

**After Recording Return To:**

Maximilien Weber, Esq.  
NextEra Energy Resources, LLC  
700 Universe Boulevard, LAW/JB  
Juno Beach, FL 33408  
561-304-6941

Seller: Sierra Pacific Real Estate, LLC, a Delaware limited liability company

Purchaser: Boulevard Associates, LLC, a Delaware limited liability company

Legal Description (abbreviated): Lot 1 of Sierra Pacific Binding Site Plan PL 08-0315, said parcel is a portion of W/2NE/4, Sec 9-T34N-R3E

Full Legal Found on Page: 5

Tax Parcel No.: 8084-000-001-0000

**AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT AND**  
**MEMORANDUM OF REAL ESTATE OPTION AGREEMENT**

This AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT AND MEMORANDUM OF REAL ESTATE OPTION AGREEMENT ("**Amendment**") is made as of the 6 day of June, 2024 ("**Amendment Effective Date**") by and between Sierra Pacific Real Estate, LLC, a Delaware limited liability company, whose address is P.O. Box 496014, Redding, CA 96049 ("**Seller**"), and Boulevard Associates, LLC, a Delaware limited liability company, whose address is 700 Universe Boulevard, Juno Beach, FL 33408 ("**Purchaser**"). Seller and Purchaser shall be referred to herein individually as "**Party**" and collectively as "**Parties**".

WHEREAS, Spire, LLC, a California limited liability company ("**Prior Seller**"), as predecessor-in-interest to Seller, and Purchaser entered into that certain Real Estate Purchase Option Agreement dated as of June 4, 2021 (the "**Purchase Option**"), as evidenced by that certain Memorandum of Real Estate Option Agreement of even date, recorded on June 13, 2023, as Document No. 202306130007 in the Office of the County Recorder for Skagit County, Washington (the "**Memorandum**", collectively with the Purchase Option, the "**Agreement**"), by which Seller granted to Purchaser an exclusive right and option ("**Option**") to purchase from

Seller that certain real property located in Skagit County, Washington more particularly described on **Exhibit A** attached to the Agreement ("**Property**");

WHEREAS, Prior Seller conveyed to Seller all of its right, title, and interest in and to the Property pursuant to that certain Quit Claim Deed dated as of August 2, 2023, and recorded on August 22, 2023, as Document No. 202308220040 in the Office of the County Recorder for Skagit County, Washington;

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is mutually agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference. All initially capitalized terms not otherwise defined in this Amendment shall have the same meaning ascribed to such terms in the Agreement.

2. **Duration of Option.** The expiration of the Option Term (as defined in the Agreement) is hereby extended until 11:59 pm ET on October 25, 2026.

3. **Option Fee.** The Option Fee as defined in Section 3 of the Purchase Option is hereby amended as set forth in the attached confidential Compensation Agreement. In the event of a conflict between the terms of the Agreement and those of the attached Compensation Agreement, the terms of the attached Compensation Agreement will control. The Parties acknowledge and agree that the attached Compensation Agreement will not be included with this Amendment when it is recorded with the County recorder, and that so removing the attached Compensation Agreement prior to recording is intentional and does not in any way affect the validity or enforceability of this Amendment.

4. **Authority.** Seller hereby represents and warrants to Purchaser that it owns the Property in fee simple and is fully authorized and empowered to grant the rights and benefits granted to Purchaser in this Amendment without the joinder or consent of any other party.

5. **Remaining Terms.** In the event of a conflict between the terms of this Amendment and those of the Agreement, the terms of this Amendment will control. All of the terms, conditions, and provisions of the Agreement not specifically amended herein shall remain in full force and effect.

6. **Counterpart.** This Amendment may be executed simultaneously or in multiple counterparts, each of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the Parties on the date written below.

**Seller:**

Sierra Pacific Real Estate, LLC,  
a Delaware limited liability company

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

M. D. Emmerson, Chief Financial Officer

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 CALIFORNIA )

COUNTY OF SHASTA )

On 5/29, 2024, before me, TIRZAH CHASE,  
Notary Public in and for said County and State, personally appeared M. D. Emmerson,  
personally known to me (or 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 State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature  
[Notarial Seal]




**Purchaser**

Boulevard Associates, LLC,  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me **by means of** ☒ **physical presence or**  
☐ **online notarization**, this 6 day of June, 2024 by Anthony  
Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company,  
on behalf of the company, who is personally known to me or has produced a driver's license as  
identification.

(notary seal)   
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires: 2-21-25



**EXHIBIT A****Legal Description of Property**

Lot 1 of Sierra Pacific Binding Site Plan PL 08-0315 approved November 16, 2009 and recorded November 16, 2009 as Skagit County Auditor's File No. 200911160068, said Parcel is a Portion of the West Half of the Northeast Quarter of Section 9, Township 34 North Range 3 East of the W.M., Skagit County, Washington.

APN: 8084-000-001-0000

QLA ID: 24447/±12 acres  
Original Agreement No.: 1352850