

After Recording Mail to:

Husch Blackwell LLP
Attn: Tina Chamblee
4801 Main Street, Suite 1000
Kansas City, MO 64112

Document Title:
First Amendment to Memorandum of Real Estate Purchase Option Agreement
Reference Number of Document Assigned or Released:
Real Estate Purchase Option Agreement dated May 2nd 2023, recorded December 5, 2024, in the real property records of Skagit County, Washington as Instrument Number 202412050106.
Grantor: John F. Grinder and Stephanie M. Grinder, a married couple
Grantee:
Goldfinch Energy Storage, LLC, a Delaware limited liability company Goldeneye Battery Storage LLC, a Delaware limited liability company
Abbreviated Legal Description (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.):
Pt. SW/4 NW/4 S20-T35-R5 EWM
Assessor's Property Tax Parcel/Account Number: P40030; 350520-2-006-0000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

THIS FIRST AMENDMENT TO MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (“First Amendment to Memorandum”) is entered into this 14th day of November, 2025, by and between John F. Grinder and Stephanie M. Grinder, a married couple (“**Owner**”), and Goldeneye Energy Storage LLC, a Delaware limited liability company (“**Developer**”), successor-in-interest to Goldfinch Energy Storage, LLC, a Delaware limited liability company (“**Original Developer**”). Owner and Developer are referred to individually as “**Party**” and are collectively referred to as “**Parties**”. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Option Agreement (as defined below).

1. Owner and Original Developer entered into that certain Real Estate Purchase Option Agreement (“**Option Agreement**”) dated May 2, 2023 (“**Effective Date**”), whereby Owner granted to Original Developer an irrevocable, exclusive and absolute right and option to purchase the Property, together with all easements, rights, rights-of-way and appurtenances thereto, subject to the terms and conditions of the Option Agreement, as memorialized by that certain Memorandum of Real Estate Purchase Option Agreement recorded on December 5, 2024 in the real property records of Skagit County, Washington as Instrument Number 202412050106 (the “**Original Memorandum**”).

2. Developer, as successor-in-interest to Original Developer, and Owner amended the Option Agreement pursuant to that certain Amendment to Real Estate Purchase Option Agreement dated effective August 24, 2025 (the “**First Amendment to Option Agreement**”).

3. Consistent with the First Amendment to Option Agreement, Section 3 of the Original Memorandum is hereby deleted in its entirety and replaced with the following:

“Term: Commencing on the Effective Date and ending on September 14, 2027.”

4. The purpose of this First Amendment to Memorandum is to give record notice of the Option Agreement, as amended by the First Amendment to Option Agreement, and of the rights created thereby, all of which are hereby confirmed. This First Amendment to Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way to modify or otherwise affect any of the terms and conditions of the Option Agreement as amended by the First Amendment to Option Agreement, the terms of which are incorporated herein by reference. This instrument is subject to the terms, provisions and conditions of the Option Agreement, as amended. In the event of any inconsistency between the terms of the Option Agreement, as amended, and the Original Memorandum, as amended by this First Amendment to Memorandum, the terms of the Option Agreement, as amended, shall prevail. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

[Signatures and acknowledgments follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth below, but to be effective as of the date first written above.

OWNER:


John F. Grinder


Stephanie M. Grinder

State of Washington

County of SAN JUAN

I certify that I know or have satisfactory evidence that John F. Grinder and Stephanie M. Grinder, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/24/25

(Seal or stamp)




Signature

Notary Public

Title

My appointment expires: 11/3/26

DEVELOPER:

By:

Name:

Title:

STATE OF New York)

SS:

COUNTY OF New York)

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared before me Jim Evans, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14 day of November, 2025.

Name:

County of Residence

My Commission Expires:

TARIO KYLE GEORGE
NOTARY PUBLIC-STATE OF NEW YORK
 No. 01GE0001572
 Qualified in Kings County
 Certificate Filed in New York and Queens County
 My Commission Expires 02-15-2027