

Exhibit “3”

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RACHEL ALDANA
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PET
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TRP INTERNATIONAL, INC.

FIFTH DISTRICT COURT

NYE COUNTY, NEVADA

TRP INTERNATIONAL, INC., a foreign
corporation,

Petitioner,

v.

PROIMTU MMI LLC, a Nevada limited liability
company,

Respondent.

Case No.: CV 36431
Dept.: 1

PETITION TO EXPUNGE LIEN

**ARBITRATION EXEMPT: Affects Title to
Real Property**

COMES NOW, Plaintiff TRP INTERNATIONAL, INC. ("TRP"), by and through their
attorneys of record, the law firm of PINTAR ALBISTON LLP and brings this Petition to Expunge
Lien. This Petition is based upon NRS Chapter 108, the attached affidavit, pleadings and papers on
file herein, and the oral argument of counsel during the hearing on this matter.

POINTS AND AUTHORITIES

I. FACTS

TRP is a company based in Spain that constructs solar projects. It entered into a contract with
the prime contractor, Cobra Thermosolar Plants, Inc. ("Cobra"), to fabricate and erect heliostats on a
solar project in Tonopah, Nevada, known as the Crescent Dunes Thermosolar Plant (the "Project").
Inturn, TRP and Respondent PROIMTU MMI LLC ("Proimtu"), both licensed contractors in the

1 state of Nevada, entered into a contract for heliostat assembly and field erection¹ TRP is referred to
2 as the Contractor and Proimtu is referred to as the Subcontractor, in the Contract, with the scope of
3 work included the following:

- 4 - Monitoring of the procedure to assemble heliostats;
- 5 - Monitoring of all documentary and procedural requirements of the Owner;
- 6 - Installation of 10,375 heliostats;
- 7 - Establish and incorporate shifts for working staff needed to produce 400 heliostats a
8 week;
- 9 - Meet calibrations according to specifications;
- 10 - Establish procedures for quality control;
- 11 - Transport heliostats from the assembly line to the erection on site;
- 12 - Prepare procedures for pedestal and heliostat erection;
- 13 - Provide all equipment to perform the work in the scope of the contract;
- 14 - Final leveling and alignment of heliostats;
- 15 - Re-galvanization of damaged items during the scope of the work;
- 16 - Preparation of required Environmental Management Reports;
- 17 - Implementation of temporary facilities for OSHA requirements for health and safety of
18 the subcontractor;
- 19 - Providing exterior lighting as necessary;
- 20 - Wage requirements in compliance with Davis Bacon Act.

21 The relationship between TRP and Proimtu was unmistakably one of contractor and
22 subcontractor. Ultimately, a dispute arose between TRP and Proimtu, with Proimtu making demands
23 for additional payment beyond the contractual amount.² TRP refused to pay the additional sums
24 demanded by Proimtu, although the parties are negotiating in Spain, the home country of both
25 parties, to resolve this dispute. Due to the dispute for payment, Proimtu subsequently recorded an
26 mechanics lien (the "Lien") in the amount of \$2,357,977 against the real property more commonly

27 _____
28 ¹ See Contract, attached hereto as Exhibit 1.

² See Correspondence attached hereto as Exhibit 2.

known as APN Nos. 012-141-01, 012-151-01, 612-141-01, 012-031-04, 012-131-03 and 012-131-04, in Nye County (the "Real Property").³ The Lien was recorded on November 12, 2014.

TRP argues that the Lien is invalid and should be expunged as Proimtu has failed to comply with mandatory statutory requirements for a valid lien by failing to serve a notice of right to lien pursuant to NRS 108.245.. The Lien has caused payments owed to TRP to be suspended from the prime contractor, In addition, TRP and Proimtu entered into a liquidation agreement to settle all outstanding claims by Proimtu.⁴ Therefore, TRP respectfully requests that the Court set a hearing to hear arguments on expunging the Lien.

II. LEGAL ARGUMENT

A. Pursuant to NRS 108.2275, TRP Requests and Order to Set a Hearing to Expunge the Lien

NRS Chapter 108 is the governing authority for the Court to make a determination of the validity of the recorded Lien of Proimtu.

NRS 108.2275 provides the provisions for the release of frivolous or excessive liens:

1. The debtor of the lien claimant or a party in interest in the property subject to the notice of lien who believes the notice of lien is frivolous and was made without reasonable cause, or that the amount of the notice of lien is excessive, may apply by Petition to the district court for the county where the property or some part thereof is located for an order directing the lien claimant to appear before the court to show cause why the relief requested should not be granted.

2. The Petition must:

(a) Set forth in detail the legal and factual grounds upon which relief is requested; and

(b) Be supported by:

(1) A notarized affidavit signed by the applicant setting forth a concise statement of the facts upon which the Petition is based; and

(2) Documentary evidence in support of the affidavit, if any.

3. If the court issues an order for a hearing, the applicant shall serve notice of the application and order of the court on the lien claimant within 3 days after the court issues the order. The court shall conduct the hearing within not less than 15 days or more than 30 days after the court issues the order for a hearing.

4. The order for a hearing must include a statement that if the lien claimant fails to appear at the time and place noted, the notice of lien will be released with prejudice and the lien claimant will be ordered to pay the reasonable costs the

³ See Mechanic's Lien attached hereto as Exhibit 3.

⁴ See Exhibit 4.

1 applicant incurs in bringing the Petition, including reasonable attorney's fees.

2 5. If, at the time the application is filed, an action to foreclose the notice
3 of lien has not been filed, the clerk of the court shall assign a number to the
4 application and obtain from the applicant a filing fee of \$85. If an action has been
5 filed to foreclose the notice of lien before the application was filed pursuant to this
6 section, the application must be made a part of the action to foreclose the notice of
7 lien.

8 6. If, after a hearing on the matter, the court determines that:

9 (a) The notice of lien is frivolous and was made without reasonable cause,
10 the court shall make an order releasing the lien and awarding costs and reasonable
11 attorney's fees to the applicant for bringing the Petition.

12 (b) The amount of the notice of lien is excessive, the court may make an
13 order reducing the notice of lien to an amount deemed appropriate by the court and
14 awarding costs and reasonable attorney's fees to the applicant for bringing the
15 Petition.

16 (c) The notice of lien is not frivolous and was made with reasonable cause
17 or that the amount of the notice of lien is not excessive, the court shall make an order
18 awarding costs and reasonable attorney's fees to the lien claimant for defending the
19 Petition.

20 7. Proceedings conducted pursuant to this section do not affect any other
21 rights and remedies otherwise available to the parties.

22 8. An appeal may be taken from an order made pursuant to subsection 6.
23 A stay may not be granted if the district court does not release the lien pursuant to
24 subsection 6.

25 9. If an order releasing or reducing a notice of lien is entered by the
26 court, and the order is not stayed, the applicant may, within 5 days after the order is
27 entered, record a certified copy of the order in the office of the county recorder of the
28 county where the property or some part thereof is located. The recording of a certified
copy of the order releasing or reducing a notice of lien is notice to any interested
party that the notice of lien has been released or reduced.

Nevada Revised Statutes Chapter 108 provides the mandatory requirements to record a valid
mechanic's lien on real property. Proimtu has failed to comply with NRS 108.245 by failing to serve
a notice of right to lien. Therefore, pursuant to NRS 108.2275(3), TRP requests that the Court grant
an order to set this Petition to Expunge the Lien on for hearing.

**B. Proimtu has Failed to comply with NRS 108.245 and therefore does not have a
Valid Lien**

Nevada Revised Statutes Chapter 108 provides the mandatory requirements to record a valid
mechanic's lien on real property. Specifically, one of the mandates required to record a valid lien is
contained in NRS 108.245 which provides as follows:

1. Except as otherwise provided in subsection 5, **every lien claimant**, other
than one who performs only labor, who claims the benefit of NRS 108.221 to

1 108.246, inclusive, **shall**, at any time after the first delivery of material or
 2 performance of work or services under his contract, **deliver in person or by certified**
 3 **mail to the owner of the property a notice of right to lien** in substantially the
 following form:

4 . . .
 5 3. **No lien for materials or equipment furnished or for work or services**
 6 **performed**, except labor, may be perfected or enforced pursuant to NRS 108.221 to
 7 108.246, inclusive, **unless the notice has been given**.

8 4. The notice need not be verified, sworn to or acknowledged.

9 5. A prime contractor or other person who contracts directly with an owner or
 10 sells materials directly to an owner is not required to give notice pursuant to this
 11 section.

12 (emphasis added) In addition, NRS 108.2453 provides, in part, that, “[e]xcept as otherwise provided
 13 in NRS 108.221 to 108.246, inclusive, a person may not waive or modify a right, obligation or
 14 liability set forth in the provisions of NRS 108.221 to 108.246, inclusive.” Therefore, the mandate
 15 in NRS 108.245 to provide all owners with notice that their real property rights are subject to a
 16 mechanic’s lien cannot be waived by the lien claimant.

17 In this case, Proimtu meets none of the exceptions provided in NRS 108.245 that would
 18 excuse them from not providing a notice of right to lien. They clearly did not just provide labor. In
 19 fact, Proimtu was cited by the U.S. Department of Labor failing to pay their workers the appropriate
 20 wages as required by Federal law. Proimtu was classifying their workforce as laborers, when the
 21 workers were actually providing duties in skilled trades, such as ironworking, electrical work,
 22 painting and crane operation.⁵ for nor was there a direct contract with the owner, identified as
 23 Tonopah Solar Energy, LLC for the Project and the Bureau of Land Management for the real
 24 property. Therefore, the undisputed fact that Proimtu did not provide a notice of right to lien clearly
 25 and unequivocally invalidates its lien, which make it subject to expungement by this Court.

26 C. NRS Chapter 108 Requires Strict Compliance for a Valid Lien

27 “Because Nevada’s mechanic’s lien statutes are a product of legislative fiat, this Court has
 28 held that strict compliance with those statutes is necessary before a party is entitled to any benefits
 occasioned by their existence.”⁶ Commentators on mechanic’s lien law have almost universally
 agreed with this statement of the law. C.J.S. (Mechanics) § 102 (2009). *Id.* While there is some case

⁵ See VegasINC article, attached hereto as Exhibit 5.

⁶ *Fisher Bros., Inc. v. Harrah Realty Co.*, 92 Nev. 65, 67, 545 P.2d 203, 204 (1976) n6.

1 law to support that substantial compliance may suffice in certain circumstances, the Supreme Court
 2 of Nevada has stated that, "...we do not think that a notice of lien may be so liberally construed as to
 3 condone the total elimination of a specific requirement of the statute."⁷ "The general rule is that ...
 4 the failure to give a prelien notice is fatal."⁸

5 NRS Chapter 108 requires lien claimant to "...deliver in person or by certified mail to the
 6 owner of the property a notice of right to lien."⁹ Moreover, it specifically states that "[n]o lien ...
 7 may be perfected or enforced pursuant to NRS 108.221 to 108.246, inclusive, unless the notice has
 8 been given."¹⁰ The only exceptions to this notice requirement is when just labor is supplied, or in
 9 situations where the contractor contracts directly with an owner.¹¹

10 In this case, Proimtu has failed to comply entirely with NRS 108.245. It has failed to deliver
 11 in person or by certified mail to the owner of the property a notice of right to lien. NRS Chapter 108
 12 specifically state that "[n]o lien ... may be perfected or enforced pursuant to NRS 108.221 to
 13 108.246, inclusive, unless the notice has been given."¹² Proimtu has satisfied none of the
 14 exemptions. Therefore, its Lien is invalid and should be expunged.

15 **D. TRP is entitled to all Costs and Fees for bringing the Action to Expunge the**
 16 **Lien**

17 **NRS 108.2275(6) provides:**

18 If, after a hearing on the matter, the court determines that:

19 (a) The notice of lien is frivolous and was made without reasonable cause,
 20 the court shall make an order releasing the lien and awarding costs and reasonable
 attorney's fees to the applicant for bringing the Petition.

21 Therefore, should TRP prevail, then it respectfully request its attorney fees and costs incurred.

22 **III. CONCLUSION**

23 Plaintiff respectfully requests, pursuant to NRS 108.2275, that the mechanic's lien Proimtu
 24 wrongfully recorded against the Real Property be expunged for the following reasons:

25 _____
 26 ⁷ *Schofield v. Copeland Lumber Yards*, 101 Nev. 83, 84-85, 692 P.2d 519, 520 (1985)

27 ⁸ *In re Stanfield*, 6 B.R. 265, 268 (9th Cir. 1980).

28 ⁹ NRS 108.245(1)

¹⁰ NRS 108.245(3)

¹¹ NRS 108.245(6)

¹² NRS 108.245(3)

- 1 1. Promitu contracted with TRP to provide skilled work for heliostat erection on the Cresecent
- 2 Dunes Solar Project.
- 3 2. Proimtu recorded a lien without complying with NRS 108.245 by providing a notice of right
- 4 to lien.
- 5 3. No lien may be perfected or enforced unless the notice has been given.
- 6 4. Plaintiffs also request reasonable attorney fees and costs be awarded, pursuant to NRS
- 7 108.2275(6).
- 8

9 DATED: December 3, 2014.

PINTAR ALBISTON LLP

10
11 By: _____

12 Becky A. Pintar, Esq., NSB # 7867
13 Bryan L. Albiston, Esq., NSB # 12679
14 6053 S. Fort Apache Rd. #120
15 Las Vegas, Nevada 89148
16 Attorney for Petitioner TRP INTERNATIONAL, INC.
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AFFIDAVIT OF NEFTALI MUNOZ IN SUPPORT OF
PETITION TO EXPUNGE LIEN

I, Neftali Munoz, hereby affirm, testify and declare as follows:

1. I am the President of TRP International, Inc. ("TRP") in Nevada.

2. TRP's parent company is based in Spain and constructs solar projects.

3. TRP entered into a contract with the prime contractor, Cobra Thermosolar Plants, Inc. ("Cobra"), to fabricate and erect heliostats on a solar project in Tonopah, Nevada, known as the Crescent Dunes Thermosolar Plant (the "Project").

4. TRP and Defendant PROIMTU MMI LLC ("Proimtu"), both licensed contractors in the state of Nevada, entered into a contract for heliostat assembly and field erection. Attached hereto as Exhibit 1 is a true and correct copy of the Contract.

5. TRP is referred to as the Contractor and Proimtu is referred to as the Subcontractor, in the Contract, with the scope of work included the following:

- Monitoring of the procedure to assemble heliostats;
- Monitoring of all documentary and procedural requirements of the Owner;
- Installation of 10,375 heliostats;
- Establish and incorporate shifts for working staff needed to produce 400 heliostats a week;
- Meet calibrations according to specifications;
- Establish procedures for quality control;
- Transport heliostats from the assembly line to the erection on site;
- Prepare procedures for pedestal and heliostat erection;
- Provide all equipment to perform the work in the scope of the contract;
- Final leveling and alignment of heliostats;
- Re-galvanization of damaged items during the scope of the work;
- Preparation of required Environmental Management Reports;
- Implementation of temporary facilities for OSHA requirements for health and safety of the subcontractor;

- 1 1. Promitu contracted with TRP to provide skilled work for heliostat erection on the Crescent
- 2 Dunes Solar Project.
- 3 2. Proimtu recorded a lien without complying with NRS 108.245 by providing a notice of right
- 4 to lien.
- 5 3. No lien may be perfected or enforced unless the notice has been given.
- 6 4. Plaintiffs also request reasonable attorney fees and costs be awarded, pursuant to NRS
- 7 108.2275(6).
- 8

9 DATED: December 8, 2014.

PINTAR ALBISTON LLP

10
11 By: Becky A. Pinta
12 Becky A. Pinta, Esq., NSB # 7867
13 Bryan L. Albiston, Esq., NSB # 12679
14 6053 S. Fort Apache Rd. #120
15 Las Vegas, Nevada 89148
16 Attorney for Petitioner TRP INTERNATIONAL, INC.
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- Providing exterior lighting as necessary;
- Wage requirements in compliance with Davis Bacon Act.

6. The work provided by Proimtu included employees providing duties in skilled trades, such as ironworking, electrical work, painting and crane operation.

7. Ultimately, a dispute arose between TRP and Proimtu, with Proimtu making demands for additional payment beyond the contractual amount. Attached hereto as Exhibit 2 is a true and correct copy of the correspondence received from Proimtu related to the demand.

8. TRP refused to pay the additional sums demanded by Proimtu, although the parties are negotiating in Spain, the home country of both parties, to resolve this dispute.

9. Due to the dispute for payment, Proimtu subsequently recorded an mechanics lien (the "Lien") in the amount of \$2,357,977 against the real property more commonly known as APN Nos. 012-141-01, 012-151-01, 612-141-01, 012-031-04, 012-131-03 and 012-131-04, in Nye County (the "Real Property"). The Lien was recorded on November 12, 2014. Attached hereto as Exhibit 3 is a true and correct copy of the Lien.

10. The Lien has caused payments owed to TRP to be suspended from the prime contractor, Cobra.

11. In addition, TRP and Proimtu entered into a liquidation agreement to settle all outstanding claims by Proimtu. Attached hereto as Exhibit 4 is a true and correct copy of the Liquidation Agreement.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

NEFTALI MUNOZ

On December 5, 2014, before me, a notary public in and for Nevada, personally appeared Rebeca Martinez, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity and that by giving his/her signature on the instrument the person acted, executed the instrument.

Notary Public Ashwin M. Asher
My commission expires: 2-04-2015

SEE ATTACHMENTS



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 12.05.14 before me, Ashwin M. Asher, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

NEFTAL MANNA HARKERA

Name(s) of Signer(s)



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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APP. 1AUS

Document Date: 12.05.14 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____


RIGHT THUMBPRINT
OF SIGNER
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EXHIBIT 1

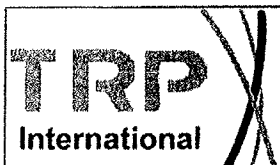
EXHIBIT 1

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HELIOSTAT ASSEMBLY AND FIELD ERECTRION		

TRP INTERNATIONAL has been awarded with the turn key contract for Assembly Line and Heliostat Erection for Crescent Dunes Thermosolar Plant, a Thermosolar Power Plant of 125 MW, Solar Power Plant in Nevada, United States.

TRP INTERNATIONAL is contracting "Heliostat assembly and field erection of heliostats" to PROIMTU MMI LLC.

TRP INTERNATIONAL (the CONTRACTOR) is ordering the present Contract to execute and complete the Works to PROIMTU MMI LLC. (the SUBCONTRACTOR), as part of the above Project and as hereafter detailed.

The parties conclude with this Contract on October 16 2012 (Awarding Date), by which the CONTRACTOR and the SUBCONTRACTOR agreed on the Execution of the Work "Heliostat Assembly and field erection" as it was stipulated in the documentation from the Request for Proposal and all the exchange information and meetings until the Awarding Date.

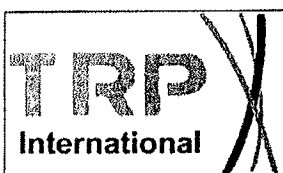
The SUBCONTRACTOR shall execute and complete such Works upon the terms and conditions hereafter:

1 DEFINITIONS

- The definitions used in this CONTRACT shall have the following meaning, meanwhile the wording in which they are used do not show specifically something different:

- OWNER:	- Means the company TonopahSolar Energy and its different authorized agents
- PRINCIPAL CONTRACT	- Contract signed between the owner and Cobra Thermosolar
- CONTRACTOR	- TRP International who award the present contract.
- SUBCONTRACTOR	- PROIMTU MMI LLC independent company whom TRP INTERNATIONAL has awarded the contract.
- CONTRACT:	- Means the present Supply Contract and the corresponding ANNEXES.
- PROJECT:	- Means the Electrical generation Plant Crecent Dunes Solar
- SITE:	- Means in general terms the boundaries of the thermosolar power plant installations. It is located in 10,7 gabbs pole line Tonopah,
- OFFER:	- Means the document prepared by the SUBCONTRACTOR and incorporated to this contract as ANNEX, which defines the technical description, characteristics and scope of works included in the SUPPLY.

2 SCOPE OF THE CONTRACT

	1137 S. Main St. Tonopah, NV 89049 EIN: 45-5312356 TEL.. (775) 482 1919	Page 5 of 44 Fecha _16/10/2012
HELIOSTAT ASSEMBLY AND FIELD ERECTRION		

The scope of work entails the execution of the **Erection of heliostat on site** in accordance with the terms of the present Contract and all of the documents and annexes contained therein, including the design, installation and permits of an assembly line on site, perform the assembly line to produce 80 heliostat per day until complete the whole Solar Field of 10.375 Heliostat, and Erect them on site.

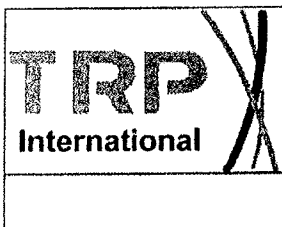
The scope described above covers the following works:

HELIOSTAT ASSEMBLY LINE

- Close monitoring of the procedure to assemble heliostats, according to the requirements issued by the client ..
- Monitoring of all documentary and procedural requirements required by the customer
- Care, maintenance and use of the tools provided to do the job ..
- Strictly following the procedures defined for the tasks, included as ANNEX by TRP for each point on the assembly line and the implementation of appropriate controls to ensure the proper execution of the work.
- Installation of 10,375 or heliostats heliostats at 80 days after the learning period to meet customer requirements.
- Comply with the quality requirements imposed by the client in the assembly of heliostats.
- Establish and incorporate shifts working staff needed to produce 400 heliostats a week, having also the possibility of increasing its resources to a production of 500 heliostats a week without any additional cost to TRP.
- Meet calibrations according to the specifications of the quality plan approved by the client. Using stations verification and calibration equipment needed for 100% of the heliostats within tolerances.
- Use of the means provided by the Contractor for quality control and traceability of heliostats mounted.

Heliostat and pedestals erection


- Transport from the assembly line to the final erection on site. Includes all equipment and lifts, vehicles and manpower needed to carry out the implementation on the foundation of the pedestals or heliostats corresponding
- Preparation and submission for approval of procedures by TRP pedestal and heliostat erection on field.

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HELIOSTAT ASSEMBLY AND FIELD ERECTRION		

- Providing tools, hand tools, jigs and other equipment of any kind to be established in the lifting procedure once approved by TRP to perform transport and lifting the heliostats on the site. This equipment must be in good condition for the implementation of the scope defined in this contract.
- Maintenance of all equipment according to the instructions of TRP
- Strict monitoring of lifting procedures, and generating reports and monitoring quality control to ensure the smooth implementation of the lifting.
- Final and perfect leveling and alignment of heliostat according to the specifications of COBRA.
- Adapt the resource needs to reach heliostats and pedestals erection to meet the requirement of 400 heliostats a week, with potential to increase to 500 heliostats a week at no additional cost to TRP.
- Previous verification of screws already in the solar field to confirm you have the correct position and verticality and that are on the side of tolerance
- Reporting quality control and production control applications to ensure the smooth implementation of the lifting.
- Final leveling and fit and alignment pedestals and heliostats according to specifications.
- Final reports Quality Control

As general issues the SUBCONTRACTOR has to take into account and is included in the scope:

- Re-Galvanization of damaged items during the course of the work if necessary.
- Preparation of Risk Assessment for the work required and must be approved by the contractor before the work begins.
- Preparation of Environmental Management Reports and waste required by the Customer. Strict monitoring of environmental management standards required by the client.
- Certificates of materials used if it is the case.
- Issuance of Certificates of Inspection of equipment that require own.
- Generation and contribution in a timely manner of the documentation required by the American authorities and the client on the recruits.
- Completion of Documents and Project Quality required.
- Implementation of temporary facilities as OSHA requirements and health and safety by the subcontractor.

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- Lights when necessary, work areas, exterior or interior and means to do so if outdoors. Excluding general vials, responsibility.
- All activities necessary to conduct the proper execution of the work according to the conditions, which are considered by the subcontractor are included.
- Contribution in case of personnel certificates in compliance with the operational requirements of the site, including:
- Wage Requirements as Davis Davis Bacon requirements as indicated in Annex 4.
- Delivery of the required data from DBA & STA indicated in Annex 4 regularly.

It is included in Annex I, a chart with technical clarifications included in the scope of the contract.

3 MODIFICATION OR EXTENSION OF THE SCOPE

Any modification or extension of the scope of the PROJECT requested by the CONTRACTOR shall be submitted to the SUBCONTRACTOR in writing and signed by the CONTRACTOR. The SUBCONTRACTOR shall submit to the CONTRACTOR a detailed offer with price and conditions of payment for this modification or extension and the consequences of the requested modification in relation with its schedule of works, date of delivery, terms of guarantee and technical specifications.

In case of acceptance, CONTRACTOR shall communicate in writing its decision to the SUBCONTRACTOR dully signed by CONTRACTOR. (In form of Change order, extension of the original contract or a new contract)

The price and the conditions of payment of this extensions or modifications shall be totally independent from those agreed in this CONTRACT. The effective date of these extensions or modifications of the CONTRAT shall be established in the offer submitted by the SUBCONTRACTOR.

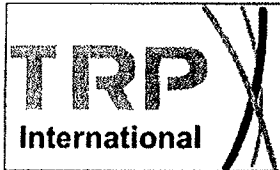
All the direct expenses strictly caused by these modifications or extensions shall be paid by the CONTRACTOR.

The total number of helistats assembled and erectes shll be changed in the client requests wo without any chage in the unit price.

4 CONTRACTUAL DOCUMENTS

Only the Contract Documents defined and listed and the attached Annexes List shall together constitute the Contractual Documentation between the CONTRACTOR and the SUBCONTRACTOR.

Contract Documents are bound together with this Contract and have been signed by the CONTRACTOR and the SUBCONTRACTOR:

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1.- The present document.

2.- annex i Technical Clarifications-Minutes of meeting March 30th 2012

3.- Annex ii Technical Documents

- Assembly in Plant (CDS-10-UWA-OIP-TMP-001_Rev. E)
- Solar Field Assembly (CDS-10-UWA-OIP-TMP-002_Rev. D)

4.-Annex III Commercial Documents

- General Purchasing Conditions CDS-COM-GPC-CPI-0001 General Purchasing Conditions USA Cobra
Thermosolar Plants
- Terms and conditions on site CDS-COM-GPC-CPI-0002 Terms and Condition on site works

5.-Annex IV Administration documents:

- Davis Bacon Act Requirements
- Sales Tax Abatement Requirements
- Documents SUBCONTRACTOR has to present with each invoice
- Documents SUBCONTRACTOR has to present with the sign of the present document.
- Documents to present with the provisional turnover.

6.-Annex V Plan of Development

- Wind Data

7.-Annex VI Permits & Plans:

- Construction Stormwater
- Groundwater Discharge
- Working Waterways
- Air Quality Class II
- Surface Area Disturbance
- Encroachment Permit

- Flood Damage Prevention Permit
- SWPP Plan
- SPCC Plan
- H&S Plan
- Lighting Plan
- Traffic Management Plan
- Waste Management Plan
- Hazardous Materials Program
- Facility Emergency Action Plan

8.-Annex VIII WEAP

9.-annex IX Subcontract Offer

In case of conflict between Contract Documents, the order of precedence shall be:

- First: This Contract
- Second: Its Annexes, prevailing Annex 1 over Annex 2, Annex 2 over Annex 3

5 SCHEDULE

The Work has to be done in order to fulfil the following contractual dates:

Contractual Dates		
1	Pedestal production start	5/11/2012
2	Samples validation on heliostat assembly line	09/11/2012
3	Heliostat production start	12/11 2012
4	Ramp up perio	3 de Diciembre 2012
5	End of heliostat assembly and field erection	30 de mayo 2013
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HELIOSTAT ASSEMBLY AND FIELD ERECTION

6 GUARANTEE VALUES

Warranties and requirements will be met for each heliostat assembled and therefore no mean values or complete lots will be accepted. The failure to comply with any technical requirement defined in the Technical specifications mentioned in the previous section, involves rejection of units and forces the Subcontractor to replace these units by new ones under contractual schedule at his own expenses.

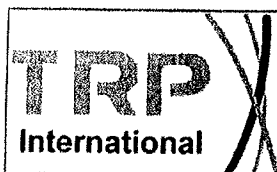
The Subcontractor will guarantee the following requirements in each step of the assembly line and solar field erection in case of the pedestal:

Description	Operation	Type	Value	Measurement point	Measurement system
Assembly reference surface	OP-E200 to OP-E800	Leveling	0.2 mrad	Interface with positioning tooling	Inclinometer
Torque tube functional verification	OP-E600	Torque between 0° and 100° and maximum clearance unalignment	Lower than defined values	Torque tube	Torque meter and linear probe
Assembly of trusses	OP-E800	Leveling	0.2 mrad	Trusses points	Inclinometer/Laser Tracker/ or equivalent
Canting	OP-E1100	Length/Distance	+/-0.02 inch	On the glazing of the facet at mooring points (4 points per facet)	Laser Radar/ Gantry Probes/ or equivalent
Pedestal leveling	OP-OC400	Leveling	+/-0.3 mrad (*)	Upper flange	Inclinometer / or equivalent

(*) Conditioned to adapt foundation bolts to fine coarse.

7 REQUESTED DOCUMENTATION TO SUBCONTRACTOR

Functional verification torque tube values (torque and clearance unalignment in excel format).

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Leveling values for each pedestal (in excel format), according to the final leveling procedure issued by the Contractor.

Traceability documentation per each heliostat.

8 UNIT PRICES AND QUANTITIES

The prices indicated shall be fixed and subject to no revision whatsoever for any reason within the period of execution of the Works covered by this Contract

Scope	Quantity	Unit Price	Total
Price by Heliostat assembled and erected on site.	10.375	843,00 \$/ud	8.746.125 USD

Eight million seven hundred and forty six thousand one hundred and twenty five US Dollars

The previous price incldes all the concepts, and taxes requied by local regulations for the execution of the works according to the scope of the contract. Since it is a servece It is not subject to Sales Tax in Nevada


The previous price includes up to a 5% of additional work that might have to be executed as consequence of rejections or reworks that be necessary during the execution of the activitiesassembly and erection activities.

In case of fulfillment of the stated work calendar and execution of works at full satisfaction of the Contractor, the previous amount will be increased jn a value of 253.875 dollars.

The price includes the expenses of Sales and USE TAX in the conditions reflectec in the agreement reached by the final clinet with Nevada State.

The final client (Cobra) will assume this cost only if COBRA Thermosolar Plant receives invoices clearly detailing and materials that the Supplier has obtained reduction SALES TAX, and provided the documentation required by the Department of energy to obtain and comply with the requirements. Otherwise the payment of these taxes will be the sole responsibility of the subcontractor. If COBRA or TRP incur any tax liability for reasons attributable to the subcontractor, the subcontractor TRP immediately reimburse the total cost thereof, including attorneys' fees, interest and penalties.

The prices indicated shall be fixed and subject to no revision whatsoever for any reason within the period of execution of the Works covered by this Contract, provided there are no modifications to the bases for the design, except for those permitted modifications indicated in the aforementioned Annex, not even as a result of official variations in the prices of materials or collective or specific labour agreements established subsequently by professional organisations or official bodies at the local, district or national level. The prices include, among other aspects, all direct and indirect costs, industrial profits, execution of all services lying

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within the Scope, supplies of materials, transportation as far as the point of delivery indicated in the Contract, preparation for transportation, any required staff deployment, use of manufacturing equipment as required, all insurance policies, withholding taxes, rights and expenses required, along with all levies, taxes, tariffs, charges and fees of any kind for the proper and satisfactory execution of the Scope by the SUBCONTRACTOR.

The SUBCONTRACTOR consequently assumes the entire economic risk based on any modification to the cost of the services and materials, assets and equipment involved in manufacture, transportation, levies, taxes, charges, social insurance payments, salary reviews or any others which may affect the Scope and which may arise for any reason, except where expressly provided otherwise in the Contract.

As long as there are no delays attributable to the subcontractor, the work will take place during the work schedule it has set. In case of delays attributable to the subcontractor, the Contractor may require Subcontractor development work for 24 hours 7 days a week, with no increase whatsoever in this case for weekend or night work.

9 OPTIONS

Additional Price per heliostat is stated in Clause 8.

10 PROJECT SCHEDULING AND ORGANIZATION

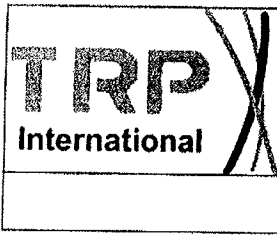
Scheduling

The SUBCONTRACTOR should divide the Contract's scope of work in work packages defined by equipment, systems, including parts and subsystems if these are considered critical, of important execution or highly difficult. There will be detailed planning for each work package which will serve as the base for defining and emitting the Program for Points of Inspection. The SUBCONTRACTOR should include the procedures presentation that supports the Project, detailed engineering, supply of material, manufacture and workshop testing, erection, inspections and tests.

The SUBCONTRACTOR will be responsible for preparation, follow-up and updated of the Project Schedule, using bar graphs, in which the different activities are represented. The SUBCONTRACTOR should present the work load that supports the proposed scheduling.

The following schedules must be presented in native format (Primavera Project Planner or Microsoft Project):

1. Summary Schedule, with bar graphs, which reflect the general scheduling of the significant activities that make up the Contract's scope of work, those conditions in the beginning as well as at the end by third parties and those Works that involve opening a new task, included in the CONTRACTOR's milestones schedule.
2. A general Schedule of priorities; development of the first which contains at least the activities described by the SUBCONTRACTOR and the milestones set by the CONTRACTOR.
3. This schedule will gather all of the necessary connections between activities whether for the physical configuration or because the same means are necessary for execution.

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4. Labor hours curves chart, classified as direct and indirect labour hours in the most significant specialties.
5. Monthly and accumulated production curves chart from the determining entries for the general advancement of the project.

Based on the contractual schedule, the SUBCONTRACTOR should present the CONTRACTOR:


- Detailed schedule, coordinated with the project's general schedule, in no more than 10 days from award in editable format.
- Also, throughout the works, the SUBCONTRACTOR must carry out :
 - o detailed schedules for specific tasks,
 - o an analysis of the schedules in light of work follow-up, etc., in coordination with the CONTRACTOR, keeping in mind the presence of other SUBCONTRACTORS on site,
 - o Detailed schedule with a bar graph within the first three days of each month
 - o Weekly schedule at the beginning of each week, including the activities scheduled and carried out the previous week and those scheduled for the current week as well as for the following week.

The CONTRACTOR's Construction Manager will establish the priorities in interphases with other SUBCONTRACTORS. The SUBCONTRACTOR will take the pertinent steps so that the work is carried out in accordance with the established schedule. If impact on the daily production of this decision is higher than the 10% the SUBCONTRACTOR will have the right to recover this extra-cost.

Organization of means

The SUBCONTRACTOR must present:

- Daily report including: List of equipments and tools that will be on job site for the Works of the bidding, indication technical characteristics and origin.
- Detailed description of the erection process, with proof, whenever necessary, of the special works.

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- Study of achievement levels, production and analysis of the repetitive work time, detailing the human and material means and foreseen workday.
- Technical and analytical studies of the subjects that the SUBCONTRACTOR considers timely including, when necessary, the origin of the material.

The SUBCONTRACTOR will coordinate and expedite all its SUBCONTRACTORS' work, resolving all possible problems that may come up among them. The SUBCONTRACTOR guarantees that all activities carried out are in accordance to the requirements fixed in the present specification.

The SUBCONTRACTOR must present within fifteen days, any subcontracte company operating within the scope of the present contact.

11 DOCUMENTATION REQUIRED FROM THE SUBCONTRACTOR

The SUBCONTRACTOR must comply with all manner of documentary requirements set out in the CONTRACT and all Annexes thereto.

The documentation required of the SUBCONTRACTOR in the CONTRACT is subject to approval by the CONTRACTOR, the SUBCONTRACTOR being required to meet the demands of said party under the terms of the CONTRACT

12 INVOICING AND FORM OF PAYMENT

Invoicing shall be performed as follows:

95% by monothly certifications closed on the 15th of each months accounting for the heliostats erectedf on the field.


5% upon final approval by the client of final quality documentation

Wrorks will vbe certified by heliostat assembled on field.

These sums to be invoiced shall at all times correspond to works actually executed and approved by the CONTRACTOR. To approve the works, SUBCONTRACTOR has to issue an application using a COBRA THERMOSOLAR PLANT template before than 20th of each calendar month. The application shall be done accumulated to origin of works and closed on the 15th of each month.

Five days after presenting the application, CONTRACTOR will approve or reject it. SUBCONTRACTOR will be allowed to invoice as soon as application has been approved.

Payments will be done meanwhile bank wire transfer, 90 days after the reception of the correspondent invoice by CONTRACTOR together with the approved application. Payments will be done the 25th of each month.

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By mutual agreement, may use billing and payment options that allow the discount of bills by the subcontractor.

Should any of invoices be incorrect or the documents attach to the invoice are incomplete and need to be returned to the SUBCONTRACTOR for modification, being the SUBCONTRACTOR's fault, the date of the new invoice will be that of the new issue.

Invoices shall be issued and mailed in original + three (3) copies, in accordance with following indications:


Dirección de Factura TRP INTERNATIONAL INCP.O. BOX 1528 1137 S. Main St TONOPAH, NV 89049 EIN: 45-5312653	Enviar a: ALEJANDRO FERNANDEZ CUADRA TRP INTERNATIONAL INCP.O. BOX 1528 1137 S. Main St TONOPAH, NV 89049 EIN: 45-5312653
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All invoices must clearly be stated, otherwise it shall be returned:

- SUBCONTRACTOR's Reg. Number.
- Clear price break down between materials and services.
- Complete SUBCONTRACTOR.'s Bank Account data and terms of payment.
- Project: 9013 - Crescent Dunes Solar Energy Project
- PURCHASE ORDER No.

Each progress invoice shall be accompanied by(Annex 4):

- An approved certification that the portion of the work for which Subcontractor has requested payment has been satisfactorily completed in accordance with this agreement.
- Documentation to obey David Bacon Law
- Documentation to obey SALES TAXES Law
- A conditional waiver and release upon progress payment

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- An unconditional waiver and release upon progress payment .Documentation that all taxes and insurances are current and paid through the application date.
- All other documentation SUBCONTRACTOR is required to submit pursuant to this Agreement in ANNEX 5 or any other documentation COBRA THERMOSOLAR PLANT administration department must require by law.

The final invoice shall be accompanied by (Annex 4):

- An approved certification that the portion of the work for which Subcontractor has requested payment has been satisfactorily completed in accordance with this agreement.
- An unconditional waiver and release upon final .Documentation that all taxes and insurances are current and paid through the application date.
- Certification of final completion.
- State unemployment certificate.
- All other documentation CONTRACTOR is required to submit pursuant to this Agreement.

It is agreed that no payment hereunder shall be made, except at CONTRACTOR'S option, until and unless such documentation have been furnished.

In any case the subcontractor assume the responsibility of the best practices about SALES TAXES following the current law.


13 WITHHOLDINGS AND BANK GUARANTEES.

Performance Bond (letter of credit or bank guarantee) covering 5% of the contract price valid from the actual date of completion of work until a year later.

The sum of each bank guarantee, withholding and other deposits not only ensures the proper execution of the work, but also the obligations of the scope of this contract

The Letter of Credit shall be issued by a top international bank operating in Spain, Spanish language, governed by Spanish law. Any change or modification of the above conditions must be explicitly approved by the contractor.

The supplier is responsible to require repayment of the credit cards once they have met the contractual requirements.

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14 DELAY LIQUIDATED DAMAGES

1. Delay during learning curve.

A failure by the subcontractor in the Work Programme set out in clause 5 of this contract shall entitle the contractor to claim the first interim payment of liquidated damages, compensation equivalent to 2% (two percent) per week of delay applied to the total contract price. The cumulative delay damages for such damage may not exceed 10% (ten percent) of the total sum of the contract and any extensions.

2.-Delay during production phase.

The subcontractor must recover under his cost the delay on production using a third shift or working on weekend.

It is NOT acceptable delays on production week by week; it means that the subcontractor has to recover every week the corresponding pending production.

Deviation in the finalization of the production (May 15th 2013) will have two weeks grace period. After this grace period the deviation will be penalized with:

0,5 % per week for the first two weeks.

1% per week from the third week.


The cumulative sum of such delay liquidated damages may not exceed 10% (ten percent) of the overall sum of the Contract and any extensions thereto

Liquid damages do not apply if it does not affect to the production process and it means that the SUBCONTRACTOR would recover and readjust the contracted production.

The sum of any delay liquidated damages shall be deducted from invoices pending payment at the time of application thereof, and/or the Bank Guaranties provided by the SUBCONTRACTOR. In case of this percentage is exceeded by the SUBCONTRACTOR, the CONTRACTOR shall be entitled to terminate the Contract and, in such case, shall be entitled to withhold the sums invoiced and pending payment, along with the Bank Guarantees provided by the SUBCONTRACTOR, pending due settlement of the tasks performed, following deduction of the charges applicable on the basis of the damages occasioned to the CONTRACTOR.

This shall not constitute a waiver of any rights of the CONTRACTOR to damages or other remedies of CONTRACTOR under this Agreement; provided, that the remedies set forth in this clause are CONTRACTOR's sole and exclusive remedies for SUBCONTRACTOR's failure to achieve the deadlines stated in the Working Programme set out in Clause 5 of this Contract.

15 CONDITIONS FOR EXECUTION OF THE TASKS

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The SUBCONTRACTOR declares that it has received enough documentation and information required in order properly to execute the complete scope of the Contract in accordance with the order of precedence set out in Clause 2 of this Contract. Should the SUBCONTRACTOR failed to serve notice of any error which it may have uncovered in accordance with the diligence incumbent upon it under the terms of this Contract, the SUBCONTRACTOR shall be liable for any surplus costs directly derived from such errors.

The SUBCONTRACTOR is responsible of supervising all the heliostat's supplies received, if there are missing or damage units the SUBCONTRACTOR must communicate it by written to the CONTRACTOR before the following 48 hours from the reception of the supplies. If the CONTRACTOR is not informed during this period, the SUBCONTRACTOR will be responsible of all the possible replacement expensive.


The SUBCONTRACTOR may make no modifications, corrections, permissions, additions or variations to the details of the Plans Approved by the CONTRACTOR's Engineering Department, which shall be presented by the latter party sufficiently in advance, nor may it change any brands or technical specifications with regard to the materials, equipment or machines to be employed in the Works, without the prior authorisation in writing of the CONTRACTOR. It would otherwise incur grave grounds for rescission of the Contract, if deemed appropriate.

The SUBCONTRACTOR must at all times provide all technical information regarding execution of the Works which the CONTRACTOR may deem it necessary to know, such as Working Programmes, personnel workloads or lists of machinery characteristics. In particular, sufficiently in advance and in all cases prior to commencement of its tasks, the SUBCONTRACTOR shall, if so required, present on Site a sample of the various materials and equipment to be supplied for acceptance by the CONTRACTOR and, where applicable, the Technical Management Team. Any damage caused to the Site as a result in a delay in the presentation of samples shall be attributable to the SUBCONTRACTOR.

Any changes which may be made to the original Project as a result of orders issued by the CONTRACTOR's Works Management Team shall be accepted by the SUBCONTRACTOR, without the right to revise any of the terms of this Contract, except on the basis of the evaluation of the new units to be executed or in justified schedule changes, which must be approved by the CONTRACTOR by means of the corresponding Annex.

The SUBCONTRACTOR shall at its own expense have in place all temporary installations and constructions required, such as offices, washrooms, changing rooms, warehouses, etc in order to perform its tasks. The CONTRACTOR shall bear no responsibility of any kind regarding the offloading, verification, safekeeping or storage of the SUBCONTRACTOR's materials or machinery. The CONTRACTOR shall make available to the SUBCONTRACTOR, at no expense to it, the space available for these installations.

If by express agreement the CONTRACTOR should supply materials or components for the tasks to be performed by the SUBCONTRACTOR, this shall be performed by means of DELIVERY NOTES stating the price of the materials supplied, with the corresponding RECEIPT. Signature thereof by the authorised staff of the SUBCONTRACTOR shall be sufficient for it to take responsibility for the safekeeping and preservation of such materials or equipment, which shall be deducted from the invoices submitted by the SUBCONTRACTOR, in the event they are included within the contractual scope.

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The SUBCONTRACTOR shall clean and remove at its own expense all waste or surplus materials resulting from its work, leaving the site suitable for the entry of any subsequent operatives or installations required.

The SUBCONTRACTOR shall provide the personnel, means of production and materials required and adequate for execution of the tasks under the conditions set out in this CONTRACT, in accordance with the Employment Legislation in force, and may not remove any of these without the prior authorisation in writing of the CONTRACTOR.

Prior to commencement of the services, the SUBCONTRACTOR shall confirm its organisational structure for execution of the tasks covered by the Contract, including at least the names and CVs of the managers who will in fact be responsible for execution of the service. This organisational structure must be agreed to by the CONTRACTOR, the constituent personnel being dedicated 100% to the works throughout the period of execution of the tasks.


The SUBCONTRACTOR must appoint a supervisor or a representative as the channel for the relationship between the CONTRACTOR and the SUBCONTRACTOR's staff. The CONTRACTOR reserves the right to object to this interlocutor if, as a result of objective considerations, although in its sole judgement, it should deem so necessary. In this case the SUBCONTRACTOR shall be obliged to replace its representative on an urgent basis by means of another individual of the same technical category, without this giving rise to any justification for any delay in compliance with its Schedule. The CONTRACTOR may request a valid and independent interlocutor with regard to the functions of Quality Assurance, Health and Safety and Environmental Management. The SUBCONTRACTOR shall be responsible for ensuring that its supervisor is familiar with, complies with and ensures compliance with the obligations derived from the Contract.

Per Clients request, the Contractor mith change erection areas within prior notice of 12 hours.

All notices must be served by the Parties within a maximum period of five days from occurrence of the event, unless any other deadline is given in the specific clauses of the Contractual Documentation. Replies must be given within a period of five days. The maximum deadlines set out above shall be 15 days in the case of notices or responses from the CONTRACTOR involving the OWNER.

All works extension of the scope of the present contract has to be signed by COBRA in a change order document before its execution. Every change order that should be received with more than one month after the execution of the works It won't be had into account

The SUBCONTRACTOR may not, without the prior authorisation in writing of the CONTRACTOR, reproduce, copy, employ or reveal in whole or in part the information provided by the CONTRACTOR nor the information or documentation generated by it in performance of the Contract, unless in order to meet the needs of strict compliance therewith. These demands shall apply to any possible subcontractors of the SUBCONTRACTOR itself

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Should the SUBCONTRACTOR refuse or be unable on its own account to perform the tasks required in order to complete the works under the contract conditions, the CONTRACTOR may execute these directly using its own resources or commission them from a third party, charging the sums involved either to any sums which may at that time be owed to the SUBCONTRACTOR on the basis of invoices and certificates pending payment, or settling them against the bank guaranties received, should these exist, or any bonds or sums withheld which it may hold, notwithstanding the right to bring any legal action which it may deem relevant should these sums prove insufficient in order to cover the cost of the works and its claim for compensation for the damages suffered.

The SUBCONTRACTOR hereby declares it is familiar with the site area, along with any difficulties which may exist regarding the tasks, in addition to the weather conditions, terrain, etc. of the site, and has included in its prices any possible incidents which may be caused thereby. The SUBCONTRACTOR in particular acknowledges and agrees that its work shall in part be performed at the same time as that of other Subcontractors or Suppliers in the same location, thereby requiring proper coordination by the CONTRACTOR.

All cleaning of facilities and areas under the operational responsibility of the subcontractor and will be the subcontractors responsibility.

All material damaged by the subcontractor during operations, it will be recovered and if so, paid his reinstatement.

The subcontractor agrees to use the means and resources assigned by the CONTRACTOR in a diligent manner. Damage or failure caused by personnel of the subcontractor, are your sole responsibility, and the consequences that may arise thereof. (Stops, delays, repairs, replacements ...)

The offer includes the costs necessary for temporary premises needed by subcontractor's employees.

Any damage caused to third parties by the subcontractor, shall be borne entirely by it.

Subcontractor shall monitor and maintain the material collected


The subcontractor must maintain equipment property of the CONTRACTOR and return to normal conditions.

The subcontractor may not subcontract a significant portion of this Agreement to other companies without consent of the CONTRACTOR

The subcontractor shall assume full compliance with all procedures and technical instructions provided by CONTRACTOR.

The subcontractor must meet all OSHA requirements, both those related to plant operation and field. Any environmental impact incurred by its operators, shall be assumed by it.

Subcontractor shall also provide the means required by OSHA extinction

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At the end of the work, the subcontractor must perform a final cleaning and ship campaign and remove debris field generated by its activity. If there is any damage caused to the ship or its facilities, must be repaired. All mechanical and human resources must be approved by TRP

The Contractor may require changing any operator or technician employed by the subcontractor WORK

The subcontractor shall provide means mechanical work with at least two weeks before the beginning of the learning curve,

The staff of the work must also incorporated two weeks before the start of assembly

16 OFFICIAL AUTHORISATIONS

All the equipments and materials including in the SUPPLY shall be duly authorised or homologated by the SUBCONTRACTOR in the country of origin.

The subcontractor must have the necessary licenses to perform the work under this contract, including the contractor's license to operate in the state of Nevada.

The Contractor may use the coverage of such license to third parties relating to the Scope of Work.

17 COMPLETION OF TASKS, PROVISIONAL HANDOVER AND FINAL SETTLEMENT OF WORKS


Provisional Handover or Acceptance of the Works by the CONTRACTOR shall occur when:

In addition to satisfactory conclusion of all tasks covered by this CONTRACT, the SUBCONTRACTOR has presented the CONTRACTOR with all contractual documentation as required in accordance with the terms of this CONTRACT, and this has been reviewed and approved by the CONTRACTOR.

Provisional Handover shall take place by means of signature by both Parties of the Provisional Handover Document, including among other documents the Release and Waiver Certificate, included as Annex 3 to the General Purchasing and Conditions.

The SUBCONTRACTOR shall sign the Provisional Handover document for the tasks covered by this Contract, the corresponding FINAL SETTLEMENT RECEIPT, placing on record the sums withheld, and provide proof that it has no outstanding payments regarding charges for

- (i) Materials providing CONTRACTOR the final Lien waivers of its subcontractors and any other documentation that the CONTRACTOR considers necessary,
- (ii) Labour providing the CONTRACTOR any valid documentation and/or declaration according to the applicable law,
- (iii) Insurance providing the CONTRACTOR any valid documentation and/or declaration according to the applicable law and

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- (iv) Health Security System –if applicable- providing the CONTRACTOR any valid documentation and/or declaration according to the applicable law, nor any employment claims regarding the personnel employed on the CONTRACTOR's Works.

Settlement of the works shall not be performed without prior presentation by the SUBCONTRACTOR, at its expense, of all Certificates, Slips, Permits, Plans, Approvals and any other documentation required in accordance with the legislation in force with regard to the Works performed, or the equipment and materials employed in execution thereof by the SUBCONTRACTOR, and likewise without the CONTRACTOR having deemed that all documentation required under the Contract is complete and acceptable.

The SUBCONTRACTOR shall clear the works site, remove all installations, Machinery, tools and materials and collect all waste, rubble or dirt which may have been generated by its work, handing over the site clean and in perfect conditions for use. Any expense incurred by the CONTRACTOR in ensuring compliance with these requirements shall be deducted from the settlement to be paid to the CONTRACTOR.

18 WARRANTY

The Warranty Period is twelve months for payment of the practiced retentions and twenty four (24) months to respond of quality and good execution of works, accounted for at the moment of provisional acceptance of the plant by the owner, once the works stated in this document be finished and the related documentations be delivered and approved the ontractor.


All Bank Guaranties, sums withheld and bonds which may exist shall serve to guarantee not only proper execution of the contract works, but also compliance with all obligations incumbent upon the SUBCONTRACTOR under the terms of this Contract. They may likewise not be released in the event that the CONTRACTOR or the SUBCONTRACTOR should be involved in any official or court proceedings involving cases derived from actions or omissions of the SUBCONTRACTOR itself or of its staff, until such time as a final judgement has been issued releasing the CONTRACTOR from any liability which may have been claimed against it.

The CONTRACTOR may automatically deduct any charges levied against the SUBCONTRACTOR on these Works as a result of delay liquidated damages , subsidies, compensation, etc., against the Bank Guaranties, invoices or withheld sums pending payment, under this or any other Contract performed by the same SUBCONTRACTOR.

19 TAXATION AND EMPLOYMENT OBLIGATIONS OF THE SUBCONTRACTOR

SUBCONTRACTOR shall comply with and enforce applicable law relating to employment and occupational health and safety. In addition, SUBCONTRACTOR shall timely comply with its obligations related to Taxes under applicable law.

SUBCONTRACTOR shall comply, and cause its Subcontractors to comply, with all Davis-Bacon and SALES TAX Act Requirements during and in connection with the Works. The SUBCONTRACTOR shall be responsible for the possible penalties or damages as a result of a failure to comply with Davis-Bacon Law and SALES TAX requirements for itself and any SUBCONTRACTORS it may have subcontracted and recognize be informed

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and have the knowledge to use the right work classification and the right wage determination rates in appliance in the project, being responsible about its correct use:

- Annex 5.16.C - DavisBacon-NV16 Mod12 (8-26-11)
- Annex 5.16.D - DavisBacon-NV32 Mod8 (8-26-11)
- Annex 5.16.B - DavisBacon-NV76 Mod0 (5-20-11)

If required by applicable law, SUBCONTRACTOR shall comply, and cause its Subcontractors to comply, with all EEOC Requirements during and in connection with the Works.

Any time it is required by the CONTRACTOR in the course of the execution of this Contract, SUBCONTRACTOR shall produce to CONTRACTOR on reasonable notice documents that demonstrate SUBCONTRACTOR is in compliance with its obligations set forth in the first paragraph of this Clause.

SUBCONTRACTOR shall enforce strict discipline and good order among SUBCONTRACTOR's employees and its subcontractors' and supplier' employees. SUBCONTRACTOR shall at all times take all commercially reasonable precautions to prevent any unlawful or disorderly conduct by or among its employees and the employees of its subcontractors and suppliers and for the preservation of the peace and the protection of persons and property at, or in the neighborhood of, the Site.


SUBCONTRACTOR will indemnify and hold harmless the CONTRACTOR from any claim that it may suffer resulting from accidents and injuries to employees and workers on the Site, except to the extent that such claim resulted from the gross negligence or willful misconduct of the CONTRACTOR, its subcontractors.

Upon commencement of the Works the SUBCONTRACTOR shall appoint one person as valid interlocutor with the CONTRACTOR, being given full responsibility regarding matters of a technical and Workplace Risk Prevention nature applicable to it, along with compliance with any instructions passed on to it in this regard by the CONTRACTOR. Ignorance on the part of the former of the Standards and Instructions issued by the CONTRACTOR shall not release the SUBCONTRACTOR from its obligation to comply therewith.

The SUBCONTRACTOR may not assign or subcontract the works or any part thereof to third parties without the written permission of the CONTRACTOR, although such permission may not be deemed to constitute any contractual relationship between the CONTRACTOR and any approved SUBCONTRACTORS.

Should such permission exist, the SUBCONTRACTOR shall be obliged to compile and present to the CONTRACTOR all employment or taxation documentation from its subcontractors, suppliers and/or third parties or companies in the same manner as its own documentation. The SUBCONTRACTOR shall be jointly and severally liable for any damages and claims which may be brought by authorities with regard to its subcontractors and suppliers from third parties on its Initiative.

The CONTRACTOR is expressly entitled to withhold pending payments at any point of the Works in order to make payment of salaries which have accrued and not been received by the workers employed on the Site by the SUBCONTRACTOR.

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The SUBCONTRACTOR is responsible for strict and timely compliance on the part of its staff with all orders and instructions given it by the authorised staff of the CONTRACTOR regarding working hours, working standards and internal discipline as established on the Site.

The CONTRACTOR and its representative likewise reserve the right to challenge any of the SUBCONTRACTOR's staff, of any category, who as a result of their ineptitude, negligence, indiscipline or lack of performance could jeopardise safety, the pace of the works or the relationship with the OWNER or the Technical Management Team.

No staff of the SUBCONTRACTOR involved in any form of labour dispute during execution of the contracted Works or Service may remain on the Site for as long as this situation should remain in place. The SUBCONTRACTOR shall nonetheless remain subject to the same obligations, commitments and responsibilities entered into with regard to the contracted Works or Service.

All transportation costs, both initial installation and daily travel to the site, shall be borne by the SUBCONTRACTOR. The time employed by staff performing induction and Risk Prevention and Environmental training shall be paid for by the SUBCONTRACTOR.

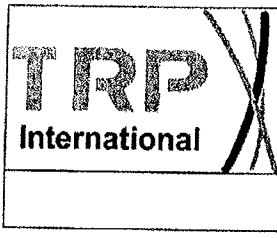
The SUBCONTRACTOR must request authorisation in order to employ the image or name of the CONTRACTOR in any advertising medium referring to the tasks performed by it. Should this authorisation be granted, the SUBCONTRACTOR must at all times refer to the CONTRACTOR as the lead contractor for the works and employ the logos and formats provided to it by the CONTRACTOR.

The SUBCONTRACTOR undertakes not to employ in its service any staff of the CONTRACTOR, of the OWNER or of other subcontractors working on the Site, except with the prior written authorisation of the CONTRACTOR in each case.

SUBCONTRACTOR is an independent contractor and shall, at his sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefore; pay all manufacturers taxes, sales taxes, use taxes, processing taxes and all Federal, state and local taxes, insurance and contribution for Health System and Unemployment which are measured by wages, salaries, or other remuneration's paid to or to be paid to SUBCONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. SUBCONTRACTOR, upon request, shall furnish evidence satisfactory to CONTRACTOR that any or all of the foregoing obligations have been fulfilled. SUBCONTRACTOR shall impose these obligations on all his subcontractors and shall ensure that no subcontractors or Governmental Authority shall have any claim against CONTRACTOR for reimbursement of taxes. SUBCONTRACTOR shall hold harmless the CONTRACTOR for any claim from his subcontractors or Governmental Authority arisen against the CONTRACTOR and shall be responsible for the associated costs (including reasonably lawyer expenses) related to such claim.

20 QUALITY CONDITIONS APPLICABLE TO THE WORK.

The SUBCONTRACTOR must have in place a Quality system acceptable to the CONTRACTOR and guaranteeing on its behalf and that of any of its subcontractors compliance with the requirements set out in the Contract.

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To this end, prior to commencement of the tasks it shall present a Quality Assurance Plan complying with the Construction Quality Plan demands.

This Quality Assurance Plan shall describe the manner in which the commissioned tasks are executed, in order to guarantee compliance with the demands (contractual requirements, applicable regulations, applicable legislation). This document shall place on record all particulars deemed necessary by the CONTRACTOR.

Subcontractor will provide those aspects of the Quality Plan pertaining directly the scope of its services.


Below are listed, by way of indication, the various aspects which the aforementioned Plan may include, but not be confined to:

- Organization of tasks.
- Planning of activities.
- Inspections and testing. Scope thereof.
- Inspection points program
- Documentation control.
- Control of materials involved in the tasks.
- Control tasks to be performed.
- Control of the measuring equipment to be employed.
- Handling of anomalies and/or deviations.
- List of procedures (general procedures of the quality system, specific procedures for execution of the tasks, etc.).
- List of formats to be employed.
- List of regulations applicable to the tasks commissioned (standards, legislation, etc.).

Upon conclusion of the tasks, the Final Quality Dossier shall be presented, comprising all documentation required in order to confirm the quality of the tasks performed. This dossier shall be handed to the CONTRACTOR within a maximum of 15 days of conclusion of the tasks.

Below are listed, by way of indication, the various Documents which the aforementioned Dossier may include, but not be confined to:

- Procedures employed.
- Inspection points program.
- Testing reports.
- Certificates for the materials employed.
- Certificates for the inspection equipment. Calibration certificates.
- Staff certificates (where applicable).
- Dispatch authorizations (where applicable).
- Any modifications sheets which may have arisen during the execution process (where applicable).
- AS-BUILT plans, as applicable

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All tasks performed by the SUBCONTRACTOR must comply with the Sets of Technical Conditions and Technological or Mandatory Standards established by any Official Body or COBRA Standard Procedures, with competency regarding the tasks covered by the Contract, even if not expressly referred to in the Contract, and must employ machinery which has been certified as compliant by Official Bodies or Approved Private Organizations, in accordance also with any other requirement set out in the Annexes, along with an undertaking to present the CONTRACTOR with documents demonstrating compliance with the above circumstances, prior to incorporation on site.

Any deviation from any technical requirement established in the Contract shall lead to a non-conformity report being issued, with any applicable corrective measures being proposed in accordance, to be approved by the CONTRACTOR, the costs thereof being borne by the SUBCONTRACTOR. This requirement shall likewise apply to deviations regarding plans or documents generated by the SUBCONTRACTOR following review and approval by the CONTRACTOR.

The SUBCONTRACTOR hereby declares it has the knowledge required for execution of the tasks, such as: location of the Works and the Site, Report, Plans, Measurements, technical specifications and, in general, all relevant documentation, and deems this sufficient in order properly to perform the aforementioned tasks for the prices agreed. It likewise declares that it is fully familiar with all natural elements (topography, geology, hydrology, etc.) which could influence execution of the tasks.


The SUBCONTRACTOR shall provide staff perfectly suited to properly executing the tasks, and must take the utmost care in the selection of its staff. The SUBCONTRACTOR must be qualified to provide its staff with technical support on Site at all times, and to include within its team more highly qualified technical staff where required.

The staff performing the work must be technically qualified for this purpose. The CONTRACTOR reserves the right to object to any qualified staff who, on an objective basis, do not comply with the minimum requirements. The CONTRACTOR may give any qualified operative a qualifications skills test for which the SUBCONTRACTOR indicates that individual is suited.

The quality of the tasks is dependent on approval by the CONTRACTOR and at all times, in the final instance, acceptance by the OWNER.

Any alteration to the contracted tasks must be authorized by the CONTRACTOR's Management Team, whose instructions must be fulfilled by the SUBCONTRACTOR on a mandatory basis.

The SUBCONTRACTOR must at all times provide full technical information regarding execution

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of the Contract which the CONTRACTOR may deem it necessary to know.

The SUBCONTRACTOR undertakes to perform at its own expense all controls, tests and analyses specified in the Specific Contractual Conditions, along with any others required under the Contract, the SUBCONTRACTOR bearing all costs involved in the return of materials which do not pass the tests, along with the demolition and reconstruction of any units executed with such materials, and any other parts of the works which may have been damaged. The CONTRACTOR reserves the right during execution of the tasks to perform any tests and inspections it may deem relevant.

The cost of compliance with all quality requirements shall be borne by the SUBCONTRACTOR, on the clear basis that all scaffolding, auxiliary staff and x-rays, non-destructive testing as required for this purpose shall likewise be the responsibility of the SUBCONTRACTOR, and thus paid for by it, and must be prepared and arranged in accordance with the guidelines and schedule of which the CONTRACTOR will serve timely notice.


THE CONTRACTOR reserves the right during execution of the tasks to perform, at its own expense, any tests or inspections it may deem relevant, aside from any which the SUBCONTRACTOR may have contracted.

The SUBCONTRACTOR expressly authorizes the CONTRACTOR, whenever the latter should deem appropriate, to visit its workshops, factories, laboratories or offices where all or any of the tasks commissioned under this Contract are being performed, in order to monitor and supervise the tasks in question.

The CONTRACTOR shall be under no obligation to pay any invoice to the SUBCONTRACTOR for units which are rejected by the OWNER as a result of inadequate quality of the materials used within the scope of work of the SUBCONTRACTOR or poor execution of the tasks performed by the SUBCONTRACTOR.

The SUBCONTRACTOR undertakes to correct at its own expense, during the execution and warranty period, any tasks performed without approval by the CONTRACTOR, or which in the judgment of the OWNER are unacceptable on the basis of poor execution or a lack of quality in the materials provided by the SUBCONTRACTOR, including demolition and reinforcement and the renewed execution of the units in question. If these tasks are performed by the CONTRACTOR or by third parties acting on its instructions, the costs derived there from shall be deducted from the SUBCONTRACTOR's invoices or the Guaranties.

The tasks are performed at the risk and venture of the SUBCONTRACTOR up until conclusion of the Warranty Period.

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The SUBCONTRACTOR shall on its own account perform the final on site testing of all technical installations executed by it.

The SUBCONTRACTOR shall be liable for any damages caused to the CONTRACTOR or to third parties as a result of poor execution of the works, or through the inappropriate quality or usage of materials or equipment, or through breaches of any instructions received. If such claims are brought via or by the CONTRACTOR, they may be settled against payments pending or sums withheld, following confirmed evidence in support of the claim brought.

21 HEALTH AND SAFETY CONTROL REQUIREMENTS

The CONTRACTOR will comply with the S&S control requirements required by the OWNER from the CONTRACTOR in the Principal Contract, as well as those established by the present Contract.

Before beginning the work, the SUBCONTRACTOR will present and Health and Safety Report which complies with the CONTRACTOR's Health and Safety Plan requirements during construction, which must be approved by the CONTRACTOR.

The SUBCONTRACTOR declares knowledge and the necessary resources for the Safe execution of the work in this CONTRACT.

The cost of compliance with the S&S requirements described in this section will be set aside by the SUBCONTRACTOR.


22 ENVIRONMENTAL REQUIREMENTS AND WASTE MATERIAL MANAGEMENT

CONTRACTOR will comply with the environmental requirements and those for waste material management required by The OWNER from the CONTRACTOR in the Principal Contract that are the same annexed in this contract, as well as those requirements established in the present contract. The SUBCONTRACTOR will present an Environmental and Waste Management Report which complies with the requirements of:

- Final Environmental Impact Study
- Permits & Plans
- WEAP

As well as the legislation in this regard which is applicable during construction, which must be approved by the CONTRACTOR.

SUBCONTRACTOR declares having knowledge of environmental and waste material management to execute the work object of this Contract.

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The SUBCONTRACTOR assumes the cost of compliance with the environmental and waste material management requirements.

23 LIABILITY

The SUBCONTRACTOR shall be solely responsible to the CONTRACTOR for the performance of its obligations under this Contract, whether performed by the SUBCONTRACTOR or any of its Subcontractors or suppliers.

The Parties shall not be liable for loss of profit, loss of production, and/or for standstill and for any consequential damages, or for any special indirect, punitive, exemplary, incidental, economic or consequential costs, loss or indirect damages of any description under or in connection with this Contract, whether by reason of breach of contract or statutory duty, negligence or other tort and/or indemnity.

Unless as a result of intentional actions or gross negligent action or omission attributable to a party, such party's liability shall be limited to the contract value and the additional works value (including change orders) under this Contract.

To the extent of SUBCONTRACTOR's sole negligence, the SUBCONTRACTOR shall indemnify and hold harmless the CONTRACTOR and the OWNER from any action or reclamation (from any third party including but not limited to the SUBCONTRACTOR's Subcontractor or suppliers and anyone directly or indirectly employed by the SUBCONTRACTOR or its subcontractors or suppliers) in relation (direct or indirect) with the Contract.

The amount of any of the bank guarantees shall not be considered as a limitation of the liabilities of the SUBCONTRACTOR.


24 INSURANCE

Commercial General Liability

Commercial General Liability insurance (including follow form umbrella liability insurance if necessary) on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the Insurance Services Office Commercial General Liability Policy, CG 001. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, SUBCONTRACTOR agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of 3 years after the date the contract is completed or terminated

The subcontractor shall submit, prior to commencement of work, the Certificate of RC Policy that covers specifically the work done at the site.

In addition to contracting and retaining this insurance for the duration of the contract, the supplier agrees to maintain liability insurance coverage for a minimum of three years after the date of completion or

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termination of the contract, this coverage may be using a generic policy company does not require it to be specific to the project after it.

The SUBCONTRACTOR is liable for all direct damages of any kind arising from any act or mission by him or his Sub-contracting parties (or their staffs). In that case the SUBCONTRACTOR will indemnify CONTRACTOR for the pecuniary consequences.

The policy shall have a minimum limit of indemnity of USD 3.000.000 per occurrence and 5.000.000 per aggregated occurrences.

The same requirements will be made to SUBCONTRACTORS' Subcontractors regarding the scope of work of these parties.

Pollution Liability Insurance

Required if SUBCONTRACTOR's scope of services includes remediation, treatment, storage or disposal of waste or hazardous materials on or about the project site, as determined by General CONTRACTOR. Such coverage shall include defense costs applicable to claims for bodily injury, property damage or clean up costs. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained during all periods in which Subcontractor performs services on behalf of General CONTRACTOR.

Professional Liability

Required if SUBCONTRACTOR's scope of services include architectural, engineering, professional consulting or construction management as determined by General CONTRACTOR.


Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained during all periods in which SUBCONTRACTOR performs professional services for General SUBCONTRACTOR, and for an additional period after termination of this agreement or the last date such services are performed, whichever comes later. If SUBCONTRACTOR's scope of work includes environmental engineering or consulting, coverage cannot exclude environmental professional services.

Cargo Insurance

If the SUBCONTRACTOR is responsible for transport, it will contract at its own expense, or have its transport SUBCONTRACTOR take out, an "all risks" transport insurance policy covering 110% of the value of the equipment from Ex-Works to the contractual delivery site.

Other Policies

It is SUBCONTRACTOR's responsibility to contract all insurance policies for:

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- Illness and work accident insurance for all workers assigned to the Project in accordance to all legal requirements
- Statutory Workers' Compensation and Employer's Liability insurance (including follow form umbrella liability insurance if necessary) as is required by any state or federal statute or law, or as may be available on a voluntary basis.
- Automobile Liability insurance (including follow form umbrella liability insurance if necessary) covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the SUBCONTRACTOR. The coverage shall be at least as broad as the current edition of the Insurance Services Office Business Automobile Policy, CA 0001 ©. If SUBCONTRACTOR's scope of services includes the transportation of hazardous materials to or from the project site, as determined by General SUBCONTRACTOR, SUBCONTRACTOR shall be required to include pollution coverage by procuring and continuously maintaining current editions of endorsements MCS-90 and CA 9948, or their equivalents.
- Equipment, materials and construction machinery (including transportation to site insurance)
- Any other insurance policy related (or not) to the present Contract that could be required by law during the life of the Contract.

If the SUBCONTRACTOR is involved in an accident, loss or damage, CONTRACTOR has the right to retain all payments due to the SUBCONTRACTOR for as long as it has not submitted all the documents required by the insurers and has not taken the reasonable steps required for the settlement of this accident, loss or damage.

SUBCONTRACTOR shall assume any amount not insured or not covered under the policies whether due to exclusion, excess or any other matter.

Common provisions

Before the start of the works, the SUBCONTRACTOR shall submit to CONTRACTOR the insurance certificates covering itself and its Subcontracting parties for all the risks mentioned above.


SUBCONTRACTORS insurance policies are primary to any other insurance that CONTRACTOR or the Customer may have

A copy of the renewed policies must be provided to CONTRACTOR before their expiration date.

Should SUBCONTRACTOR not provide insurance contract or its renewal, CONTRACTOR may contract and maintain any insurance, and CONTRACTOR will make the necessary payments for it. These payments will be deducted by CONTRACTOR from the Contract Price.

All the insurance policies should be contracted with well-known and solvent companies, Insurance companies that provide insurance policies should have a Best's Rating of A-, VII or better, and must include:

- CONTRACTOR and Customer as additional insured Party

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- Provision that each insurance company is required to inform CONTRACTOR of any changes, cancellations or no payment of the policies
- SUBCONTRACTOR's Insurance company must expressly renounce to subrogate in those rights.
- SUBCONTRACTOR will obtain from his insurance companies as well as the insurance companies of his Subcontractors a clause of waiver against CONTRACTOR, or the Customer of any claims related to damages or accidents on SUBCONTRACTOR's properties or properties used by him or his Subcontractors

Required insurance policies will be written in English and subject to USA Tribunal; Insurance Companies must be operative and established in USA and must be acceptable to both parties. Also, insurance companies should be re-insured by well-known Reinsurance companies and acceptable to both parties.

CONTRACTOR reserves the right to suspend payments to the SUBCONTRACTOR until these certificates are submitted, if these are not presented on time or do not fulfill the contractual obligations.

In case of accident, loss, damage, or claim from a third part; the SUBCONTRACTOR must immediately inform CONTRACTOR by written whatever the nature and the importance of the event. In case of omission, the SUBCONTRACTOR will take all consequences upon itself.

SUBCONTRACTOR will inform CONTRACTOR of any incident which could cause an accident and may need CONTRACTOR's approval to carry out any claims against Insurance Companies.

The amounts received from insurance policies should go towards replacements and repairs of the damages.

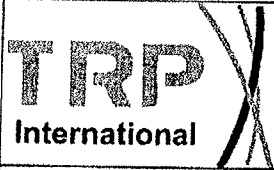
This does not affect SUBCONTRACTOR legal obligations.

It is agreed and understood that established excess clause included in the insurance policies mentioned in this Article will be assumed by the SUBCONTRACTOR.

The SUBCONTRACTOR will assume all payments that CONTRACTOR will not be able to recover from the project insurances within the established policy limits as a result of:

- Transmission of wrong information that may be reasonably required by the Insurance Company, and that SUBCONTRACTOR may refuse to supply, or Deliberate concealment, or bad faith information
- Non compliance of any declaration, condition, or guarantee required by the Insurance Company, and that is attributable to the SUBCONTRACTOR or any of the SUBCONTRACTOR's Subcontractors.

The insurance policies contracted by virtue of the agreements in the present Clause does not limit the obligations and responsibilities to the SUBCONTRACTOR, having to be responsible for any losses or responsibilities attributed in excess or defect at the requested limits and guarantees.

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25 OBLIGATIONS OF THE SUBCONTRACTOR REGARDING WORKPLACE RISK PREVENTION

The SUBCONTRACTOR is obliged to comply with all legal requirements regarding Workplace Risk Prevention and workmen's compensation insurance, being responsible for the implementation of such provisions, along with any consequences derived from a breach thereof, applicable likewise to any operations subcontracted from it and any which it may in turn subcontract from third parties.

The SUBCONTRACTOR's workers must comply with Workplace Risk Prevention and Company Medical Attention Standards.

The SUBCONTRACTOR shall specifically be liable for any violations committed by its staff or its subcontractor's staff of the Workplace Risk Prevention Regulation in force, and shall adopt all measures required, in addition to mandatory provisions, in order to guarantee the utmost safety of its operatives and other staff.

The CONTRACTOR shall accept no claims from the SUBCONTRACTOR on the basis of lost time, as a result of interruptions to work, through a breach by it of Workplace Risk Prevention and Company Medical Attention Standards.

If it is required by law, the SUBCONTRACTOR, at its own expense, shall be obliged to present the CONTRACTOR with a medical examination certificate for its employees prior to their commencing their work on site; if such medical examination certificate is not required by law but CONTRACTOR requires it, the SUBCONTRACTOR shall be obliged to present the CONTRACTOR the medical examination certificate, at CONTRACTOR's expense. It shall likewise indicate the treatment procedure for accident victims, indicating the organisation, clinic, physician, etc., to provide care when needed.


The SUBCONTRACTOR must abide by the Health and Safety Plan for the CONTRACTOR. To this end the CONTRACTOR shall provide the SUBCONTRACTOR with the Workplace Risk Prevention Plan, specifying that part which, in accordance with its specialist area, affects it. The SUBCONTRACTOR shall sign confirmation of receipt of the instructions received.

The cost of compliance with all health and safety requirements shall be borne by the SUBCONTRACTOR

Personal Protection Equipment employed by the SUBCONTRACTOR's workers must comply with the legislation in force, the said party being responsible for the proper provision and specific usage thereof for the work to be performed by all its employees.

The SUBCONTRACTOR shall in all cases provide the personal protection clothing it may deem necessary (helmets, overalls, safety boots, etc.) for the SUBCONTRACTOR's staff, the cost of which shall be deducted from the following invoice upon presentation for payment.

The SUBCONTRACTOR shall install any collective protection measures required in order to perform the works commissioned from it and for which it is solely responsible, assuming responsibility for the installation thereof at the opportune time and maintenance thereof.

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The staff of the SUBCONTRACTOR must comply with the safety and functionality conditions of the portable electrical distribution boards on site in accordance with the CONTRACTOR's regulations.

The SUBCONTRACTOR shall provide sufficient information on all chemical products to be employed at the Plant sufficiently in advance, providing the corresponding technical datasheets.

The SUBCONTRACTOR undertakes proper use and maintenance of health and welfare facilities on site.

If it is required by the CONTRACTOR, the SUBCONTRACTOR shall each month present the CONTRACTOR a safety report in accordance with the Health and Safety Plan for the CONTRACTOR.

Should the CONTRACTOR fail to comply with the regulations in force regarding Health and Safety at Work and the terms of the Workplace Risk Prevention Plan, the CONTRACTOR may suspend the tasks affected by this breach. The costs occasioned by such a suspension shall be borne by the SUBCONTRACTOR.

Any penalties or sanctions which the Competent Employment Authorities may impose on the CONTRACTOR as a result of a breach of Workplace Risk Prevention measures by the staff of the SUBCONTRACTOR shall be passed on to it in the corresponding payments, notwithstanding the terms of the paragraph below.

26 HAZAROUS MATERIALS AND ENVIRONMENTAL OBLIGATIONS OF THE SUBCONTRACTOR


The SUBCONTRACTOR shall be responsible, at its sole cost, for the proper handling, collection, removal, transportation and disposal of any SUBCONTRACTOR's hazardous materials and the SUBCONTRACTOR shall be solely responsible for obtaining a disposal site for such hazardous materials. All activities in connection with the foregoing shall be performed in accordance with the requirements of all governmental authorities and Applicable Laws. Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all hazardous materials shall at all time remain with SUBCONTRACTOR.

SUBCONTRACTOR is entirely responsible for all the preventive and operative environmental requirements derived or as consequence of their activities.

SUBCONTRACTOR shall identify to the CONTRACTOR in writing any proposed disposal SUBCONTRACTOR or transporter of SUBCONTRACTOR's Hazardous Materials and SUBCONTRACTOR's disposal plan not less than fifty (50) days before such proposed disposal or transporter removes SUBCONTRACTOR Hazardous Materials from the Site and shall provide the CONTRACTOR documentation evidencing any disposal following such disposal. SUBCONTRACTOR shall give CONTRACTOR not less than three days' prior written notice of any proposed shipment of SUBCONTRACTOR Hazardous Materials from the Site, and SUBCONTRACTOR shall ensure that CONTRACTOR and/or the Owner has the opportunity to inspect such shipment of SUBCONTRACTOR Hazardous Materials before removal from the Site.

SUBCONTRACTOR shall indemnify, release and save CONTRACTOR harmless from all damages, liability, expenses or penalties paid by CONTRACTOR resulting from SUBCONTRACTOR Hazardous Materials.

The SUBCONTRACTOR must be familiar with and comply with all Environmental Legal Regulations which may affect any of its activities. It shall reduce as far as possible the consumption of water, energy and other raw materials, discharges, noise and gas emissions. It shall identify any materials and products employed by it

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which have an environmental impact, and include environmental matters in the training given to its staff: Solid Urban Waste, Solid Inert Waste, Hazardous Waste.

The SUBCONTRACTOR must comply with the:

- Final Environmental Impact Study presenting a monthly monitoring report for that Plan
- Permits & Plans
- Weap

The SUBCONTRACTOR is obliged to comply with all provisions and demands regarding environmental matters, being responsible for the implementation thereof and any consequences derived from a breach thereof affecting both its activities and those of the CONTRACTOR or other Subcontractors which may arise. All Managers, Supervisors, Foremen, Team Leaders, etc., must accept responsibility for ensuring that the staff working under them comply with environmental standards. This compliance shall not lead to any extra cost for the CONTRACTOR.

The CONTRACTOR shall accept no claim from the SUBCONTRACTOR on the basis of lost time, as a result of interruptions to work, through a breach by it of Environmental Legislation or the regulations set out in the Site Environmental Plan.


The SUBCONTRACTOR undertakes to remove from the site all industrial waste and packaging generated by its activities and to process these in accordance with Environmental Legislation.

Any penalties or sanctions which the Competent Environmental Authorities may impose on the CONTRACTOR as a result of a breach of Environmental Protection measures by the staff of the SUBCONTRACTOR shall be passed on to it in the corresponding payments.

27 LIENS

The SUBCONTRACTOR shall keep the Works free from all liens, charges, claims and judgments, security interests and encumbrances (hereinafter referred to as "Liens") arising out of the performance of the Works under this Contract and shall indemnify, defend and hold harmless the CONTRACTOR from any such Liens on the Works arising out of the performance of the Work under this Agreement.

If the CONTRACTOR seeks indemnification by the SUBCONTRACTOR for any Lien, the CONTRACTOR shall give the SUBCONTRACTOR prompt notice of any Lien of which it has knowledge and cooperate in the defense of the Lien at SUBCONTRACTOR's expense; provided that SUBCONTRACTOR shall promptly confirm in writing its obligation to indemnify the CONTRACTOR with respect to all costs and expenses with respect to the Lien. The SUBCONTRACTOR shall take prompt steps to discharge or bond over any Lien filed against the Works by any of its subcontractor and suppliers based on a claim for payment in connection with the Works. If SUBCONTRACTOR fails to discharge promptly any Lien, CONTRACTOR shall have the right, upon notifying SUBCONTRACTOR in writing, to take any reasonable action to satisfy, defend, settle or otherwise remove the Lien at SUBCONTRACTOR's expense, including reasonable attorneys' fees, costs and expenses.

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CONTRACTOR shall have the right to deduct and offset, or otherwise recover, any expenses so incurred from any payment due, or which may become due, to SUBCONTRACTOR under this Contract.

If it is required by the CONTRACTOR, the SUBCONTRACTOR shall each month present the CONTRACTOR a report in whose content declares that the Works are free for any Liens.

28 CONTRACT TRANSFER


None of the Parties may transfer rights and / or obligations assumed by virtue of this Contract without previous written authorization from the other Party.

In accordance with the previous paragraph, the SUBCONTRACTOR authorizes the CONTRACTOR expressly so that the CONTRACTOR may transfer the CONTRACT freely to any of the entities that form part of the CONTRACTOR's Group or any other entity, with or without its own legal frame, in which the CONTRACTOR or any other entity or companies within the CONTRACTOR's Group may be a member.

29 TERMINATION OF THE CONTRACT

a) In addition to the terms established in the General Purchasing Conditions, CONTRACTOR may terminate this Contract in the event of any of the following:


- 1) If SUBCONTRACTOR fails to comply with or perform any obligation under this Contract and/or breaches in whole or in part of all or any of the clauses set out herein, the CONTRACTOR may terminate the Contract if the SUBCONTRACTOR fails to remedy the breach of the Contract within 30 days from the prior notice of such breach from CONTRACTOR; or
- 2) if any representation or warranty made by SUBCONTRACTOR in this Contract shall prove to have been false, or
- 3) If the SUBCONTRACTOR shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or (ii) seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (iii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iv) make a general assignment for the benefit of creditors, or (v) admit in writing it is, or be, generally unable to pay its debts as they become due, or (vi) take any corporate action to authorize any of the foregoing; or
- 4) If an involuntary case or other proceeding shall be commenced against the SUBCONTRACTOR seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or
- 5) If SUBCONTRACTOR shall be terminated, dissolved or liquidated, or any proceeding shall be commenced by any person seeking such termination, dissolution or liquidation; or

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- 6) If SUBCONTRACTOR fails to comply with its obligations to obtain or maintain the insurance required by this Contract; or
- 7) If SUBCONTRACTOR has discontinued or abandoned the Works for a period exceeding fifteen (15) days.
- 8) If SUBCONTRACTOR suspends performance of the work for more than ten Business Days and such suspension is not on account of a Force Majeure event; or
- 9) A lack of technical or professional capacity on the part of the SUBCONTRACTOR observed during execution of the contracted tasks; or
- 10) If the subcontractor does not present the required State of Nevada Contractors License
- 11) The CONTRACTOR, given its responsibility before the OWNER, expressly reserves the right to terminate this Contract at any time if in its judgement or that of the OWNER implementation or execution of the Works, installations or materials being executed or installed by the SUBCONTRACTOR do not comply with the agreed pace, the SUBCONTRACTOR in such cases being entitled to no form of compensation for damages on the basis of any works which it as a result does not execute, or for any other reason; or
- 12) In the event of termination of the Main Contract between the OWNER and the CONTRACTOR.

b) The SUBCONTRACTOR may terminate this Contract for any of the following reasons:

- 1) If CONTRACTOR fails to comply with or perform any obligation under this Contract and/or breaches in whole or in part of all or any of the clauses set out herein, the SUBCONTRACTOR may terminate the Contract if the CONTRACTOR fails to remedy the breach of the Contract within 30 days from the prior written notice of such breach from SUBCONTRACTOR; or
- 2) If any representation or warranty made by the CONTRACTOR in this Contract shall prove to have been false or misleading.
- 3) If the CONTRACTOR shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or (ii) seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (iii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iv) make a general assignment for the benefit of creditors, or (v) admit in writing it is, or be, generally unable to pay its debts as they become due, or (vi) take any corporate action to authorize any of the foregoing; or
- 4) If an involuntary case or other proceeding shall be commenced against the CONTRACTOR seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or

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5) If CONTRACTOR shall be terminated, dissolved or liquidated, or any proceeding shall be commenced by any person seeking such termination, dissolution or liquidation; or

c) Either Party may terminate this Contract where the Works has been suspended for more than three hundred sixty five consecutive days for reasons of Force Majeure.

d) Mutual agreement by the Parties, with the effects herein established. In this case the SUBCONTRACTOR shall be entitled to claim the CONTRACTOR the incurred demobilization costs provided such incurred demobilization costs have been duly justified to the CONTRACTOR.

e) In the event of termination of this Contract by the CONTRACTOR, the SUBCONTRACTOR shall be liable for the damages incurred because of the occurrence of the event leading to the termination, including all reasonable costs and expenses incurred in connection with the completion of the Works, any liquidated damages that have been incurred prior to such termination and any proceeding to enforce CONTRACTOR's rights. To this end, CONTRACTOR may proceed with the execution of the bank guarantees, where appropriate, and/or the deduction of any pending amount to be paid by CONTRACTOR in order to recover damages caused by SUBCONTRACTOR.

The SUBCONTRACTOR expressly recognizes the CONTRACTOR's right regarding the applicability of termination as set out above.


f) In the event of termination of the Main Contract between the OWNER and the CONTRACTOR, the SUBCONTRACTOR shall be entitled only to receive payment for the works actually executed and recognised and paid for by the OWNER to the CONTRACTOR, being entitled to no other form of compensation or claim.

30 FORCE MAJEURE

Neither Party shall be liable for any breach of its obligations under this Contract where such breach is caused by Force Majeure event.

For purposes hereof, "Force Majeure" means any event, condition or circumstance which occurs subsequent to the works scope of this contract and before the termination or expiration of this Contract that causes a demonstrable, material and adverse delay or disruption on the performance of any obligation imposed by this Contract, but only if and to the extent:

- such event is not within the reasonable control, directly or indirectly, of the affected Party;
- the affected Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on its ability to perform its obligations under this Contract and which by the exercise of due diligence the affected Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome; and
- such event is not the direct or indirect result of the negligence or the fault or the failure of, or caused by, the affected Party;

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including, to the extent meeting the requirements set forth above, acts of God, acts of any Governmental Authority (for this purpose governmental Authority means any Federal, state, regional, municipal, local or other governmental, regulatory or administrative agency, commission, department, board or other government subdivision, court, tribunal, arbitral body or any other government or quasi government authority, fire, flooding, earthquake including unseasonable extreme weather conditions, explosion, riot or civil insurrection, acts of terrorism, landslide, hurricane, tornado, any industry or trade-wide or union-wide national strike and action or inaction of a third party (other than SUBCONTRACTOR's suppliers and/or subcontractors) that prevents or hinders the timely completion of each Party's obligations under this Contract.

Notwithstanding the foregoing, Force Majeure shall not include


- (i) shortages, cost increases, delays, breakage, improper handling, failures or unavailability of equipment or materials, except to the extent directly resulting from any cause described in the previous two paragraphs
- (ii) shortages, unavailability or cost increases of labor or manpower,
- (iii) financial problems of the Party (including its subcontractors) claiming the Force Majeure or acts, events or conditions to the extent arising therefrom,
- (iv) strikes, labor disputes, boycotts or lockouts directed against SUBCONTRACTOR or any of its suppliers and/or subcontractors on Site or otherwise, except as part of a national or regional strike, or
- (v) unfavorable weather, except as described in the previous paragraph.

The Party affected by Force Majeure event shall notify the other Party in writing within three (3) Business Days after the Party affected by Force Majeure event became aware or reasonably should have been aware of the occurrence of such Force Majeure. Such notice must contain:

- a description of such Force Majeure event and the potential impact it may have on the Work including the partial or total suspension of the Works;
- the estimated duration of such Force Majeure event; and
- the affected Party's intended response to protect the Works from such Force Majeure event.

The Party notified of such Force Majeure event shall, within seven (7) days after receiving such notice, provide any comments it deems appropriate in respect of such Force Majeure event to the affected Party. During the duration of any Force Majeure, SUBCONTRACTOR and CONTRACTOR shall meet weekly to discuss the status of such Force Majeure and, in mutual agreement with the CONTRACTOR, SUBCONTRACTOR shall take the measures necessary to protect the Works, and allow, where appropriate, its partial operation.

31 NON-WAIVERABILITY AND AMENDMENTS

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The fact that either of the Parties should fail to demand compliance with any of the clauses of this Contract or any of the rights connected therewith may not be interpreted as a waiver of that condition or right, nor shall it affect the validity of the Contract as a whole.

Should any of the Clauses of the Contract or enforceability thereof on any person or circumstances be declared invalid: this invalidity shall not affect the other Clauses which may be fulfilled without the invalidated terms.

The spirit of the Contract shall be analysed and the Parties shall proceed by mutual consent to amend the same, for the purpose of its execution as faithfully in accordance with the intention of the Invalidated application or Clause as possible.


32 INTELLECTUAL PROPERTY

SUBCONTRACOR warrants that no infringement of any intellectual property right of any kind will result from the performance of the Works. SUBCONTRACTOR shall procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems incorporated into or used in the development of the Works. In performing the Works, SUBCONTRACTOR shall not use or incorporate any materials, methods, processes or systems that involve any confidential information, intellectual property or other proprietary rights that SUBCONTRACTOR does not have the right to use in connection with the performance of the Works or that may reasonably be expected to result in a loss by the CONTRACTOR or SUBCONTRACTOR arising out of claims of infringement, misappropriation or other violation of any domestic or foreign rights in Patents, Copyrights, Software, Know-How, confidential information or other proprietary rights, or applications for any such rights. SUBCONTRACTOR shall pay all royalties, license and other fees payable under or in respect of, and shall defend, indemnify and hold harmless the CONTRACTOR from and against any loss arising out of, resulting from, or reasonably incurred in contesting, any claim (a) for unauthorized disclosure by the SUBCONTRACTOR or any of its subcontractors and suppliers or use of any Know-How, (b) for any other intellectual property infringement or other violation (including Patent, Copyright, Trademark infringement or other violation) arising from the SUBCONTRACTOR's performance, or that of its subcontractors, under this Contract.

33 ADVERTISING AND CONFIDENTIALITY

a) ADVERTISING: The SUBCONTRACTOR may not make reference, describe or employ as an illustration for advertising purposes any of the materials, equipment or constructions covered by the CONTRACT, nor the installations of the OWNER, without the prior authorisation in writing of the CONTRACTOR.

b) CONFIDENTIALITY: Any information relating to the Crescent Dunes Thermosolar Power Plant or the performance of the Works, verbal or written, or which has been provided by a Party or by a third party on behalf of a Party, is confidential and the exclusive property of the Party that disclosed or delivered it to the other Party. For the avoidance of doubt, nothing in this Clause shall prevent the communication or use of any information that is owned by a Party by such Party as it deems appropriate or desirable and any photographs or video recordings of the Works, Land or Crescent Dunes Thermosolar Power Plant by the SUBCONTRACTOR shall be considered exclusive property of Contractor under this Clause. Therefore, each

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Party agrees that such information, including any such photographs or video recordings of the Work, Land or Power Plant, may not be disclosed to third parties or used for purposes other than those under this Contract except as otherwise provided in this Clause. Nothing in this Clause shall prevent the communication of information contained in this Contract as may be requested or required by any governmental authority or required by applicable law, or to any employee, subcontractor or consultant of either party in order to fulfill its obligations under this Contract; provided that (a) prior to disclosing such information as required by a governmental authority or applicable law, such Party shall use reasonable efforts to provide prompt notice thereof to the other Party and (b) such employee, Subcontractor or consultant of either Party is subject to a confidentiality agreement containing a prohibition on disclosure substantially similar to and in furtherance of the provisions of this Clause.

The provisions related to Confidentiality shall remain in force (i) for all information that has been made available to a Party, directly or indirectly, that relates to intellectual property, for a period of ten years from the end of the warranty period and (ii) for all other information, five years from the date of the Final Acceptance hereunder. The provisions of Section 38.1 shall not apply to information that:

at the time of its disclosure to a Party or any time thereafter was available to the public (unless such availability was the result of unauthorized disclosure);

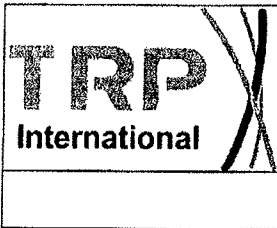
at the time of its disclosure to a Party was known by such Party or was acquired by such Party independently without violating its obligations under this Contract;

Except as may be required by applicable law or by a governmental authority, any press release, notice or communication of any kind relating to the transactions contemplated by this Contract shall require the prior approval of the other Party. Any press release, notice or communication of any kind relating to the transactions contemplated by this Contract that is required by a governmental authority or applicable law shall include only information that is required to be disclosed by such governmental authority or applicable law.

Following termination or expiration of this Contract, upon the request of the disclosing party, the receiving party shall return or destroy all documents and other embodiments in any form then in the possession of the receiving party that contain confidential information of the disclosing party.

34 INTERPRETATION AND ARBITRATION

Should any issue, dispute or disagreement arise at any time between the CONTRACTOR and the SUBCONTRACTOR with regard to the CONTRACT, its application or interpretation, the Party holding itself to have been affected shall immediately serve written notice on the other of the existence of that issue, dispute or disagreement, expressing its argumentation and including the documentation which the Party considers enough to support its arguments. Should the issue not be resolved by the Parties within a thirty (30) days period, they agree to submit the matter before -arbitration in law, waving any other legal forum to which they might have been entitled, and undertaking to fulfil the arbitration award as issued. Submission of disputes between the Parties for arbitration shall not entitle either of them to suspend performance of their obligations under the terms of the CONTRACT.

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Arbitration in law shall be performed in Madrid in the Spanish language and under Spanish law and according the rules of the Civil and Mercantile Court of Arbitration (CIMA), to whom is entrusted the administration of the arbitration and the appointment of the sole arbitrator.

Likewise, the Parties expressly agree that the arbitral decision will be compulsory for the Parties.

35 LEGISLATION AND COURTS

The CONTRACT throughout its scope of application shall be governed by Spanish law and be interpreted in accordance therewith.

On a subsidiary basis to the arbitration arrangements established, the CONTRACTOR and the SUBCONTRACTOR expressly agree to be bound by the jurisdiction of the Courts of Madrid, expressly waiving any other legal forum or domicile to which they might have been entitled.

36 TAXES

All Taxes, Levies or Duties, except VAT, which may apply to this Contract or execution of the works to which it refers, and all expenses derived from any possible registration of this Contract in a public deed, shall be borne by the SUBCONTRACTOR, except for the Works Licence and, excluding sales taxes on permanent material.

37 OBSERVANCE OF THE LAW.

The SUBCONTRACTOR should have knowledge of and obey the law, ordinances and other legal dispositions that may affect the development of its activity and in all phases of same (Including Design and Construction).


The CONTRACTOR is exempt from any responsibility that may arise from SUBCONTRACTOR's non-compliance of the law, ordinances or legal dispositions that affect the development of work of the same.

38 INVALID PROVISIONS

In the event that any section, clause or provision of this Contract or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder


39 LIST OF ANNEXES

The following Annexes shall together constitute the Contract between the CONTRACTOR and the SUBCONTRACTOR.

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Signing this contract means the acceptance by the SUBCONTRACTOR of each document referred to in the following annexes.

- The present document.
- Annex I Technical Clarifications-Minutes of meeting March 30th 2012
- Annex II Technical Documents
 - o Assembly in Plant (CDS-10-UWA-OIP-TMP-001_Rev. E)
 - o Solar Field Assembly (CDS-10-UWA-OIP-TMP-002_Rev. D)
- Annex III Commercial Documents
 - o General Purchasing Conditions CDS-COM-GPC-CPI-0001 General Purchasing Conditions USA Cobra Thermosolar Plants
 - o Terms and conditions on site CDS-COM-GPC-CPI-0002 Terms and Condition on site works
- Annex VI Administration documents:
 - o Davis Bacon Act Requirements
 - o Sales Tax Abatement Requirements
 - o Documents SUBCONTRACTOR has to present with each invoice
 - o Documents SUBCONTRACTOR has to present with the sign of the present document.
 - o Documents to present with the provisional turnover.
- Annex V Plan of Development
 - o Final Environmental Impact Study
 - o Geotech & Geological study
 - o Form of Monthly Progress Report
- Annex VI Permits & Plans:
 - o Construction Stormwater
 - o Groundwater Discharge

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- Working Waterways
- Air Quality Class II
- Surface Area Disturbance
- Encroachment Permit
- Flood Damage Prevention Permit
- SWPP Plan
- SPCC Plan
- H&S Plan
- Lighting Plan
- Traffic Management Plan
- Waste Management Plan
- Hazardous Materials Program
- Facility Emergency Action Plan
- Annex VII Quality Documentation.
 - CDS-COM-PRO-CPI-007-REV2 Vendor Quality Procedure
- Annex VIII WEAP
- Annex IX SUBCONTRACTORS QUOTE

In case of conflict between Contract Documents, the order of precedence shall be:

First: This Contract

Second: Its Annexes, prevailing Annex 1 over Annex 2, Annex 2 over Annex 3

EXHIBIT 2

EXHIBIT 2



PROIMTU MMI LLC
2850 W HORIZON RIDGE PARKWAY #200
HENDERSON, NV, 89052

LIQUIDATION INDEX FOR DAMAGES PRODUCED DURING THE CONTRACT 9013-Crescent Dunes Solar Energy Project

	IMPORTE
1.- INDIRECT COST PRODUCED BY THE STOPPED TIME FOR THE TOTAL LINE'S BREAKING DOWN	\$106.970,55
2.- REDUCTION OF SHIFTS FROM 3 TO 1	\$129.661,28
3.- REDUCTION OF SHIFTS FROM 3 TO 2	\$97.245,96
4.- TOTAL STOPPED TIME FOR FACETS BOLTS RESOLUTION	\$243.114,89
5.- DIFFERENCE IN PRODUCTION AGREED IN CONTRACT	\$1.771.637,84
6.- T&M AGREED IN THE CONTRACT AND SIGNED BY TRP REPRESENTATIVE PERSONNEL	\$56.527,34
7.- BACK CHARGES NON AGREED IN THE CONTRACT (FACETS)	\$30.153,93
8.- DISCOUNT FOR OTHER LIQUIDATION PAID	-\$600.000,00
IMPORTE TOTAL DE RECLAMACIÓN	\$1.835.311,79

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

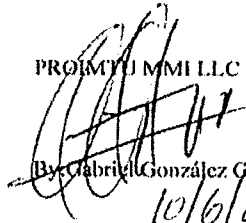
Property Name: Crescent Dunes Solar Project
Property Location: Gabbs Pole Line Rd., Tonopah, NV 89049
Undersigned's Customer: TRP International INC
Invoice/Payment Application Number: 14F00032
Payment Amount: \$1,835,311.79
Payment Period: 25/may/2014
Amount of Disputed Claims: \$1,835,311.79

Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property to the following extent:

This release covers the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned. The undersigned warrants that he or she either has already paid or will use the money received from the final payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 25/may/2014

PROIMTY MMI LLC

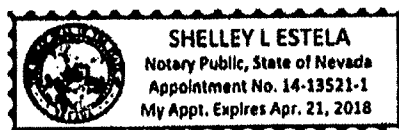
By:  Gabriel Gonzalez Garcia

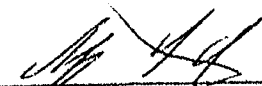
Its: CEO

10/6/2014

State of Nevada
County of Clark

This instrument was acknowledged
before me on ~~the~~ June 10, 2014 ~~at~~
by ~~of~~ Gabriel Gonzalez Garcia




Notarial Signature
Shelley L Estela

6/10/14



EIN: 99-0375700

PROIMTU MMI LLC
2850 W Horizon Ridge Parkway #200
Henderson, NV 89052
www.grupomara.com

June 10, 2014

TRP International, Inc.
EIN: 45-5312356
P.O. Box 1528
Tonopah, Nevada, 89049

RE: 9013-Crescent Dunes Solar Energy Project

To Whom It May Concern:

We are formally writing to you in order to inform, that as per our contract with TRP International, Inc.; Proimtu MMI LLC has completed all its scope of work at the Crescent Dunes Solar Project on April 4, 2014, related to the contract number 9013- Crescent Dunes Solar Energy Project.

Also communicate to Trp International, Inc that in accordance to the contract signed between Trp International Inc and Proimtu MMI LLC:

"Provisional Handover or Acceptance of the Works by the CONTRACTOR shall occur when: In addition to satisfactory conclusion of all tasks covered by this CONTRACT, the SUBCONTRACTOR has presented the CONTRACTOR with all contractual documentation as required in accordance with the terms of this CONTRACT, and this has been reviewed and approved by the CONTRACTOR. Provisional Handover shall take place by means of signature by both Parties of the Provisional Handover Document, including among other documents the Release and Waiver Certificate, included as Annex 3 to the General Purchasing and Conditions."

Proimtu MMI LLC has previously provided all the documentation relative to this contract required and there is still a negation, from Trp International Inc's side, to proceed with the Provisional Handover or Acceptance of the Works.



FIN: 99-0375700

PROIMTU MMI LLC
2850 W Horizon Ridge Parkway #200
Henderson, NV 89052
www.grupomara.com

Also inform that TRP International Inc still has not fulfilled totally with its payment obligations to Proimtu MMI LLC, still has not attended the right, of its subcontractor Proimtu MMI LLC, of claim for the increase of the total contract amount of payment due to TRP International Inc incidents occurred during the execution of the mentioned project, incidents that have increased:

- 1.- The contract period time for the execution been claimed the daily production Proimtu MMI LLC had the equipment and human resources for.
- 2.- Contract costs. Increase in the contract cost for the technical personnel for the execution of the project due to different stopped time produced by the production line.
- 3.- The T&M agreed to be paid in the contract after been approved by TRP International Inc personnel.
- 4.- Back charges from TRP International Inc to Proimtu MMI LLC not agreed at any times under the threat of not been paid at all.

Please find attached as part of this acknowledgement the invoice # **14F00032** owned by TRP International Inc to Proimtu MMI LLC for the total amount of **1,835,311,79\$** (*one million eight hundred thirty five thousand, three hundred and eleven dollars with seventy nine cents*) and the conditional lien waiver for this invoice. Also, please find attached all the documents that justify it.

Hope a prompt response

Yours Sincerely


Gabriel Gonzalez Garcia
CEO
Proimtu MMI LLC

EXHIBIT 3

EXHIBIT 3

DOC # 823637

Official Records Nye County Nevada
Dorah Beatty - Recorder
11/12/2014 12:16:06 PM
Requested By: FENNEMORE
Recorded By: tc RPTT:\$0
Recording Fee: \$20.00
Non Conformity Fee: \$0.00
Page 1 of 7



APN 012-031-04, 012-131-03,
APN 012-131-04,
APN , 012-141-01,
APN , 012-151-01, and 612-141-01

Recording Requested By:

Name Fennemore Craig Jones Vargas
Address 300 South Fourth St. 14th Floor
City / State / Zip Las Vegas, NV 89101

Notice of Lien

(Print Name Of Document On The Line Above)



I the undersigned hereby affirm that this document submitted for recording contains personal information (social security number, driver's license number or identification card number) of a person as required by specific law, public program or grant that requires the inclusion of the personal information. The Nevada Revised Statute (NRS), public program or grant referenced is:

(Insert The NRS, public program or grant referenced on the line above.)

Signature

Name Typed or Printed

This page is added to provide additional information required by NRS 111.312 Sections 1-2.
This cover page must be typed or printed. Additional recording fee applies.

APN: # 012-141-01, 012-151-01
612-141-01, 012-031-04
012-131-03, 012-131-04

Recording requested by and mail documents to:

Proimtu MMI LLC
c/o Christopher H. Byrd, Esq.
Fennemore Craig Jones Vargas
300 South Fourth St. 14th Floor
Las Vegas, NV 89101

NOTICE OF LIEN
(Mechanic Lien)

Notice is Hereby Given:

1. That PROIMTU MMI, LLC, hereinafter known as "Claimant," hereby claims a lien pursuant to the provisions of N.R.S. 108.221 to 108.246 inclusive, on the property located in Nevada described in Exhibit "A" (the "Land") and upon any improvements constructed on the Land, including but not limited to the improvements identified as the assembly line and heliostats (the "Improvement") for the Crescent Dunes Solar Project.
2. The amount of the original contract is: \$8,746,125.
3. The total amount of all charges and additions, if any, is \$3,792,104
4. The total amount of payments received to date is \$10,180,252
5. The total amount of the lien, after deducting all credits and offsets is \$2,357,977
6. The name of the owner of the Improvement is: Tonopah Solar Energy, LLC, including its subsidiaries and all other related or associated entities (the "Owner"). Upon information and belief the Owner's principal address is believed to be 2425 Olympic Boulevard, Suite 500 East, Santa Monica, California, 90404. The interest of the Owner in the Improvement is as a lessee of a leasehold estate.
7. The name of the owner of the Land is: Bureau of Land Management ("BLM"). Upon information and belief the BLM's principal address is 1340 Financial Blvd., Reno, Nevada, 89502.
8. The name of the person whom the lien claimant was employed or to whom the lien claimant furnished work, material, or equipment is TRP International, Inc. ("TRP"). Upon information and belief TRP's principal address is 9550 S. Eastern Ave, Suite 253, Las Vegas, Nevada, 89123.

9. Terms of payment of the lien claimant's contract: In accordance with Nevada law but no later than 90 days after receipt of the invoice and the approved application.

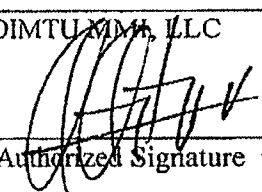
10. That the claimant herein is entitled to a reasonable attorney's fee, collections costs, bank fees, statutory interest on the amount of this lien claim, and costs incurred in perfecting this lien claim.

11. A description of the Improvement and Land to be charged: See Exhibit "A".

In Witness Whereof, I/We have hereunto set my hand/our hands this 11th day of November, 2014.

666

PROIMTUMM, LLC

By: 

Authorized Signature - Gabriel Gonzalez

STATE OF NEVADA)
COUNTY OF CLARK)

PROINTU MM I LLC, being first duly sworn on oath according to law, deposes
and says:

I have read the foregoing Notice of Lien claim, know the contents thereof and state the same is
true of my own personal knowledge, except those matters stated upon information and belief,
and, as to those matters, I believe them to be true.

[Signature]
Authorized Signature of Claimant - Gabriel Gonzalez

Subscribed and sworn to before me this 11th day of NOVEMBER, 2014.

[Signature]
NOTARY PUBLIC

My Commission expires: 3-15-16

Notice of Lien
Initials 666

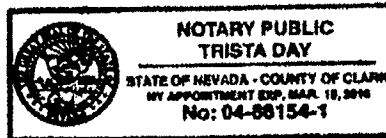


EXHIBIT A

(Legal Description of the Property)

Nye County Assessor Parcels: APN 012-141-01, APN 012-151-01, APN 612-141-01, APN 012-031-04, APN 012-131-03, and APN 012-131-04

AND MORE PARTICULARLY DESCRIBED BY DOCUMENTS PREPARED BY OR FOR TONOPAH SOLAR ENERGY, LLC AS FOLLOWS:

All that land situated in the County of Nye, State of Nevada, more particularly described as follows:

PARCEL 1:

GEN-TIE LINE (NVN-087933)

All that property lying within Township 5 North, Range 41 East, M.D.B. & M., in the County of Nye, State of Nevada, according to the official Plat thereof, described as follows:

Section 2: The SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 11: The W $\frac{1}{2}$ NE $\frac{1}{4}$, the W $\frac{1}{2}$ SE $\frac{1}{4}$ and the E $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 14: The NE $\frac{1}{4}$ NW $\frac{1}{4}$, the W $\frac{1}{2}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 15: The E $\frac{1}{2}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 22: The NE $\frac{1}{4}$ NE $\frac{1}{4}$, the W $\frac{1}{2}$ NE $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the E $\frac{1}{2}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 27: The NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the W $\frac{1}{2}$ NW $\frac{1}{4}$;

Section 28: The SE $\frac{1}{4}$ NE $\frac{1}{4}$, the E $\frac{1}{2}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 33: The NW $\frac{1}{4}$ NE $\frac{1}{4}$;

PARCEL 2:

SOLAR ENERGY PROJECT (NVN-086292)

All that property lying within Township 5 North, Range 41 East, M.D.B. & M., in the County of Nye, State of Nevada, according to the Official Plat thereof, described as follows:

Section 33: The SE $\frac{1}{4}$, the E $\frac{1}{2}$ SW $\frac{1}{4}$, the E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, the S $\frac{1}{2}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$;

Section 34: The W $\frac{1}{2}$, the SE $\frac{1}{4}$, the W $\frac{1}{2}$ NE $\frac{1}{4}$, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Section 35: The SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ SW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

All that property lying within Township 4 North, Range 41 East, M.D.B. & M., in the County of Nye, State of Nevada, according to the Official Plat thereof, described as follows:

Section 2: Lot 4 and the W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 3: The N $\frac{1}{2}$, the NW $\frac{1}{4}$ SE $\frac{1}{4}$, the NE $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, the NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$, the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 4: The NE $\frac{1}{4}$, the N $\frac{1}{2}$ SE $\frac{1}{4}$, the E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, the E $\frac{1}{2}$ NW $\frac{1}{4}$, the E $\frac{1}{2}$ of Lot 4 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 4-1:

The North one Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12 in Township 6 North, Range 40 East, M.D.B. & M., according to the Official Plat of said Land on file in the Office of the Bureau of Land Management.

Said land is also known as Parcel 4 of Parcel Map recorded July 25, 1980, as File No. 26731, Nye County, Nevada Records.

PARCEL 4-2:

Lots One (1) and Two (2) in the Northwest Quarter (NW $\frac{1}{4}$) of Section 18, Township 6 North, Range 41 East, M.D.B. & M., according to the Official Plat of said land on file in the Office of the Bureau of Land Management.

Said land is also known as Parcel Two (2) of Parcel Map recorded July 25, 1980 as File No. 26731, Nye County, Nevada Records.

Together with an easement for the purpose of installing and maintaining an irrigation well, more particularly described as follows:

Commencing at the Northeast corner of Section 13, Township 6 North, Range 40 East, M.D.B. & M.,;

Thence South 200 feet at the Trust Point of Beginning;

Continuing South for 50 feet;

Thence Westerly for 20 feet;

Thence Northerly for 50 feet;

Thence Easterly for 20 feet, at the true point of beginning.

PARCEL 4-3:

East Half (E ½) of the Northwest Quarter (NW ¼) of Section 18, Township 6 North Range 41 East, M.D.B. & M., according of the Official Plat of said land on file in the Office of the Bureau of Land Management.

Said land is also known as Parcel One (1) of Parcel Maps, recorded July 25, 1980 as File No. 26731, Nye County, Nevada Records.

PARCEL 5:

All land defined as "Servient Property," described and depicted in that certain document entitled "Grant of Generation Tie Easement" recorded September 14, 2011 as Document No. 772385, Official Records, Nye County, Nevada, being a portion of the Southeast Quarter (SE 1/3), of the Northeast Quarter (NE ¼) of Section 2, Township 5 North, Range 41 East, M.D.B. & M., according to the Official Plat thereof, EXCEPTING THEREFROM any portion conveyed to Sierra Pacific Power Company by a Deed recorded January 1, 1981 in Book 295, Page 553 as File No. 36411 of Official Records, Nye County, Nevada.

EXHIBIT 4

EXHIBIT 4

San José de la Rinconada (Sevilla), 15th of January 2014.

Of the one part, D. **JUAN ANTONIO MARTÍNEZ CANO**, of legal age, with Spanish nationality and with notification domicile in Johann Gutenberg 10, San José de la Rinconada (Sevilla), Identity Number 28484958-X. He intervenes in this act representing the companies **PROIMTU MMI, S.L.** with tax number B91970046 and domicile in Johann Gutenberg 10, San José de la Rinconada (Sevilla) and **PROIMTU MMI, LLC** with tax number EIN 99-0375700 and domicile in 4600 E Washington Street suite 300 Phoenix, Arizona.

Of the other part, D. **JOSÉ MANUEL RODRÍGUEZ DE LA RUZ**, of legal age, with Spanish nationality, with notification domicile in P. Ind. Ciudad del Transporte calle Doblón 5, 11591, Jerez de la Frontera- Guadalcaín, (Cadiz) and Identity Number 31335687-G. He intervenes in this act representing the companies **TECNOLOGÍA Y ROBÓTICA DE PROCESOS, S.L.** with tax number B11870706 and with notification domicile in P. Ind. Ciudad del Transporte calle Doblón 5, 11591, Jerez de la Frontera- Guadalcaín, (Cadiz) and **TRP INTERNATIONAL, INC** with tax number EIN 45-5312356 and domiciled in 1137 S. Main Street, Unit E-3, Tonopah, Nevada.

BOTH PARTIES MANIFEST AND DECLARE

I.- That **PROIMTU MMI, LLC** (hereinafter the supplier) as a consequence of the commercial relations with **TRP INTERNATIONAL, INC** (hereinafter the client) has borne a series of deviations produced regarding the main contract subscribed by both parties.

II.- That the works affected by the deviations have been done in accordance to the general agreements established in the assembly contract and they are subject to the same guaranty clauses.

III.- That taking into account that the contract is almost fulfilled (70% executed), the client and the supplier have analyzed the possible deviations to be produced until the end of the contract.

IV.- That **TECNOLOGÍA Y ROBÓTICA DE PROCESOS, S.L.**, mother company, and owner of the 100% of the shares of **TRP INTERNATIONAL, INC** and **PROIMTU MMI, S.L.**, mother company, and owner of the 95% of the shares of **PROIMTU MMI, LLC**, together with their respective affiliates, signed a transfer of credit agreement the 20th of July 2013 which allows that this payment of the liquidation of the services provided can be paid directly by **TECNOLOGÍA Y ROBÓTICA DE PROCESOS, S.L.** to **PROIMTU MMI, S.L.**

BOTH PARTIES AGREE

That after the several claims made by the supplier, and after studying all of them, the parties had reached the agreement to fixed a global amount by which any amount that the supplier may have claimed until this date is liquidated.

Both parties, after having fulfilled more than the 70% of the project, and taking in to account the experience achieved by both parties, have been able to agree on an amount to reimburse the supplier for the deviations that may occurred in the execution of the main contract until the execution of all the works.

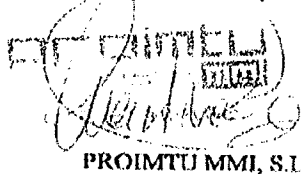
That both parties agree on an fixed and definitive amount of 600.000 USD that will be paid by the client to the supplier. This amount can not be increased under any circumstance, being the services provided fully paid and they will not be subject to any amount claimed by the supplier.

This amount has been given to the supplier the 12th and the 18th of December 2013, attaching to this contract a copy of the receipt.

In witness whereof the parties have executed this agreement in quadruplicate at the place and on the date first above mentioned.

The supplier

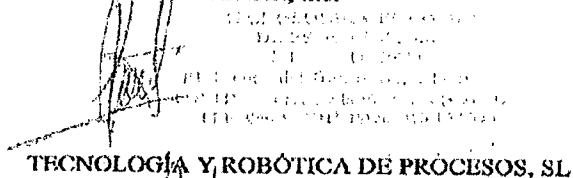
PROIMTU MMI, LLC


PROIMTU MMI, S.L.



The client

TRP INTERNATIONAL, Inc.


TECNOLOGÍA Y ROBÓTICA DE PROCESOS, SL

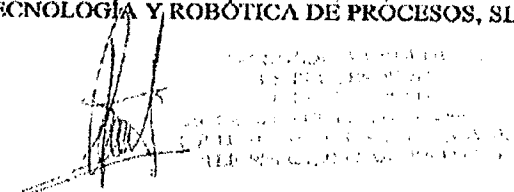


EXHIBIT 5

EXHIBIT 5

Solar plant workers get nearly \$2 million in back pay

BY ELI SEGALL
STAFF WRITER

Federal labor officials landed almost \$2 million in unpaid compensation for workers at a solar-panel plant near Tonopah, though a project executive says nothing underhanded occurred.

The U.S. Department of Labor said it recovered about \$1.91 million in back wages and fringe benefits for 147 workers of subcontractor Proimtu Mmi-NV LLC, which the agency said was based in Henderson and provided construction services at the Crescent Dunes Solar Energy Plant.

The 1,600-acre solar project, roughly 220 miles northwest of Las Vegas in Nye County on land leased from the U.S. Bureau of Land Management, received a \$737 million loan guarantee from the U.S. Department of Energy in fall 2011.

"The money we've recovered for these workers is not a windfall — it is their hard-earned pay that their

employer was legally obligated to pay them but did not," David Weil, administrator of the department's Wage and Hour Division, said in a news release. "Companies that benefit from federal funding must see to it that the money is used properly and that their workers are compensated according to the law."

Investigators found that from June 2013 to April 2014, Proimtu failed to pay workers the correct wages and fringe benefits for their job duties, the Labor Department said.

The company allegedly paid general laborers rates to workers who "routinely performed duties in skilled trades such as ironworking, electrical work, painting or bridge crane operation," the department said. The workers should have been paid up to twice what they received, according to the department.

Proimtu now properly classifies its workers and pays them correctly, the agency said. The company also agreed to "raise awareness" about

wage requirements with other employers at Crescent Dunes.

Kevin Smith, CEO of project developer SolarReserve, said that as part of the federal loan guarantee, workers' pay rates had to conform with U.S. labor law and that federal officials got to approve the job classifications.

Proimtu's workers assembled heliostats, or billboard-sized computer-controlled mirrors. That job classification didn't exist, Smith said, so the subcontractor picked another one in "good faith." The workers were paid around \$30 per hour, Smith said.

According to Smith, Energy Department officials were fine with the classification, but the Labor Department, which has the final say, was not. That department said the workers should have been listed as steelworkers, and as a result, should have been paid around \$60 per hour, Smith said.

The contractors finished their

work at Crescent Dunes roughly six months ago. Smith said he agreed with the original job classification and that it's unfair to imply that Proimtu broke any labor laws.

"You're talking about a new job classification that didn't exist anywhere," he said of heliostat work.

SolarReserve, based in Santa Monica, Calif., is the majority owner of Crescent Dunes. It also has investments from two Spanish companies — construction-services firm ACS Group and banking powerhouse Banco Santander.

Construction is finished, and electricity generation is expected by the end of the year, SolarReserve spokeswoman Mary Grikas said.

The plant, with more than 10,000 heliostats, will be able to power up to 75,000 homes during peak electricity periods, according to SolarReserve.

Under a 25-year deal, the company plans to sell all electricity generated at the plant to Las Vegas-based NV Energy, Nevada's main electric utility.

Exhibit “2”

Exhibit “2”

OCT 05 2015

NYE COUNTY DEPUTY CLERK
DEPUTY

Veronica Aguilar

1 Christopher H. Byrd, Esq. (No. 1633)
2 Brenoch R. Wirthlin, Esq. (No. 10282)
3 FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
4 Facsimile: (702) 692-8099
e-mail: cbyrd@fclaw.com
5 bwirthlin@fclaw.com
Attorneys for Proimtu MMI LLC

FIFTH DISTRICT COURT

NYE COUNTY, NEVADA

8 TRP INTERNATIONAL, INC., a foreign
9 corporation,

10 Petitioner,

11 vs.

12 PROIMTU MMI LLC, a Nevada limited
13 liability company,

14 Respondent.

CASE NO.: CV-36431

DEPT. NO.: I

**NOTICE OF ENTRY OF FINDINGS
OF FACT, CONCLUSIONS OF LAW
AND ORDER ON PETITION TO
EXPUNGE LIEN**

15 PLEASE TAKE NOTICE that a Findings of Fact, Conclusions of Law and Order on
16 Petition to Expunge Lien was entered in the above-referenced matter on September 9, 2015. A
17 copy of which is attached hereto.

18 DATED this 2nd day of October, 2015.

FENNEMORE CRAIG, P.C.

21 By:

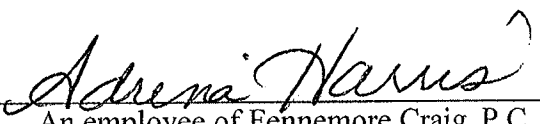
22 Christopher H. Byrd, Esq. (No. 1633)
23 Brenoch Wirthlin (No. 10282)
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101

Attorneys for Respondent Proimtu MMI LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of October, 2015, I served a copy of the **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON PETITION TO EXPUNGE LIEN** upon the parties to this action by mailing a copy thereof, postage prepaid, via regular U.S. Mail, addressed as follows:

Becky A. Pinta, Esq.
Bryan L. Albiston, Esq.
Pinta Albiston LLP
6053 S. Fort Apache Road, Suite 120
Las Vegas, NV 89148
Attorneys for Petitioner


An employee of Fennemore Craig, P.C.

1 Becky A. Pinar, Esq.
 Nevada State Bar # 7867
 2 Bryan L. Albiston, Esq.
 Nevada State Bar # 12679
 3 PINTAR ALBISTON LLP
 6053 S. Fort Apache Road, Suite 120
 4 Las Vegas, Nevada 89148
 (702) 685-5255
 5 (702) 202-6329 fax
 Becky@PintarAlbiston.com

6 Attorneys for Plaintiff
 7 TRP INTERNATIONAL, INC.

**FIFTH DISTRICT COURT
 NYE COUNTY, NEVADA**

10 TRP INTERNATIONAL, INC., a foreign
 11 corporation,

12 Petitioner,

13 v.

14 PROIMTU MMI LLC, a Nevada limited liability
 company,

15 Respondent.

Case No.: CV-36431
 Dept.: I

**FINDINGS OF FACT, CONCLUSIONS OF
 LAW AND ORDER ON PETITION TO
 EXPUNGE LIEN**

17 The Court having considered Petitioner's TRP INTERNATIONAL, INC. ("TRP") Petition to
 18 Expunge Lien ("Petition"), as against Respondent PROIMTU MMI LLC ("Proimtu") and all
 19 pleadings on file, and after hearing oral argument, the Court makes the following Findings of Fact,
 20 Conclusions of Law and Order.

FINDINGS OF FACT

21
 22 1. TRP is a company based in Spain that constructs solar projects and it entered into a
 23 contract with the prime contractor, Cobra Thermosolar Plants, Inc. ("Cobra"), to fabricate and erect
 24 heliostats on a solar project in Tonopah, Nevada, known as the Crescent Dunes Thermosolar Plant
 25 (the "Project").

26
 27 2. In turn, TRP and Respondent PROIMTU MMI LLC ("Proimtu") entered into a contract
 for heliostat assembly and field erection ("Contract").

28 3. In the Contract, TRP is referred to as the Contractor and Proimtu is referred to as the

1 Subcontractor, with the scope of work including:

- 2 • Close monitoring of the procedure to assemble heliostats, according to the requirements
- 3 issued by the client.
- 4 • Monitoring of all documentary and procedural requirements required by the customer
- 5 • Care, maintenance and use of the tools provided to do the job.
- 6 • Strictly following the procedures defined for the tasks, included as ANNEX by TRP for
- 7 each point on the assembly line and the implementation of appropriate controls to ensure the
- 8 proper execution of the work.
- 9 • Installation of 10,375 or heliostats heliostats at 80 days after the learning period to meet
- 10 customer requirements.
- 11 • Comply with the quality requirements imposed by the client in the assembly of heliostats.
- 12 • Establish and incorporate shifts working staff needed to produce 400 heliostats a week,
- 13 having also the possibility of increasing its resources to a production of 500 heliostats a
- 14 week without any additional cost to TRP.
- 15 • Meet calibrations according to the specifications of the quality plan approved by the client.
- 16 Using stations verification and calibration equipment needed for 100% of the heliostats
- 17 within tolerances.
- 18 • Use of the means provided by the Contractor for quality control and traceability of
- 19 heliostats mounted.
- 20 • Transport from the assembly line to the final erection on site. Includes all equipment and
- 21 lifts, vehicles and manpower needed to carry out the implementation on the foundation of the
- 22 pedestals or heliostats corresponding (sic)
- 23 • Preparation and submission for approval of procedures by TRP pedestal and heliostat
- 24 erection on field.
- 25 • Providing tools, hand tools, jigs and other equipment of any kind to be established in the
- 26 lifting procedure once approved by TRP to perform transport and lifting the heliostat s on the
- 27 site. This equipment must be in good condition for the implementation of the scope defined
- 28 in this contract.

- 1 • Maintenance of all equipment according to the instructions of TRP
- 2 • Strict monitoring of lifting procedures, and generating reports end monitoring quality
- 3 control to ensure the smooth implementation of the lifting.
- 4 • Final and perfect leveling and alignment of heliostat according to the specifications of
- 5 COBRA.
- 6 • Adapt the resource needs to reach heliostats and pedestals erection to meet the requirement
- 7 of 400 heliostats a week, with potential to increase to 500 heliostats a week at no additional
- 8 cost to TRP.
- 9 • Previous verification of screws already in the solar field to confirm you have the correct
- 10 position and verticality and that are on the side of tolerance
- 11 • Reporting quality control and production control applications to ensure the smooth
- 12 implementation of the lifting.
- 13 • Final leveling and fit and alignment pedestals and heliostats according to specifications.
- 14 • Final reports Quality Control
- 15 • Re-Galvanization of damaged items during the course of the work if necessary .
- 16 • Preparation of Risk Assessment for the work required and must be approved by the
- 17 contractor before the work begins.
- 18 • Preparation of Environmental Management Reports and waste required by the Customer.
- 19 Strict monitoring of environmental management Standards required by the client.
- 20 • Certificates of materials used if it is the case.
- 21 • Issuance of Certificates of Inspection of equipment that require own.
- 22 • Generation and contribution in a timely manner of the documentation required by the
- 23 American authorities and the client on the recruits.
- 24 • Completion of Documents and Project Quality required.
- 25 • Implementation of temporary facilities as OSHA requirements and health and safety by the
- 26 subcontractor.
- 27 • Lights when necessary work areas, exterior or interior and means to do so if outdoors.
- 28 Excluding general vials, responsibility. (sic)

1 • All activities necessary to conduct the proper execution of the work according to the
2 conditions, which are considered by the subcontractor are included.

3 • Contribution in case of personnel certificates

4 • In compliance with the operational requirements of the site, including:

5 Wage Requirements as Davis Bacon as indicated in Annex 4.

6 • Delivery of the required data from DBA & STA indicated In Annex 4 regularly.

7 4. Ultimately, a dispute arose between TRP and Proimtu regarding the payments each side
8 alleged were due under the Contract.

9 5. Due to the dispute for payment, Proimtu subsequently recorded a mechanics lien,
10 pursuant to NRS 108.222 (the "Lien") in the amount of \$2,357,977 against the real property more
11 commonly known as APN Nos. 012-141-01, 012-151-01, 612-141-01, 012-031-04, 012-131-03 and
12 012-131-04 (the "Real Property") in Nye County, Doc # 823637, on November 12, 2014.

13 6. On January 2, 2015, Cobra posted a bond, Bond No. 915209, in the amount of
14 \$3,536,965.50, recorded as Doc # 825596 in Nye County, pursuant to NRS 108.413 to 108.2425, to
15 release the lien from the Real Property.

16 7. TRP argues that the Lien is invalid and should be expunged, pursuant to 108.2275, as
17 Proimtu has allegedly failed to comply with mandatory statutory requirements for a valid lien by-by
18 allegedly failing to serve a notice of right to lien pursuant to NRS 108.245.

19 8. Proimtu argues that NRS 108.245(1) provides an exception to the requirements of NRS
20 108.245 to provide a notice of intent to lien if the lien claimant only provides labor to the
21 construction project.

22 9. Proimtu argues that it only provided labor to the Project.

23 10. In the alternative, Proimtu argues that if the Court finds that it did not provide only labor
24 to the Project, thereby exempting it from compliance with NRS 108.245, then "a lien claimant
25 substantially complies with NRS 108.245's pre-lien requirement when the property owner has actual
26 knowledge of the potential lien claim and is not prejudiced," *Hardy Cos. v. SNMARK, LLC*, 126
27 Nev. Adv. Rep. 49, 245 P.3d 1149 (2010).

28 11. Proimtu also argues that, pursuant to NRS 108.22104, an "agent of the owner" means

every architect, builder, contractor, engineer, geologist, land surveyor, lessee, miner, subcontractor or other person having charge or control of the property, improvement or work of improvement of the owner, or any part thereof. Therefore, if Cobra, the general contractor, had notice of Proimtu being on the Project, then that knowledge should be imputed to the owner to satisfy the requirements of NRS 108.245 to provide a notice of intent to lien. At the hearing on this matter TRP acknowledged that Cobra had notice of Proimtu's involvement in the Project.

12. As set forth in Proimtu's opposition to the Petition and at the hearing on this matter, Proimtu supported its arguments through an email sent by TRP to Cobra dated November 30, 2012, in which TRP introduced Proimtu as a subcontractor for the Project. In that email, TRP states that it is asking for "authorization for contracting the company Proimtu to provide assembly-related labor services at the Tonopah plant."

13. At the hearing on this matter TRP stipulated that Kevin Smith, the owner's representative and CEO, was physically present at the Project at the time Proimtu was working on the Project and knew of Proimtu's work and involvement on the Project at the time Proimtu was retained.

CONCLUSIONS OF LAW

1. NRS 108.2275 provides the provisions for the release of frivolous or excessive liens.

2. NRS Chapter 108.245 provides that,

...every lien claimant, other than one who performs only labor, who claims the benefit of NRS 108.221 to 108.246, inclusive, shall, at any time after the first delivery of material or performance of work or services under a contract, deliver in person or by certified mail to the owner of the property a notice of right to lien...

3. NRS Chapter 108 does not provide a definition of labor.

4. NRS 624.020 provides that a contractor is defined as:

A contractor is any person, except a registered architect or a licensed professional engineer, acting solely in a professional capacity, who in any capacity other than as the employee of another with wages as the sole compensation, undertakes to, offers to undertake to, purports to have the capacity to undertake to, or submits a bid to, or does himself or herself or by or through others, construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structure, project, development or improvement, or to do any part

thereof, including the erection of scaffolding or other structures or works in connection therewith.

5. The Court finds that Proimtu was acting as a contractor in its scope of work with TRP pursuant to NRS 624.020 and therefore was required to serve a notice of right to lien to the owner pursuant to NRS 108.245.

6. The Court finds that Proimtu failed to comply with NRS 108.245 by failing to serve a notice of right to lien to the owner.

7. The Court also finds that even if Cobra, the general contractor, had actual notice of Proimtu being on the Project, that knowledge cannot be imputed to the owner and was not sufficient to put the owner on actual notice of either the scope of work being performed by Proimtu.

8. The Court also finds that TRP is also entitled to its at costs and reasonable attorney's fees for bringing the Petition the amount to be determined after a Motion for Attorney Fees is filed with the Court.


IT IS THEREFORE ORDERED that the lien is expunged.

IT IS FURTHER ORDERED that the bond, recorded on January 2, 2015 as Doc # 825596 in Nye County, Bond No. 915209, in the amount of \$3,536,965.50, is hereby exonerated and released upon recording of this Order in Nye County.

IT IS FURTHER ORDERED that the Petitioner shall be awarded its costs and reasonable attorney fees, the amount to be determined after briefing.

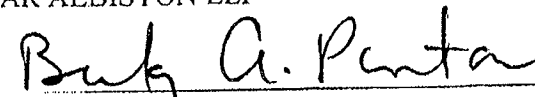
IT IS SO ORDERED.

Dated: September 9, 2015


JUDGE OF THE DISTRICT COURT

Respectfully submitted by:
PINTAR ALBISTON LLP

By:



Becky A. Pintar, Esq., NSB # 7867
Attorney for Petitioner TRP INTERNATIONAL, INC.

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Reviewed by:
FENNEMORE CRAIG, P.C.

By: _____

Brenoch R. Wirthlin, Esq.
Attorney for Petitioner PROIMTU MMI LLC

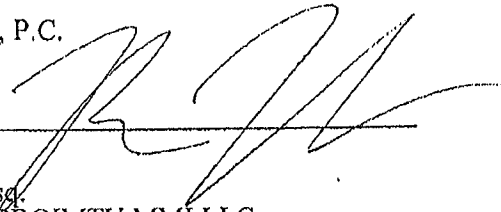


Exhibit “1”

Exhibit “1”

1 Becky A. Pinar, Esq.
 Nevada State Bar # 7867
 2 Bryan L. Albiston, Esq.
 Nevada State Bar # 12679
 3 PINTAR ALBISTON LLP
 6053 S. Fort Apache Road, Suite 120
 4 Las Vegas, Nevada 89148
 (702) 685-5255
 5 (702) 202-6329 fax
 Becky@PintarAlbiston.com

6 Attorneys for Plaintiff
 7 TRP INTERNATIONAL, INC.

FIFTH DISTRICT COURT
NYE COUNTY, NEVADA

10 TRP INTERNATIONAL, INC., a foreign
 11 corporation,

12 Petitioner,

13 v.

14 PROIMTU MMI LLC, a Nevada limited liability
 company,

15 Respondent.

Case No.: CV-36431
 Dept.: I

**FINDINGS OF FACT, CONCLUSIONS OF
 LAW AND ORDER ON PETITION TO
 EXPUNGE LIEN**

17 The Court having considered Petitioner's TRP INTERNATIONAL, INC. ("TRP") Petition to
 18 Expunge Lien ("Petition"), as against Respondent PROIMTU MMI LLC ("Proimtu") and all
 19 pleadings on file, and after hearing oral argument, the Court makes the following Findings of Fact,
 20 Conclusions of Law and Order.

FINDINGS OF FACT

21
 22 1. TRP is a company based in Spain that constructs solar projects and it entered into a
 23 contract with the prime contractor, Cobra Thermosolar Plants, Inc. ("Cobra"), to fabricate and erect
 24 heliostats on a solar project in Tonopah, Nevada, known as the Crescent Dunes Thermosolar Plant
 25 (the "Project").

26 2. In turn, TRP and Respondent PROIMTU MMI LLC ("Proimtu") entered into a contract
 27 for heliostat assembly and field erection ("Contract").

28 3. In the Contract, TRP is referred to as the Contractor and Proimtu is referred to as the

1 Subcontractor, with the scope of work including:

- 2 • Close monitoring of the procedure to assemble heliostats, according to the requirements
- 3 issued by the client.
- 4 • Monitoring of all documentary and procedural requirements required by the customer
- 5 • Care, maintenance and use of the tools provided to do the job.
- 6 • Strictly following the procedures defined for the tasks, included as ANNEX by TRP for
- 7 each point on the assembly line and the implementation of appropriate controls to ensure the
- 8 proper execution of the work.
- 9 • Installation of 10,375 or heliostats heliostats at 80 days after the learning period to meet
- 10 customer requirements.
- 11 • Comply with the quality requirements imposed by the client in the assembly of heliostats.
- 12 • Establish and incorporate shifts working staff needed to produce 400 heliostats a week,
- 13 having also the possibility of increasing its resources to a production of 500 heliostats a
- 14 week without any additional cost to TRP.
- 15 • Meet calibrations according to the specifications of the quality plan approved by the client.
- 16 Using stations verification and calibration equipment needed for 100% of the heliostats
- 17 within tolerances.
- 18 • Use of the means provided by the Contractor for quality control and traceability of
- 19 heliostats mounted.
- 20 • Transport from the assembly line to the final erection on site. Includes all equipment and
- 21 lifts, vehicles and manpower needed to carry out the implementation on the foundation of the
- 22 pedestals or heliostats corresponding (sic)
- 23 • Preparation and submission for approval of procedures by TRP pedestal and heliostat
- 24 erection on field.
- 25 • Providing tools, hand tools, jigs and other equipment of any kind to be established in the
- 26 lifting procedure once approved by TRP to perform transport and lifting the heliostat s on the
- 27 site. This equipment must be in good condition for the implementation of the scope defined
- 28 in this contract.

- 1 • Maintenance of all equipment according to the instructions of TRP
- 2 • Strict monitoring of lifting procedures, and generating reports and monitoring quality
- 3 control to ensure the smooth implementation of the lifting.
- 4 • Final and perfect leveling and alignment of heliostat according to the specifications of
- 5 COBRA.
- 6 • Adapt the resource needs to reach heliostats and pedestals erection to meet the requirement
- 7 of 400 heliostats a week, with potential to increase to 500 heliostats a week at no additional
- 8 cost to TRP.
- 9 • Previous verification of screws already in the solar field to confirm you have the correct
- 10 position and verticality and that are on the side of tolerance
- 11 • Reporting quality control and production control applications to ensure the smooth
- 12 implementation of the lifting.
- 13 • Final leveling and fit and alignment pedestals and heliostats according to specifications.
- 14 • Final reports Quality Control
- 15 • Re-Galvanization of damaged items during the course of the work if necessary .
- 16 • Preparation of Risk Assessment for the work required and must be approved by the
- 17 contractor before the work begins.
- 18 • Preparation of Environmental Management Reports and waste required by the Customer.
- 19 Strict monitoring of environmental management Standards required by the client.
- 20 • Certificates of materials used if it is the case.
- 21 • Issuance of Certificates of Inspection of equipment that require own.
- 22 • Generation and contribution in a timely manner of the documentation required by the
- 23 American authorities and the client on the recruits.
- 24 • Completion of Documents and Project Quality required.
- 25 • Implementation of temporary facilities as OSHA requirements and health and safety by the
- 26 subcontractor.
- 27 • Lights when necessary work areas, exterior or interior and means to do so if outdoors.
- 28 Excluding general vias, responsibility. (sic)

1 • All activities necessary to conduct the proper execution of the work according to the
2 conditions, which are considered by the subcontractor are included.

3 • Contribution in case of personnel certificates

4 • In compliance with the operational requirements of the site, including:

5 Wage Requirements as Davis Bacon as indicated in Annex 4.

6 • Delivery of the required data from DBA & STA indicated In Annex 4 regularly.

7 4. Ultimately, a dispute arose between TRP and Proimtu regarding the payments each side
8 alleged were due under the Contract.

9 5. Due to the dispute for payment, Proimtu subsequently recorded a mechanics lien,
10 pursuant to NRS 108.222 (the "Lien") in the amount of \$2,357,977 against the real property more
11 commonly known as APN Nos. 012-141-01, 012-151-01, 612-141-01, 012-031-04, 012-131-03 and
12 012-131-04 (the "Real Property") in Nye County, Doc # 823637, on November 12, 2014.

13 6. On January 2, 2015, Cobra posted a bond, Bond No. 915209, in the amount of
14 \$3,536,965.50, recorded as Doc # 825596 in Nye County, pursuant to NRS 108.413 to 108.2425, to
15 release the lien from the Real Property.

16 7. TRP argues that the Lien is invalid and should be expunged, pursuant to 108.2275, as
17 Proimtu has allegedly failed to comply with mandatory statutory requirements for a valid lien by-by
18 allegedly failing to serve a notice of right to lien pursuant to NRS 108.245.

19 8. Proimtu argues that NRS 108.245(1) provides an exception to the requirements of NRS
20 108.245 to provide a notice of intent to lien if the lien claimant only provides labor to the
21 construction project.

22 9. Proimtu argues that it only provided labor to the Project.

23 10. In the alternative, Proimtu argues that if the Court finds that it did not provide only labor
24 to the Project, thereby exempting it from compliance with NRS 108.245, then "a lien claimant
25 substantially complies with NRS 108.245's pre-lien requirement when the property owner has actual
26 knowledge of the potential lien claim and is not prejudiced." *Hardy Cos. v. SNMARK, LLC*, 126
27 Nev. Adv. Rep. 49, 245 P.3d 1149 (2010).

28 11. Proimtu also argues that, pursuant to NRS 108.22104, an "agent of the owner" means

1 every architect, builder, contractor, engineer, geologist, land surveyor, lessee, miner, subcontractor
2 or other person having charge or control of the property, improvement or work of improvement of
3 the owner, or any part thereof. Therefore, if Cobra, the general contractor, had notice of Proimtu
4 being on the Project, then that knowledge should be imputed to the owner to satisfy the requirements
5 of NRS 108.245 to provide a notice of intent to lien. At the hearing on this matter TRP
6 acknowledged that Cobra had notice of Proimtu's involvement in the Project.

7 12. As set forth in Proimtu's opposition to the Petition and at the hearing on this matter,
8 Proimtu supported its arguments through an email sent by TRP to Cobra dated November 30, 2012,
9 in which TRP introduced Proimtu as a subcontractor for the Project. In that email, TRP states that it
10 is asking for "authorization for contracting the company Proimtu to provide assembly-related labor
11 services at the Tonopah plant."

12 13. At the hearing on this matter TRP stipulated that Kevin Smith, the owner's
13 representative and CEO, was physically present at the Project at the time Proimtu was working on
14 the Project and knew of Proimtu's work and involvement on the Project at the time Proimtu was
15 retained.

16 CONCLUSIONS OF LAW

17 1. NRS 108.2275 provides the provisions for the release of frivolous or excessive liens.

18 2. NRS Chapter 108.245 provides that,

19 ...every lien claimant, other than one who performs only labor, who claims
20 the benefit of NRS 108.221 to 108.246, inclusive, shall, at any time after the
21 first delivery of material or performance of work or services under a
22 contract, deliver in person or by certified mail to the owner of the property a
23 notice of right to lien...

24 3. NRS Chapter 108 does not provide a definition of labor.

25 4. NRS 624.020 provides that a contractor is defined as:

26 A contractor is any person, except a registered architect or a licensed
27 professional engineer, acting solely in a professional capacity, who in any
28 capacity other than as the employee of another with wages as the sole
compensation, undertakes to, offers to undertake to, purports to have the
capacity to undertake to, or submits a bid to, or does himself or herself or by
or through others, construct, alter, repair, add to, subtract from, improve,
move, wreck or demolish any building, highway, road, railroad, excavation or
other structure, project, development or improvement, or to do any part

thereof, including the erection of scaffolding or other structures or works in connection therewith.

5. The Court finds that Proimtu was acting as a contractor in its scope of work with TRP pursuant to NRS 624.020 and therefore was required to serve a notice of right to lien to the owner pursuant to NRS 108.245.

6. The Court finds that Proimtu failed to comply with NRS 108.245 by failing to serve a notice of right to lien to the owner.

7. The Court also finds that even if Cobra, the general contractor, had actual notice of Proimtu being on the Project, that knowledge cannot be imputed to the owner and was not sufficient to put the owner on actual notice of either the scope of work being performed by Proimtu.

8. The Court also finds that TRP is also entitled to its at costs and reasonable attorney's fees for bringing the Petition the amount to be determined after a Motion for Attorney Fees is filed with the Court.

IT IS THEREFORE ORDERED that the lien is expunged.

IT IS FURTHER ORDERED that the bond, recorded on January 2, 2015 as Doc # 825596 in Nye County, Bond No. 915209, in the amount of \$3,536,965.50, is hereby exonerated and released upon recording of this Order in Nye County.

IT IS FURTHER ORDERED that the Petitioner shall be awarded its costs and reasonable attorney fees, the amount to be determined after briefing.

IT IS SO ORDERED.

Dated: September 9, 2015

Steven P. Goss
JUDGE OF THE DISTRICT COURT

Respectfully submitted by:
PINTAR ALBISTON LLP

By: Becky A. Pinta
Becky A. Pinta, Esq., NSB # 7867
Attorney for Petitioner TRP INTERNATIONAL, INC.

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Reviewed by:
FENNEMORE CRAIG, P.C.

By: _____

Brenoch R. Wirthlin, Esq.
Attorney for Petitioner PROIMTU MMI LLC

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 PROIMTU MMI LLC, a Nevada
3 limited liability company,

4 Appellant,

5 vs.
6

7 TRP INTERNATIONAL, INC., a
8 foreign corporation,

9 Respondent.
10

Case No. 68942

District Court Case No. CV-36431

Electronically Filed
Nov 10 2015 04:20 p.m.

DOCKETING STATEMENT
Tracie K. Lindeman
Clerk of Supreme Court

11 **1.** Fifth Judicial District Court, Department I, Nye County, Sr. Judge Elliott,
12 District Court Case No. CV-36431.

13 **2. Attorney Filing this Docket Statement:**

14 Christopher H. Byrd, Esq., Nevada Bar # 1633
15 Brenoch R. Wirthlin, Esq., Nevada Bar # 10282
16 Fennemore Craig, P.C.
17 300 South 4th Street, Suite 1400
18 Las Vegas, Nevada 89101
19 Telephone: (702) 692-8000
20 Facsimile: (702) 692-8099
21 Email: cbyrd@fclaw.com
22 bwirthlin@fclaw.com

Attorneys for Appellant

PROIMTU MMI LLC, a Nevada limited liability company

23 **3. Attorney(s) Representing Respondent:**

24 Becky A. Pintar, Esq.
25 Bryan L. Albiston, Esq.
26 Pintar Albiston LLP
27 6053 S. Fort Apache Road, Suite 120
28 Las Vegas, NV 89148
 Attorneys for Respondent
 TRP INTERNATIONAL, INC.

1 **4. Nature of Disposition (check all that apply):**

- 2 ☐ Judgment after bench trial ☐ Dismissal:
3 ☐ Judgment after jury verdict ☐ Lack of jurisdiction
4 ☐ Summary judgment ☐ Failure to state a claim
5 ☐ Default judgment ☐ Failure to prosecute
6 ☐ Grant/Denial of NRCP 60(b) relief ☒ Other (specify): Motion to
7 Expunge Lien Pursuant to
8 NRS 108.2275(1)
9 ☐ Grant/Denial of injunction ☐ Divorce Decree:
10 ☐ Grant/Denial of declaratory relief ☐ Original ☐ Modification
11 ☐ Review of Agency determination ☐ Other disposition (specify)

12 **5. Does this appeal raise issues concerning any of the following? No.**

- 13 ☐ Child Custody
14 ☐ Venue
15 ☐ Termination of parental rights

16 **6. Pending and prior proceedings in this court.** List the case name and docket
17 number of all appeals or original proceedings presently or previously pending
18 before this court which are related to this appeal:

19 None

20 **7. Pending and prior proceedings in other courts:** List the case name, number
21 and court of all pending and prior proceedings in other courts which are
22 related to this appeal (e.g., bankruptcy, consolidated or bifurcated
23 proceedings) and their dates of disposition:

Name	Number	Court	Disposition
<i>Proimtu MMI LLC v. TRP International, Inc.; Tonopah Solar Energy, LLC; Cobra Thermosolar Plants, Inc.; State of Nevada ex rel. the Nevada State Contractors Board; The Insurance Company of the State of Pennsylvania</i>	CV-36747	Fifth District Court, Nye County	Defendants moved to dismiss and for summary judgment Hearing scheduled for November 12, 2015, before Sr. Judge Elliott.

24 **8. Nature of the action.** Briefly describe the nature of the action and the result
25 below:

26 This case arises from the construction of a billion dollar solar plant in
27 Tonopah Nevada. Respondent, TRP, hired appellant Proimtu to assemble and
28 install the mirrors for the plant. TRP refused to pay Proimtu for the work so
Proimtu recorded a lien against the property for \$2,357,977.00.

On December 12, 2014, TRP filed a Motion to Expunge Proimtu's Lien. TRP alleged that Proimtu could not perfect its lien because Proimtu had not served the owner with a notice of right to lien pursuant to NRS 108.245. At the hearing, TRP stipulated, however, that the owner had actual knowledge of Proimtu's work and presence on the project from the time Proimtu was hired. Thus, the owner's actual knowledge of Proimtu's work allows perfection of the lien without service of a notice. Proimtu also produced evidence that it only performed labor for the project and, therefore, compliance with NRS 108.245 was not required. The district court granted the motion to expunge the lien and exonerate the surety bond that was filed to release the property. The district court denied a motion to stay the order, Proimtu filed its appeal and a motion to stay. This Court has not ruled on the stay.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

- a. Did the district court err by expunging Proimtu's lien and exonerating the posted surety bond because Proimtu did not serve the owner with a notice of right to lien as required by NRS 108.245, when the owner had actual notice of Proimtu's work and presence on the project from the beginning?
- b. Was Proimtu's work under the contract "labor" so as to exempt Proimtu from compliance with NRS 108.245?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised:

Appellants are unaware of any such pending proceedings.

11. Constitutional issues: If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first-impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

☒ N/A

13. Trial. If this action proceeded to trial, how many days did the trial last?

N/A

Was it a bench or jury trial? N/A

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from

September 9, 2015

Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which appeal is taken.

See Exhibit 1.

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

N/A

16. Date written notice of entry of judgment or order was served

October 5, 2015

See Exhibit 2.

Was service by:

☐ Delivery

☒ Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCp 50(b), 52(b), or 59)

N/A

18. Date notice of appeal was filed

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal:

October 5, 2015.

19. Specify statute or rule governing the time limit for filing the notice of

1 **appeal, e.g., NRAP 4(a) or other**

2 NRAP 4(a)(1)

3 **SUBSTANTIVE APPEALABILITY**

4 **20. Specify the statute or other authority granting this court jurisdiction to**
5 **review the judgment or order appealed from:**

6 NRS 108.2275(8)

7 **Explain how each authority provides a basis for appeal from the**
8 **judgment or order:**

9 NRS 108.2275(8) permits an appeal from an order expunging a lien as
10 frivolous.

11 **21. List all parties involved in the action or consolidated actions in the district**
12 **court:**

13 CASE NO.: CV-36431

14 Plaintiff: TRP International, Inc., a foreign corporation.

15 Defendant: Proimtu MMI LLC, a Nevada limited liability company.

16 (a) If all parties in the district court are not parties to this appeal, explain in
17 detail why those parties are not involved in this appeal, e.g., formally
18 dismissed, not served, or other:

19 N/A

20 **22. Give a brief description (3 to 5 words) of each party's separate claims,**
21 **counterclaims, cross-claims or third-party claims, and the date of formal**
22 **disposition of each claim.**

23 TRP claimed Proimtu's lien should be expunged.

24 **23. Attach copies of the last-filed version of all complaints, counterclaims,**
25 **and/or cross claims filed in the district court.**

26 See Exhibit 3.

27 **24. Did the judgment or order appealed from adjudicate ALL the claims**
28 **alleged below and the rights and liabilities of ALL the parties to the**
action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

N/A

1 (b) Specify the parties remaining below:

2 N/A

3 (c) Did the district court certify the judgment or order appealed from as a
4 final judgment pursuant to NRCP 54(b)?

5 ☐ Yes

6 ☐ No

7 (d) Did the district court make an express determination, pursuant to NRCP
8 54(b), that there is no just reason for delay and an express direction for
the entry of judgment?

9 ☐ Yes

10 ☐ No

11 **26. If you answered "No" to any part of question 24, explain the basis for**
12 **seeking appellate review (e.g., order is independently appealable under**
13 **NRAP 3A(b)):**

14 N/A

15 VERIFICATION

16 I declare under penalty of perjury that I have read this docketing statement,
17 that the information provided in this docketing statement is true and complete to the
18 best of my knowledge, information and belief, and that I have attached all required
documents to this docketing statement.

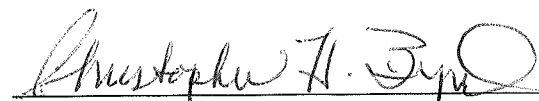
19 Name of Appellant:

20 Proimtu MMI, LLC

Name of counsel of record:

21 Christopher H. Byrd, Esq., NV Bar # 1633
22 Brenoch R. Wirthlin, Esq., NV Bar # 10282
23 Fennemore Craig, P.C.
300 South 4th Street, Suite 1400
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
Email: cbyrd@fclaw.com
bwirthlin@fclaw.com

24 Dated this 10th day of November,
25 2015.

26 
Signature of counsel of record

27 State and county where signed:

28 Clark County, Nevada

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Beck A. Pintar, Esq.
Bryan L. Albiston, Esq.
PINTAR ALBISTON LLP
6053 S. Fort Apache Road, Suite 120
Las Vegas, NV 89148
*Attorneys for Respondent
TRP International, Inc.*

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An employee of Fennemore Craig P.C.

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**TABLE OF CONTENTS OF EXHIBITS
TO DOCKETING STATEMENT**

Exhibit	Description
1	Findings of Fact, Conclusions of Law and Order on Petition to Expunge Lien, filed September 9, 2015
2	Notice of Entry of Findings of Fact, Conclusions of Law and Order on Petition to Expunge Lien, filed October 5, 2015
3	Petition to Expunge Lien, filed December 12, 2014