encumbrance on any portion of the Property.

9.2. **No Transfers.** During the Option Term, Seller shall not, other than in accordance with this Agreement, sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

10. **Default Remedies; Attorney’s Fees.** In the event either party defaults hereunder then the other party shall be entitled to pursue all remedies available at law or in equity with respect to such default, including, with respect to Buyer’s remedies, pursuit of specific performance of Seller’s obligations under this Agreement. In the event either party shall commence legal proceedings by reason of any such default or otherwise for the purpose of enforcing any provision or condition of this Agreement, then the successful party in such proceeding shall be entitled to

court costs and reasonable attorneys' fees to be determined by the court, together with court costs, reasonable attorneys' fees and litigation expenses incurred in connection with any appellate review of, and any proceeding to enforce a judgment in, such proceeding.

11. **Confidentiality.** Seller shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement.

12. **Notices.** All notices, requests and communications required or permitted by this Agreement shall be given in writing by commercial courier or overnight delivery services or first-class US mail, postage prepaid, return receipt requested, certified, addressed as follows:

:

If to Buyer:  
Michael Herbert  
Delorean Power LLC  
210 Wesmond Drive  
Alexandria, Virginia 2230  
[michaelherbert@deloreanpower.com](mailto:michaelherbert@deloreanpower.com)

With a copy (which shall not constitute notice without delivery to the address above) to:

Matthew L. Gooch  
Reisinger Gooch, PLC  
11 South 12th Street  
Richmond, Virginia 23219  
[matt@reisingergooch.com](mailto:matt@reisingergooch.com)

If to Seller:  
Prince William County School Board  
c/o Maureen Hannan, Supervisor, Land  
Acquisition and CIP Planning  
P.O. Box 389  
Manassas, VA 20108  
[Hannanma@pwcs.edu](mailto:Hannanma@pwcs.edu)

With copy(which shall not constitute notice without delivery to the address above) to:

Gifford R. Hampshire  
Blankingship & Keith, P.C.  
4020 University Drive, Suite 300  
Fairfax, VA 22030  
[ghampshire@bklawva.com](mailto:ghampshire@bklawva.com)

13. **Seller's Cooperation.** Throughout the Feasibility Period and the remainder of the Option Term, Seller shall cooperate with Buyer in Buyer's Due Diligence Investigation and Buyer's efforts to obtain any governmental approvals, permits or entitlements for the Property, at no cost to Seller, including, without limitation, Buyer's efforts to obtain any comprehensive plan amendment and/or complete any rezoning process required by Prince William County, Virginia for Buyer's contemplated use of the Property. Seller shall cooperate with Buyer to obtain a non-disturbance agreement, relocation agreement or other title curative agreement from any person or entity with a lien, encumbrance, mortgage, easement or other problematic exception to Seller's title to the Property, as requested by Buyer in order to facilitate development and financing of an energy storage project or projects on the Property. Seller shall also cooperate with Buyer and execute applications or other documents reasonably requested by Buyer in connection with any applications for governmental approvals, permits or entitlements and/or any subdivision of the Property. Buyer shall have no obligation to complete its entitlement/zoning process if Buyer elects not to proceed with the Option and may abandon that process at any time without liability to Seller related thereto. Seller hereby grants a limited power of attorney to Buyer to execute on Seller's behalf, as owners of the Property, any such applications to the extent that such applications directly relate to Buyer's proposed energy storage project(s) to be located on the Property and other property, and will execute such further written confirmations of such limited power of attorney as Buyer may reasonably request from time to time. During the Option Term, Seller shall not modify the Property in a manner that might interfere the construction of an energy storage project thereon.

14. **Effect of Option Agreement; Interest in Real Property.** This Agreement is given by Seller to Buyer as an option to purchase the Property and the parties intend that this Agreement creates a valid and present interest in the Property in favor of Buyer. Therefore, the Option shall be deemed an interest in and encumbrance upon the Property and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

15. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Buyer and Seller respecting its subject matter. Any agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties, is null and void. This Agreement shall not be modified or amended, except in a writing signed by both parties.

16. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective permitted representatives, successors and assigns. Neither party may assign or transfer its rights or obligations hereunder without the prior written consent of the non-transferring party, such consent to be withheld, conditioned, or delayed in the non-transferring party's sole discretion; provided that (i) Buyer shall have the right, without the consent of Seller, to assign its rights and obligations under this Agreement to any affiliate of Buyer, to any entity acquiring the interests in or substantially all the assets of Buyer and/or to any third party materially involved in development of the Property or providing financing to Buyer. Any transfer or assignment in violation of this section shall be void and of no effect.

17. **Survival.** The indemnity obligations of Buyer and Seller under this Agreement shall survive the termination or expiration hereof. This provision shall not be construed to modify the survival or expiration of any other provision of this Agreement.

18. **Governing Law; Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law rules.

19. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the Effective Date), and including the last day, unless the last day is a holiday or Saturday or Sunday, in which case the time shall be extended to the next business day. Time is of the essence under this Agreement.

20. **Memorandum.** Neither Seller nor Buyer shall record this Agreement in its entirety. Concurrently with the execution of this Agreement, the parties shall execute the form of Memorandum of Option attached hereto as Exhibit B (the “**Memorandum**”). Buyer shall be authorized to record the Memorandum in the Office of the Clerk of the Circuit Court of Prince William County, Virginia. In the event there is any error or inaccuracy in the legal description included on Exhibit A to the Memorandum that is recorded, Buyer is authorized to record a corrective Memorandum correcting the error in the legal description on Exhibit A.

21. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. PDF or facsimile counterparts shall be deemed originals.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SELLER:**

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

Date: \_\_\_\_, 2021

**BUYER:**

**DELOREAN POWER, LLC,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: Michael Herbert  
Title: Managing Partner

Date: \_\_\_\_, 2021

## Exhibit A

### Legal Description

7496-08-9964			13149 UNIVERSITY BLVD		
General Info	Notes	Map			

Property Information			
Account Number	260767	Property Address:	
Owner Name	PWC SCHOOL BOARD	13149 UNIVERSITY BLVD	
Owner Address	PO BOX 389	BRISTOW VA 20136	
	MANASSAS VA 20108		
Use Code	971 Vacant Land		
Description			
PCL A2A			
Assessment Info		2021 Assessment	
Neighborhood	07010 Public Use	Land - Market Value	\$399,900
Fire House	05 - Gainesville	Land - Use Value	\$0
Special District		Impr - Market Value	\$0
Zoning	Heavy Industrial	Total - Market Value	\$399,900
Acres	3.0600		



**Exhibit B**

**[Form of Memorandum of Option]**

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Tax Map/Parcel Nos. 7496-08-9964

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THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

**Note to Clerk: The consideration given for the option described in  
this memorandum is \$35,000.**

**MEMORANDUM OF OPTION**

THIS MEMORANDUM OF OPTION (“**Memorandum**”) is made and entered into effective as of \_\_\_\_\_, 2021 (“**Effective Date**”), between the Prince William County School Board (collectively, “**Seller**”), whose address is PO Box 389 Manassas, VA 20108, and Delorean Power, a Delaware limited liability company (“**Buyer**”), whose address is 210 Wesmond Dr. Alexandria, VA 22305.

**RECITALS**

A. Seller owns certain real property, referred to as Tax Parcel or Map Nos 7496-08-9964, situated in Gainesville, Virginia, and more particularly described on Exhibit A attached hereto and incorporated herein (the “**Seller Parcel**”).

B. Seller and Buyer have entered into that certain unrecorded Option and Purchase Agreement, dated effective as of the Effective Date (the “**Agreement**”), pursuant to which Seller has granted an option to Buyer to purchase the Seller Parcel, together with any and all rights in or to any improvements or fixtures located thereon, including any easements, appurtenances, surface rights, or hereditaments benefiting the Seller Parcel and all water, water rights allocations and riparian rights, caliche, gravel, oil, gas, hydrocarbons and other mineral interests of Seller, if any, associated with the Seller Parcel (the Seller Parcel, together with all of the foregoing, collectively, the “**Property**”), all upon the terms and conditions as set forth in the Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

C. The consideration paid or to be paid for the option set forth in the Agreement is \$35,000.

D. Seller and Buyer desire to execute this Memorandum and cause the same to be recorded in the Office of the Clerk of the Circuit Court of Prince William County, Virginia for the purpose of memorializing the Agreement and to provide third parties with notice of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby acknowledge and agree as follows:

1. **Grant of Option.** Seller hereby grants to Buyer an exclusive option (the “**Option**”) to purchase the Property from Seller upon the terms and conditions set forth in the Agreement, which may be exercised until the Option Term has expired.

2. **Exercise of Option.** Should Buyer timely and properly exercise the Option as set forth in the Agreement, Buyer shall purchase from Seller, and Seller shall sell to Buyer, all of Seller’s interests in the Property, for the price computed pursuant to the method set forth in the Agreement and upon other terms and conditions set forth in the Agreement.

3. **Option Term.** The option term shall be for a period of three years (the “Option Term”), commencing on the Effective Date, and be subject to the milestone payments established in the Agreement.

4. **No Transfers/Lease Limitations.** During the Option Term, Seller shall not, other than in accordance with the Agreement, sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so. During the Option Term, Seller shall not enter into or amend any Leases in a manner which grants rights to the surface or below the surface of the Property.

5. **Notices.** All notices, requests and communications required or permitted by the Agreement shall be given in writing by commercial courier, electronic mail or overnight delivery services or first-class US mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Seller:

If to Buyer:

Michael Herbert

Delorean Power LLC

210 Wesmond Drive

Alexandria, Virginia 2230

[michaelherbert@deloreanpower.com](mailto:michaelherbert@deloreanpower.com)



6. **Recording.** The parties agree that this Memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Prince William County, Virginia. In the event there is any error or inaccuracy in the legal description included on **Exhibit A** to this Memorandum, Buyer is authorized to record a corrective Memorandum correcting the error in the legal description on **Exhibit A**.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Memorandum to physically form one document.

8. **Purpose.** The sole purpose of this Memorandum is to give notice of the Agreement and all of its terms, covenant and conditions to the same extent as if the Agreement were fully set forth herein, and this Memorandum is subject to all of the terms, conditions and provisions of the Agreement. In the event of any conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

*[Signature pages follow this page]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

**SELLER:**

\_\_\_\_\_

Date: \_\_\_\_\_, 2021

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Virginia )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**BUYER:**

**DELOREAN POWER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Michael Herbert  
Title: Managing Partner

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Commonwealth of Virginia                    )  
County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## Exhibit A to Memorandum of Option

### Legal Description

7496-08-9964			13149 UNIVERSITY BLVD		
General Info	Notes	Map			

Property Information			
Account Number	260767	Property Address:	
Owner Name	PWC SCHOOL BOARD	13149 UNIVERSITY BLVD	
Owner Address	PO BOX 389	BRISTOW VA 20136	
Use Code	MANASSAS VA 20108		
	971 Vacant Land		
Description			
PCL A2A			
Assessment Info		2021 Assessment	
Neighborhood	07010 Public Use	Land - Market Value	\$399,900
Fire House	05 - Gainesville	Land - Use Value	\$0
Special District		Impr - Market Value	\$0
Zoning	Heavy Industrial	Total - Market Value	\$399,900
Acres	3.0600		



**Exhibit C**

**[Form of Deed]**

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Tax Parcel or Map Nos. \_\_\_\_\_  
Consideration: \$ \_\_\_\_\_  
Assessed Value: \$ \_\_\_\_\_

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

**DEED OF BARGAIN AND SALE**

This deed, made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between  
[ \_\_\_\_\_ ] (the "Grantor"), and [ \_\_\_\_\_ ] (the  
"Grantee"), whose address is [ \_\_\_\_\_ ], provides as follows:

**WITNESSETH:**

THAT for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) cash in  
hand paid, the receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby  
grant, bargain, sell and convey with SPECIAL WARRANTY and ENGLISH COVENANTS OF  
TITLE to the Grantee the real estate described on Exhibit A attached hereto, together with any  
and all improvements thereon and all appurtenances thereto (the "Real Estate");

PROVIDED, HOWEVER, THAT the Real Estate is conveyed subject to all easements,  
conditions, restrictions and agreements of record that lawfully apply to the Real Estate or any  
part thereof and to the lien(s) for real estate taxes not yet due and payable.

*[signature page and legal description follow]*

IN WITNESS WHEREOF, this deed has been executed on behalf of the undersigned as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

\_\_\_\_\_

**ACKNOWLEDGMENTS**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Commonwealth of Virginia                    )  
County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**[LEGAL DESCRIPTION TO BE INSERTED]**