

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 78092

Tonopah Solar Energy, LLC,
Appellant

v.

Brahma Group, Inc.,
Respondent

Electronically Filed
Oct 03 2019 04:18 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appeal
Fifth Judicial District Court
The Honorable Steven P. Elliott
Case No. CV 39348

**APPELLANT'S APPENDIX
VOLUME 2**

D. LEE ROBERTS, JR., ESQ.
Nevada Bar No. 8877
COLBY L. BALKENBUSH, ESQ.
Nevada Bar No. 13066
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*Attorneys for Appellant
Tonopah Solar Energy, LLC*

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	Exhibit 4 – Notice of First Amended and Restated Lien	AA0048-0057	1
	Exhibit 5 – Notice of Second Amended and Restated Lien	AA0058-0067	1
	Exhibit 6 – Notice of Voluntary Dismissal Without Prejudice	AA0068-0078	1
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	Exhibit 1 – Loan Guarantee Agreement	AA0340-0344	4

EXHIBIT 1

DOC #766620

Official Records Nye County NV

Deborah Beatty - Recorder

05/24/2011 04:53:27 PM

Requested By: CHICAGO TITLE THE POI

Recorded By: vw

Recording Fee: \$17.00

Non Conformity Fee: \$25.00

Page 1 of 5

APN: 012-031-04, 012-131-03, 012-131-04

R.P.T.T.\$ _____

**WHEN RECORDED, MAIL TO:
MAIL TAX STATEMENT TO:**

Tonopah Solar Energy, LLC
2425 Olympic Boulevard, Suite 500 East
Santa Monica, CA 90404
Attention: Rob Howe

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RICHARD REASON** (also known as Richard A. Reason, Dick Reason, Dick A. Reason) and **SANDRA M. REASON** (also known as Sammie Reason), husband and wife, as to Parcel 1, and **DICK REASON** (also known as Richard A. Reason, Richard Reason, Dick A. Reason) and **SAMMIE REASON** (also known as Sandra M. Reason), husband and wife, as to Parcels 2 and 3 (collectively, "Grantor"), do hereby GRANT, BARGAIN and SELL to **TONOPAH SOLAR ENERGY, LLC**, a Delaware limited liability company (whose address is: 2425 Olympic Blvd., Suite 500 East, Santa Monica, CA 90404), the real property referred to herein as Parcels 1, 2 and 3, situate in the County of Nye, State of Nevada, described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER with the tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

AND EXCEPTING THEREFROM, any and all waters and water rights appurtenant to, or used in connection with, such real property described in Exhibit "A", certain of which water rights are being conveyed concurrently herewith by separate Water Rights Deed.

[Remainder of Page intentionally left blank]

DATED: this 24 day of May, 2011.

PARCEL 1:

Richard A Reason
RICHARD REASON, aka RICHARD A.
REASON, DICK REASON and DICK A.
REASON

Sandra M Reason
SANDRA M. REASON, aka
SAMMIE REASON

PARCELS 2 AND 3:

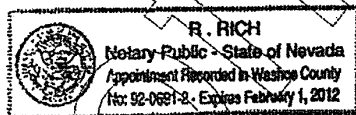
Dick Reason
DICK REASON, aka RICHARD REASON,
RICHARD A. REASON and DICK A.
REASON

Sammie Reason
SAMMIE REASON, aka SANDRA M.
REASON

STATE OF NEVADA)

COUNTY OF Washoe

This instrument was acknowledged before me on May 17, 2011, by Richard Reason.



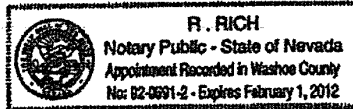
Notary Public.

My Commission Expires: 2/1/12

NO 92-0691-2 BAP
2/1/12

STATE OF NEVADA)
COUNTY OF Washoe)

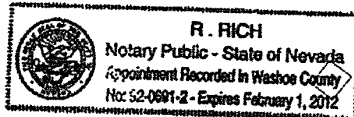
This instrument was acknowledged before me on May 17, 2011, by Sandra M.
Reason.



Notary Public
My Commission Expires: 2/1/12

STATE OF NEVADA)
COUNTY OF Washoe)

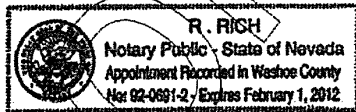
This instrument was acknowledged before me on May 17, 2011, by Richard (Dick)
Reason.



Notary Public
My Commission Expires: 2/1/12

STATE OF NEVADA)
COUNTY OF Washoe)

This instrument was acknowledged before me on May 17, 2011, by Sandra M.
(Sammie) Reason.



Notary Public
My Commission Expires: 2/1/12

Exhibit "A"
LEGAL DESCRIPTION

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

PARCEL 1:

The North One-Half (N1/2) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 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 Four (4) of Parcel Map recorded July 25, 1980 as File No. 26731, Nye County, Nevada records.

PARCEL 2:

Lots One (1) and Two (2) in the Northwest Quarter (NW 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 true 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 3:

East Half (E 1/2) of the Northwest Quarter (NW 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 One (1) of Parcel Map recorded July 25, 1980 as File No. 26731, Nye County, Nevada records.

The legal descriptions are obtained from the preliminary title report (2nd Amended) issued by Chicago Title and dated as of April 22, 2011.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) 012-031-04
b) 012-131-03
c) 012-131-04
d) _____

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

**FOR RECORDERS OPTIONAL USE
ONLY**
Notes: ww-nv

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) _____
Transfer Tax Value _____
Real Property Transfer Tax Due: _____

\$ 378,000.00

\$ 378,000.00

\$ 1,474.20

4. If Exemption Claimed

- a. Transfer Tax Exemption, per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Richard A. Reason Capacity: Grantor
Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Richard A. Reason

Print Name: Tonopah Solar Energy, LLC, a Delaware limited liability company

Address: PO Box 3819

Address: 2425 Olympic Blvd. Suite 500 East

Tonopah NV 89049

Santa Monica CA 90404

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: CHICAGO TITLE - THE FIDELITY

Escrow #: 10000559-RR

Address: PO BOX 400 247

City, State, Zip: LAS VEGAS, NV 89140-0247

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 2

NYE COUNTY

[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 612-141-01

Location

Property Location APN 12-141-01 & APN 12-151-01
 Town
 District 7.0 - TONOPAH
 Subdivision Lot Block
 Property Name POSSESSORY ON 12-141-01

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC
 Mailing Address 520 BROADWAY 6TH FLR
 SANTA MONICA, CA 90401-2420
 Legal Owner Name TONOPAH SOLAR ENERGY LLC
 Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page
 Map Document #s

[Ownership History](#)
[Document History](#)

Description

Total Acres .000 Square Feet 0
 Ag Acres .000 W/R Acres .000

Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00
 Single-family Attached 0 Mobile Home Hookups 0 Stories .0
 Multiple-family Units 0 Wells 2 Garage Square Ft... 0
 Mobile Homes 0 Septic Tanks 2 Attached / Detached
 Total Dwelling Units 0 Buildings Sq Ft 0
 Improvement List Residence Sq Ft 0
 Improvement Sketches Basement Sq Ft 0 Basement
 Finished Basement SF 0 Bedrooms / Baths 0 / .00

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
 Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	11,100,241	10,526,091	10,526,091
Improvements	73,365,377	73,022,173	119,008,076
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	84,465,618	83,548,264	129,534,167

Increased (New) Values

	2018-19	2017-18	2016-17
Land	0	0	0
Improvements	0	43,968	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19 55% - Renewable Energy Facilities
 2017-18 55% - Renewable Energy Facilities
 2016-17 55% - Renewable Energy Facilities

Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	31,714,974	30,074,546	30,074,546
Improvements	209,615,363	208,634,780	340,023,074
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	241,330,337	238,709,326	370,097,620

Increased (New) Values

	2018-19	2017-18	2016-17
Land	0	0	0
Improvements	0	125,623	0
Personal Property	0	0	0

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EXHIBIT 3

DOC #772935

Official Records Nye County NV
Deborah Beatty - Recorder
09/23/2011 04:16:10 PM
Requested By: CHICAGO TITLE THE POI
Recorded By: dg
Recording Fee: \$36.00
Non Conformity Fee: \$25.00
Page 1 of 23

APN# 012-151-01
012-141-01

When Recorded Return to:

Tonopah Solar Energy, LLC
2425 Olympic Blvd, Ste 500 East
Santa Monica, CA 90404

RIGHT-OF-WAY GRANT

(Title on Document)

This page added to provide additional information required by NRS 111.312
Sections 1-2 (Additional recording fee applies)

This cover page must be typed or printed clearly in black ink only

Issuing Office
Battle Mountain District
Tonopah Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY LEASE/GRANT

SERIAL NUMBER N-86292

1. As authorized by the Record of Decision for the *Tonopah Solar Energy Project (N-86292)*, dated December 20, 2010, a right-of-way lease/grant is hereby issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) and the Bureau of Land Management right-of-way regulations (43 CFR Part 2800).

2. Nature of Interest:

a. By this instrument, the holder:

Tonopah Solar Energy, LLC
2425 Olympic Blvd.
Suite 500 East
Santa Monica, CA 90404

receives a right to use and occupy the following described public lands to construct, operate, maintain, and terminate one 110 MW Concentrated Solar Power (CSP) plant with storage capacity, including associated facilities:

Mount Diablo Meridian, Nevada

T. 5 N., R. 41 E.,

Sec. 33, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$;

Sec. 34, W $\frac{1}{2}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Sec. 35, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 4 N., R. 41 E.,

Sec. 2, LOT 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Sec. 3, N $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,
N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Sec. 4, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,
NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ LOT 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.

(As shown on maps attached as Exhibit A)

- b. The instrument issued reflects the authorization of one 110 MW nominal output solar power plant and associated facilities, to include: a solar field (consisting of up to 17,500 dual axis tracking heliostats mounted on concrete or steel foundations), a 653-foot central receiver tower (includes concrete tower, solar receiver and crane), salt tanks, steam generation building and equipment, water treatment building and equipment, raw water tank, de-mineralized water tank, additional storage tanks for diesel and other fluids, septic systems, groundwater extraction wells, evaporative cooling tower and air cooled condenser (combined to form a hybrid-cooling system), evaporating ponds, a steam turbine & generator, step-up transformer that converts the output of the steam turbine generator to 230 kV, electrical switchgear, auxiliary transformers, lighting systems, communication systems including a supervisory control and data acquisition system (SCADA), various electrical equipment, emergency generators, fire pumps and suppression systems, electrical buildings, heliostat assembly building, administration building, operation building, a 24-foot wide, 0.3-mile access road from Pole Line Road to the site, drainage and stormwater control facilities (some within the security fence and some immediately adjacent and on the outside of the security fence), a 1-mile long 230-kV transmission line and associated conductors and communication lines from the power block location to the limit of fence; and the following temporary facilities as needed, only for the duration of the construction activity: a 33-acre temporary lay down and parking area, construction trailers, septic system, gravel processing equipment, concrete batch plant, and temporary power line from the nearby 55 kV Sierra Pacific Power Company (NV Energy) transmission line.

The total footprint covered by this instrument, consists of 2,094.27 acres, more or less. The footprint of the project area consists of 1,620 acres, more or less.

- c. This instrument shall expire on December 31, 2039, unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed by the Authorized Officer. The holder is required to submit an application for renewal at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations and determine if renewal is in the public interest. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the Authorized Officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, relinquishment, abandonment, or prior termination, of the authorization.
- f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR 2805.15(a). The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 for the reasonable costs incurred in monitoring the construction, operation, maintenance, and termination of the

right-of-way.

- g. This instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14.

3. Rental:

- a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental, which includes both base rent and a megawatt capacity fee, as determined by the Authorized Officer unless specifically exempted from such payment by law or regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.
- b. The rental includes an annual base rent for the acreage of the public land included in the authorization and a megawatt capacity fee based on the authorized megawatt capacity of the approved solar energy facilities. The base rent is due and payable upon the date of issuance of this instrument and will be paid on an annual basis consistent with the regulations. The base rent will be adjusted each year based on the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) index. The megawatt capacity fee is based on the authorized megawatt capacity approved by the Authorized Officer, or an approved phase of development, and will be paid on an annual basis upon the start of electric generation from the solar energy facilities. The megawatt capacity fee will be phased-in over a 5-year period after the start of electric generation (at the rate of 20 percent the first year, 40 percent the second year, 60 percent the third year, 80 percent the fourth year, and 100 percent the fifth and subsequent years of operations). The 5-year phase-in period will apply separately to each phase of development as approved by the Authorized Officer.

4. Bond:

- a. A Performance and Reclamation bond, in an amount determined by the Authorized Officer, shall be obtained by the holder to ensure compliance with the terms and conditions of this instrument. The Authorized Officer will require that the holder submit a Reclamation Cost Estimate for review and to assist the Authorized Officer in determining the bond amount. The holder shall provide the Authorized Officer proof that a bond in the required amount has been obtained prior to receiving a Notice to Proceed or at such earlier date as may be specified by the Authorized Officer. The amount of the bond will be limited to the anticipated liabilities associated with the activities approved by the Notice to Proceed. If the Notice to Proceed is limited to only an initial phase of development or activity, the bond amount will be limited to that phase or activity. The bond amount would increase with the issuance of a Notice to Proceed for future phases of development or additional activities. The bond must be maintained in effect until removal of improvements and restoration of the right-of-way authorization has been accepted by the Authorized Officer. Acceptable bond instruments include cash, cashier's or certified check, certificate or book entry deposits, negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount, or surety bonds from the approved list of sureties (U.S.

Treasury Circular 570) payable to the Bureau of Land Management. The Authorized Officer will accept an irrevocable letter of credit as an acceptable form of bond. Irrevocable letters of credit must be payable to the Bureau of Land Management and issued by financial institutions that have the authority to issue letters of credit and whose operations are regulated and examined by a federal agency. The Bureau of Land Management will not accept a corporate guarantee as an acceptable form of bond. The Authorized Officer will review the bond on an annual basis to ensure adequacy of the bond amount. The bond will also be reviewed at the time of any assignment, modification, or renewal of this instrument. The Authorized Officer may increase or decrease the bond amount at any time during the term of the right-of-way authorization, consistent with the regulations.

- b. The holder agrees that any bond held as security for holder's performance of the terms and conditions of this instrument may, upon failure on the holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the holder's obligations assumed hereunder, without prejudice whatsoever to any other rights and remedies of the United States.
- c. Should the bond delivered under this instrument become unsatisfactory to the Authorized Officer, the holder shall, within 30 calendar days of demand, furnish a new bond. In the event of noncompliance with the terms and conditions of this instrument, the BLM will notify the holder that the surety or other bond instrument is subject to forfeiture and will allow the holder 15 calendar days to respond before action is taken to forfeit the bond and suspend or terminate the authorization.

5. Terms and Conditions:

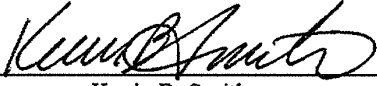
- a. This instrument is issued subject to the holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in Title 43 Code of Federal Regulations Part 2800, including the terms and conditions required by 43 CFR 2805.12. Failure of the holder to comply with applicable law or regulations or any terms, conditions or stipulations of this instrument shall constitute grounds for suspension or termination thereof. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR 2805.15(e).
- b. The right-of-way stipulations (Exhibit B), attached hereto, and, once approved by the Authorized Officer, the final Plan of Development, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.
- c. The holder shall perform all operations in a good and workmanlike manner, consistent with the approved Plan of Development, so as to ensure protection of the environment and the health and safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2807.16 to protect public health or safety of the environment. An immediate temporary suspension order is effective until the Authorized Officer issues a written Notice to Proceed.

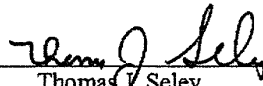
- d. Except as specified in the attached stipulations (Exhibit B), the holder will not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the Authorized Officer. Such authorization will be a written Notice to Proceed (Form 2800-15) issued by the Authorized Officer or his/her delegated representative. Each Notice to Proceed will authorize construction or use and occupancy only as therein expressly stated and only for the particular location or use and occupancy therein described, i.e., a construction phase or site location. The Authorized Officer will issue a Notice to Proceed subject to such terms and conditions as deemed necessary when the design, construction, use, occupancy, and operation proposals are in conformity with the terms and conditions of this instrument. The Authorized Officer may by written notice suspend or terminate, in whole or in part, any Notice to Proceed which has been issued, when in his/her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
- e. The holder shall start construction of the initial phase of development within 12 months after issuance of a Notice to Proceed but no later than 24 months after the effective date of the issuance of the right-of-way authorization. The holder shall complete construction within the timeframes approved in the Plan of Development, but no later than 24 months after start of construction, unless the project has been approved for phased development as provided for in paragraph (5)(f) herein.
- f. If a right-of-way authorization and approved Plan of Development provides for a phased development, construction of each subsequent phase must begin within 3 years of the start of construction of the previous phase. A Notice to Proceed will be required to be issued by the Authorized Officer for each phase of development. The Notice to Proceed for a particular phase of development may be subject to the issuance of additional Notices to Proceed for specific activities within the particular development phase.
- g. During operations, the holder shall maintain all onsite electrical generation equipment and facilities in accordance with the design standards in the approved Plan of Development. Any idle, improperly functioning, or abandoned equipment or facilities that have been inoperative for any continuous period of 3 months must be repaired, placed into service, and/or removed from the site within 30 calendar days from receipt of a written Notice of Failure to Ensure Diligent Development from the Authorized Officer, unless the holder is provided an extension of time by the Authorized Officer. The holder must submit a written request to the Authorized Officer for an extension of the 30-day deadline and show good cause for any delays in repairs, use, or removal; an estimate when corrective action will be completed; or provide evidence of diligent operation of the equipment and/or facilities.
- h. Failure of the holder to comply with any diligent development provision of this instrument may cause the Authorized Officer to suspend or terminate the authorization in accordance with 43 CFR 2807.17 - 2807.19, and use the posted Performance and Reclamation bond to cover the costs for removal of any idle or abandoned equipment and/or facilities. The Authorized Officer will provide the holder a written Notice of Failure to Ensure Diligent Development prior to the suspension or termination of the authorization. The holder will be provided an opportunity to respond to the written notice in accordance with 43 CFR 2807.17(c) and 2807.18 or submit a

written request to the Authorized Officer for an extension of the timelines in the approved Plan of Development.

- i. Upon termination by the Authorized Officer or expiration of this instrument, all improvements shall be removed from the public lands within 180 calendar days or otherwise disposed of as provided for in the approved Plan of Development, or as directed by the Authorized Officer.
- j. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- k. This instrument may be assigned consistent with 43 CFR 2807.21, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the 43 CFR 2807.21. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.
- l. Upon the request of the Authorized Officer, the holder shall provide access to environmental, technical, and financial records, reports, and information related to construction, operation, maintenance and termination (i.e. decommissioning) of the right-of-way authorization. Any information marked confidential or proprietary will be kept confidential to the extent allowed by law. Failure of the holder to cooperate with such request, provide data, or grant access to such records, reports, and information may, at the discretion of the Authorized Officer, result in suspension or termination of the right-of-way authorization in accordance with the regulations.

IN WITNESS WHEREOF, The undersigned agree to the terms and conditions of this right-of-way.


Kevin B. Smith


Thomas J. Seley

President, Tonopah Solar Energy, LLC
(Title)

Field Manager
(Title)

12-21-10
(Date)

12-21-10
(Effective Date of Lease/Grant)

Attachments
Exhibit A: Map
Exhibit B: Stipulations

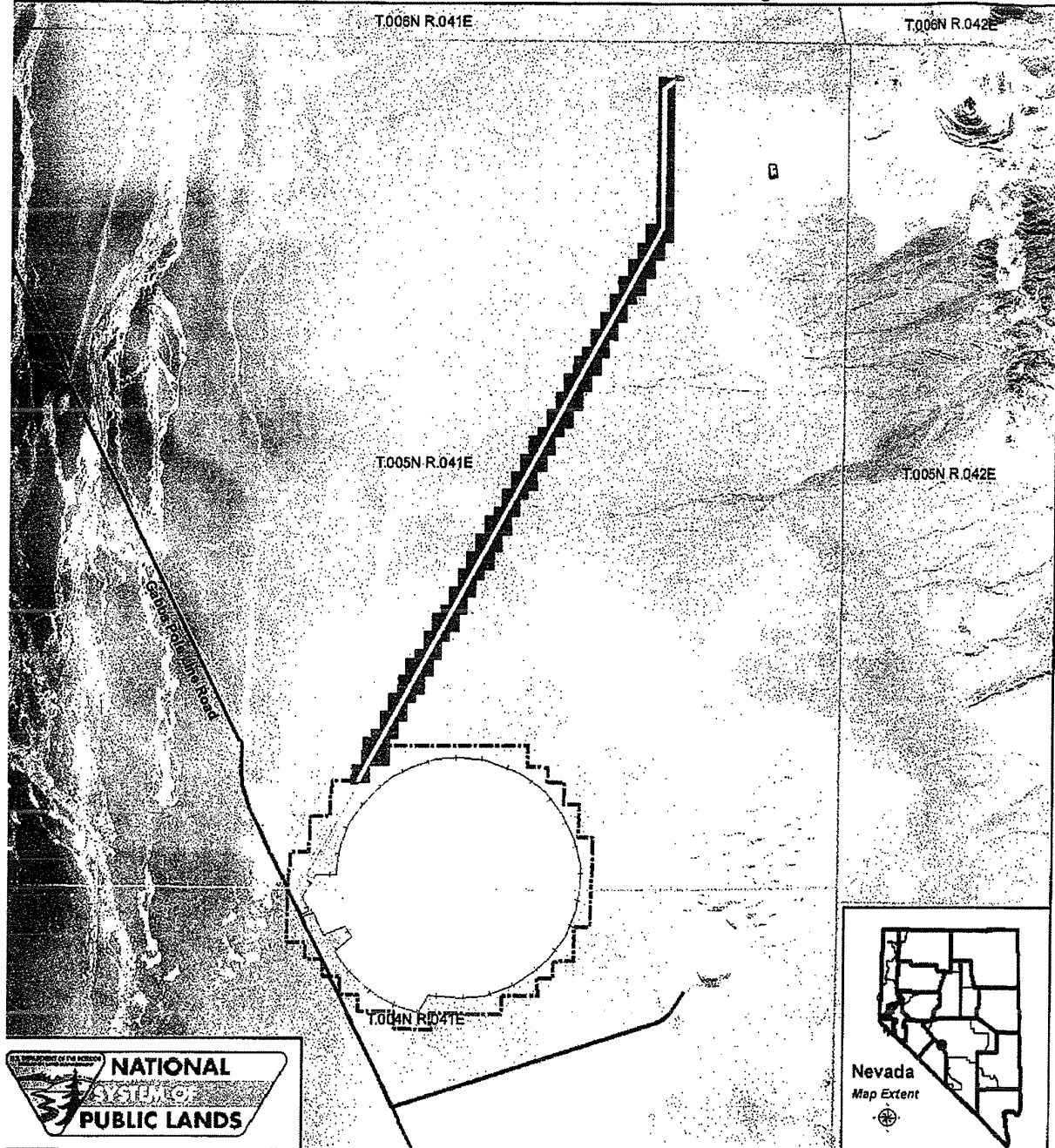


Exhibit A

-86292, N-87933



Legend

ProjectSite

- Approximate Project Site Fenceline
- Approximate Transmission Line
- Gen-Tie Line Legal Description
- PLSS Township

0 1.25 2.5 Miles

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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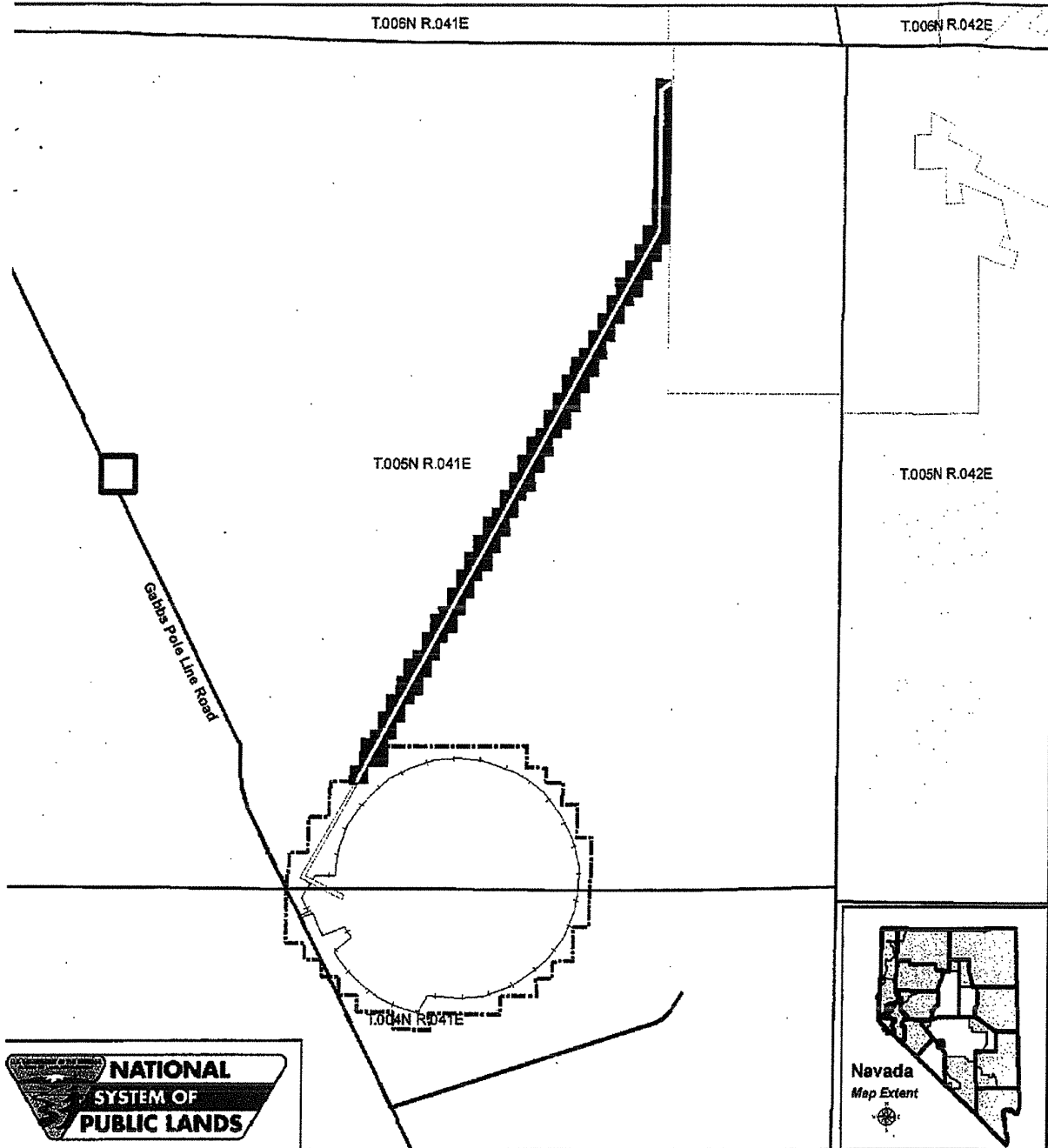


Exhibit A

I-86292



Legend

- Gravel Pit (N-88328)
- Project Site
- Approximate Project Site Fenceline
- Approximate Transmission Line
- Gen-Tie Line Legal Description (N-87933)

Land Status

- BLM
- Private
- PLSS Township

0 1.25 2.5 Miles

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

AA000122

EXHIBIT B

STIPULATIONS

Pre-construction/Construction Requirements

Submission of Plans, Third Party Compliance Program and Permits

1. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the approved Plan of Development, as amended or supplemented by approval of the Authorized Officer. Any surface disturbing activity, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way lease/grant, including all stipulations and approved Plan of Development, shall be made available on the right-of-way area during construction, operation, and decommissioning. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health or safety or the environment.

Third Party Contracting (CIC)

2. The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the Authorized Officer. The holder's representative shall be available for communication with the Authorized Officer within a reasonable time when construction or other surface disturbing activities are underway.
3. The holder shall fund and implement a third party Compliance Program with the Authorized Officer. The Program will include the holder hiring an independent third-party Compliance Inspection Contractor, to be approved by the Authorized Officer, to insure compliance with the terms, conditions and stipulations of this lease/grant, N-86292. All questions or concerns regarding compliance with the terms, conditions, and stipulations of this right-of-way lease/grant shall be directed to the Authorized Officer.

Human Health and Safety

4. Construction sites shall be maintained in a sanitary condition at all times; debris should not be allowed to accumulate under heliostat mirrors; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. A litter policing program shall be implemented by the holder which covers all roads and sites associated with the right-of-way.
5. The holder shall comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous materials, as defined by 43 CFR 2801.5 that will be used, produced, or transported on or within the right-of-way, or used in the construction, operation, maintenance, or decommissioning of the right-of-way or any of its facilities.

The holder agrees in accordance with 43 CFR 2807.12(e) to fully indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. 9601 et seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

The holder shall immediately report any release of hazardous substances (leaks, spills, etc.) caused by the holder or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.

The holder shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the right-of-way or potentially affecting the right-of-way of which the holder is aware.

As required by law, the holder shall have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the right-of way.

6. The holder will ensure that the all health and safety and emergency plans to be required for employees and contractors during construction, operations, and decommissioning of the authorized facility will comply with the Occupational Safety and Health Standards provided in federal regulation 29 CFR, Part 1910, as well as with applicable state and local occupational health and safety regulations.
7. The Holder shall mark the exterior boundaries of the right-of-way with stake and/or lath at 100 to 200 foot intervals prior to site mobilization. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the holder. The holder shall maintain all boundary stakes and/or laths in place during construction and until final cleanup and restoration is completed. The requirements of this stipulation shall cease when cleanup and restoration of the site, post construction, are complete, and the GIS data required are submitted to the Authorized Officer. Cleanup and restoration post construction as it applies to this stipulation does not mean the site restoration after the project ceases operation.
8. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
9. The holder will arrange and attend preconstruction conference(s) prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way or specific construction phase of the right-of-way as specified by the Authorized Officer. The holder and/or his representatives will attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, will also attend this conference to review the stipulations of the authorization, including the Plan of Development, as applicable. The holder shall notify the Authorized Officer of the schedule for any preconstruction conference at least 10 calendar days in advance of the preconstruction conference or such timeframe as may be required by the Notice to Proceed.

10. The holder shall protect all survey markers found within the right-of-way. Survey markers include, but are not limited to, Public Land Survey System line and corner markers, other property boundary line and corner markers, and horizontal and vertical geodetic monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where any of the above survey markers are obliterated or disturbed during operations, the Authorized Officer will determine how the marker is to be restored.

The holder will be instructed to secure the services of a registered land surveyor or informed that an official survey will be executed by the Bureau of Land Management (BLM). All surveying activities will be in conformance with the Manual of Surveying Instructions and appropriate State laws and regulations. Surveys by registered land surveyors will be examined by the Authorized Officer and the BLM State Office Chief Cadastral Surveyor for conformance with the Manual of Surveying Instructions and State laws and regulations before being filed in the appropriate State or county offices of record. The holder shall be responsible for all administrative and survey costs.

11. The holder shall provide for the safety of the public entering the right-of-way as appropriate. Acceptable methods includes, but are not limited to, barricades for open trenches, flagmen/women with communications systems for single-lane roads without intervisible turnouts, and attended gates during blasting.
12. The holder shall notify FAA by filing FAA Form 7460 at least 30 days before construction is to begin or the date that an application for construction permit is to be filed.
13. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction or authorization of the Authorized Officer.

Hazardous Materials

14. The holder shall implement a Hazardous Materials Handling Management Program or incorporate within their other program the items outlined below. Hazardous materials used and stored onsite will be managed according to the specifications outlined below as follows:
 - **Hazardous Materials Handling Program.** A project-specific hazardous materials management program will be developed prior to initiation of construction. The program will outline proper hazardous materials use, storage, and disposal requirements. The program will identify types of hazardous materials to be used during construction activities. All personnel will be provided with project-specific training. This program will be developed to ensure that all hazardous materials are handled in a safe and environmentally sound manner. Employees will receive hazardous materials training and will be trained in: hazardous waste procedures; spill contingencies; waste minimization procedures; and treatment, storage, and disposal facility (TSDF) training in accordance with OSHA Hazard Communication.
 - **Transport of Hazardous materials.** Hazardous materials that will be transported by truck include fuel (diesel fuel and gasoline), and oils and lubricants for equipment. Containers used to store

hazardous materials will be properly labeled and kept in good condition. Written procedures for the transport of hazardous materials used will be established in accordance with U.S. Department of Transportation (USDOT), and Nevada Department of Transportation (NDOT) regulations. A qualified transporter will be selected to comply with federal and state transportation regulations.

- **Fueling and Maintenance of Construction Equipment:** Written procedures for fueling and maintenance of construction equipment will be prepared prior to construction. Vehicles and equipment will be refueled on site or by tanker trucks. Procedures will include the use of drop cloths made of plastic, drip pans, and trays to be placed under refilling areas to ensure that chemicals do not come into contact with the ground. Refueling stations will be located in designated areas where absorbent pads and trays will be available. The fuel tanks will also contain a lined area to ensure that accidental spills do not occur. Drip pans or other collection devices will be placed under the equipment at night to capture drips or spills. Equipment will be inspected daily for potential leakage or failures. Hazardous materials such as paints, adhesives and solvents, will be kept in an approved locker or storage cabinet.

Pesticides

15. Use of pesticides and herbicides shall comply with all applicable Federal and State laws. Pesticides and herbicides shall be used only in accordance with their registered uses within limitations imposed by the Secretary of the Interior. Prior to the use of the pesticides, the holder shall obtain from the Authorized Officer, written approval of a Pesticide Use Proposal Plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, locations of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer.
16. Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. A Pesticide Use Proposal must be submitted for each chemical used, and it cannot be used until approval has been obtained in writing from the Authorized Officer. The proposal needs to identify any surfactants or dyes used in the spraying operation. Applicator(s) of chemicals used must have completed pesticide certification training and have a current up to date Certified Pesticide Applicator's License. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year for the life of the project including the site restoration and reclamation periods. This includes the following:

- Brand or Product name
- EPA registration number
- Total amount applied (use rate #A.I./acre)
- Date of application
- Location of application
- Size of area treated
- Method of treatment (air/ground)
- Name of applicator
- Certification number and dates
- Costs to treatment
- Amount of surfactants or dyes used in spraying operation

The record information must be recorded no later than 14 calendar days following the pesticide or herbicide application and must be maintained for ten years.

Geologic Events and Soils

17. To minimize or avoid potential hazards from earthquakes and other geologic events, the holder will be responsible for performing the appropriate inspections following geologic events in the vicinity of the project site. A report of any inspections and recommendations will be provided to the Authorized Officer, and recommendations of the report will be made to ensure that hazards are minimized for the next comparable or larger event. The holder will implement the recommended corrective actions outlined in the report.
18. The holder shall in accordance with the International Building Code (IBC) design and construct the Project facilities to withstand geological hazards by taking earthquake activity, seismicity, fault locations, and ground subsidence into consideration.
19. The holder shall acquire the appropriate insurance coverage to address potential off-site damage to structures or injury to people by facility structures that are moved off-site by a geologic event such as an earthquake or flash flood event.
20. The holder shall ensure that imported soils are free from contaminants before use on the site. At the request of the Authorized Officer, soils shall be tested (at the cost of the holder) to ensure that hazardous materials are not present within the imported fill.
21. The holder shall ensure that imported soils are consistent in texture and drainage characteristics to existing on-site soils before use on the site. At the request of the Authorized Officer and the expense of the holder, soils will be tested to ensure they are of the same soil type as pre-construction soils.
22. If drainages cannot be avoided by infrastructure placement, the holder shall design drainage crossings or diversions to accommodate estimated peak flows and ensure that natural volume capacity can be maintained throughout construction and upon post-construction restoration.

Fire Suppression

23. The holder shall be liable for all fire suppression costs resulting from fires caused during construction or operations. All guidelines and restrictions imposed by agency fire control officials will be followed.

The following fire prevention measures shall be implemented by the holder or its contractor during construction:

- Maintain a list of all relevant fire fighting authorities near the project site. The closest resources to respond to a wildland fire threatening the community of Tonopah would come from the Tonopah Volunteer Fire Department in Tonopah, Nevada;
- Have and maintain available fire suppression equipment in all construction areas, including but not limited to: water trucks, potable water pumps, and chemical fire extinguishers. Ensure an adequate supply of fire extinguishers for welding and brushing crews;

- Include mechanisms for fire suppression in all heavy equipment, including fire extinguishers and spark arresters or turbo-charging (which eliminates sparks in exhaust);
- Remove any flammable wastes generated during construction on a regular basis;
- Vegetation clearing shall be accomplished in a manner that reduces vegetation and does not create a fire hazard;
- Store all flammable materials used at the construction site;
- Allow smoking only in designated smoking areas; and
- Require all work crews to park vehicles away from flammable vegetation, such as dry grass and brush. At the end of each workday, heavy equipment should be parked over mineral soil, asphalt, or concrete, where available, to reduce the chance of fire.

Revised Plan of Development

24. The holder shall, prior to construction activities, provide the Authorized Officer a Revised Plan of Development, a Performance and Reclamation bond, a Site Restoration Plan, a Groundwater Monitoring Plan, and a Traffic Management Plan. Prior to construction, and upon approval of the Plan of Development, acceptance of the Performance and Reclamation bond, approval of the third-party Compliance Inspection Contractor, approval of the Site Restoration Plan, approval of the Groundwater Monitoring Plan, and approval of the Traffic Management Plan, a Notice to Proceed will be issued by the Authorized Officer.
25. The holder shall submit to the Authorized Officer a Revised Plan of Development that is reflective of the activities authorized in the right-of-way lease/grant. The holder shall ensure that the following elements are contained within the Revised Plan of Development:
 - A storm water monitoring and response plan to be used to minimize impacts from flood damage during the life of the project. At a minimum, this plan shall include: visual surveys of all structures for scour following major storm events, visual surveys of fencing to check for damage and/or debris, cleanup of broken equipment if failures do occur, inspection and cleanup of downslope or downgradient areas, if debris is transported off site, and adaptive management of flood protection and erosion actions if the monitoring plan reveals routine damage to project structures due to flooding. Any changes must be approved in advance by the Authorized Officer.
 - Flood risk control measures to be used to minimize impacts during the life of the project. These measures shall include at a minimum, the following items:
 - Helio-stat mirrors designed to be at least 6 inches above the surrounding grade; and
 - Flows that may cross the power block shall be diverted around the power block to prevent flooding potential within the power block; and
 - Adaptive management of actions if erosion and sedimentation control measures are found to be insufficient or excessive or if flooding proves to be destructive. Any changes must be approved by the Authorized Officer.

Water Permits

26. The holder shall develop, implement, and submit for approval by the Authorized Officer a Groundwater Monitoring Plan prior to construction. The plan will include metering of project wells and monthly reports to Tonopah Public Utilities and quarterly reports on water to the BLM and State Engineer.

The holder will prior to beginning any clearing, grading or excavation activities associated with construction of the project, develop and implement an approved construction-phase Storm Water Pollution Prevention Plan (SWPPP) as required under the General Storm Water Construction Activity Permit, as well as implement any other project-specific mitigation measures required by other agencies (e.g. NDEP, Nye County, USACE).

The holder will obtain and comply with permits for construction of project specific water pipelines or septic system prior to construction of the plant.

The holder will apply for the appropriate water right permits for a change in place of use, manner of use and point of diversion (for water purchase option), as required, with the Nevada Division of Water Resources.

The holder prior to commercial operation, as required under the General Industrial Activity Storm Water Permit, will develop and implement an operations phase of the SWPPP.

Visual Resource Management /Night Lighting

27. Measures to reduce night lighting in all natural areas to avoid unnecessary visual disturbance to wildlife. Methods to be implemented include, but are not limited to, shielding methods, and/or reduced human intensity. Effective lighting should have screens that do not allow the bulb to shine up or out. All lighting to be located to avoid light pollution onto any adjacent lands as viewed from a distance. Lighting fixtures shall be hooded and shielded face downward, located within soffits and directed on or to pertinent site only, and away from adjacent areas.
28. Outdoor lighting to be low-pressure sodium lighting and photocell controlled through contacts that control the outdoor lighting. Sensor lights and directional lighting to be used in cases where safety and security would not be compromised.
29. Lighting will not be provided for in the solar field, but is expected to be provided for in the following areas: building interior equipment, office, control, maintenance, and warehouse; tower, exterior building entrances, outdoor equipment within the power block and tank areas; power transformers; power block roadway, parking areas within the power block area; tank area, entrance gate; water treatment and air cooled condenser areas.
30. A lighting plan shall be submitted with the site plan review and/or architectural drawings indicating the types of lighting and fixtures, the locations of fixtures, lumens of lighting, and the areas illuminated by the lighting plan.
31. Any required FAA lighting is exempt from this condition.

32. The holder shall ensure that all structures installed as part of the project will be color treated to reduce contrast with the surrounding environment. Structures to be color treated include the cooling tower siding and fan shroud, the air cooled condenser siding, building siding and roofing, water tanks, any walls surrounding switchyard/substation facilities, and any other walls or enclosed structures installed as part of the project. The holder will work with the Authorized Officer to select the appropriate color from the BLM approved color palette. All color treatments shall be approved by the Authorized Officer prior to any application.

Site Restoration

33. The holder shall develop, and submit for approval by the Authorized Officer, a Site Restoration Plan. If applicable, one component of that plan shall describe measures to mitigate and compensate for special status plants such as transplanting/re-seeding and/or compensation in consultation with appropriate agencies (USFWS, BLM, and/or NDOW). The plan will also outline the protocol for the re-vegetation of the portions of the project area that are classified as temporarily impacted. The plan will provide a matrix showing how the holder will address each species considered sensitive in terms of mitigation type (e.g., seed collection, salvage, fencing certain populations). This will include clearly describing how cacti will be salvaged, stored, and re-established or protected and relocated. The plan will also define success criteria in accordance with agency guidance and outline mitigation measures to be implemented if the success criteria are not met.

Traffic Management Plan

34. The holder will produce, and submit for approval by the Authorized Officer, a Traffic Management Plan that identifies Best Management Practices (BMP) to minimize construction-related traffic impacts. Specifically, the BMPs shall ensure an adequate flow of traffic in both directions by providing sufficient signage to alert drivers of construction zones, notifying emergency responders prior to construction, conducting community outreach, and control traffic around impacted intersections. The Traffic Management Plan shall also include the following:
- To the extent possible, deliveries of materials will be scheduled for off-peak hours to reduce effects during periods of peak traffic;
 - To further reduce effect to the Gabbs Pole Line Road, the plan will identify alternate means of access to the site that may be used during peak construction or by traffic originating in locations other than Tonopah. The primary means of access, being Highway 95, then north on Gabbs Pole Line Road to the project site;
 - Truck traffic will be phased throughout construction;
 - Truck traffic will use designated truck routes when arriving to and departing from the proposed work sites;
 - Signs and public notices regarding construction work will be distributed before disruptions occur, identifying detours to maintain access, the use of flagmen or escort vehicles to control and direct traffic flow, and scheduling roadway work during periods of minimum traffic flow.

Noise

35. The holder shall ensure that construction equipment is maintained per manufacturers' recommendations. The holder shall ensure that all equipment is adequately muffled and maintained, to include: use of noise controls on standard construction equipment and shielding on impact tools, use of broadband noise backup alarms on mobile equipment, and installation of mufflers on exhaust stacks of all diesel and gas-driven engines.

Cultural

36. Any cultural resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the holder.

The holder shall immediately notify the BLM Authorized Officer of any paleontological resources discovered as a result of operations under this authorization. The holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the Authorized Officer, and shall protect the locality from damage or looting. The Authorized Officer will evaluate, or will have evaluated, such discoveries as soon as possible, but not later than 5 working days after being notified. Appropriate measures to mitigate adverse effects to significant paleontological resources will be determined by the Authorized Officer after consulting with the holder. The holder is responsible for the cost of any investigation necessary for the evaluation and for any mitigation measures, including museum curation. The holder may not be required to suspend operations if activities can avoid further impacts to a discovered locality or be continued elsewhere, however not suspending operations must be approved by the Authorized Officer.

Although unlikely, any human remains that may be discovered during authorized activities shall be protected by all Project personnel and construction crew members by following the procedures set forth in Section VI of the October 26, 2009, State Protocol Agreement between the BLM and the Nevada State Historic Preservation Office. This includes at a minimum: 1) it is the responsibility of the holder to notify the BLM authorized contracting officer and archaeologist immediately, 2) cease all construction activities within a 100 meter buffer area, and 3) to ensure protection of the discovery from further damage or vandalism until a BLM-authorized archaeologist evaluates the nature of the materials. If needed, mitigation procedures will be developed by the BLM in consultation with the State Historic Preservation Office.

GIS requirements

37. Within 120 calendar days of completion of construction, the holder shall submit to the Authorized Officer, as-built drawings and a certification of construction verifying that the facility has been constructed in accordance with the design, plans, specifications, and applicable laws and regulations.

Within 90 days of construction completion, the holder shall provide the Authorized Officer with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the right-of-way:

Acceptable data formats are:

Corrected Global Positioning System files with sub-meter accuracy or better, in UTM NAD 83; Zone 11;
ARC GIS export files on a CD ROM, shapefile, geodatabase.

Data may be submitted in any of the following formats:

ARC GIS interchange, shapefile or geodatabase format.
CD ROM in compressed or uncompressed format.

All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (775) 482-7800.

Biological and Wildlife Protocols

38. Preconstruction surveys must be conducted by qualified biologists according to the most current USFWS protocols, where available, by species. These surveys will include surveying mowing areas, brush clearing areas, and ground disturbance areas within habitat deemed suitable for sensitive species by a qualified biologist. These surveys will be conducted for the presence of special status plants, the presence of noxious weeds, and the presence of general and special status wildlife species, to reduce direct loss of vegetation and wildlife and to prevent the spread of noxious plant species. The holder will submit survey results to the Authorized Officer.
39. Prior to construction, a Noxious Weed Management Plan will be developed in accordance with BLM standards. Included in the noxious weed plan will be stipulations regarding construction, restoration, and operation (e.g. use of weed-free materials, washing of equipment, etc.).
40. Pre-construction surveys conducted to identify the locations of cacti plants that are protected by the State of Nevada (NRS 527.60-120) will be flagged and avoided until BLM authorizes a proper salvage protocol.
41. Construction holes left open over night shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole. Construction holes that are broad, shallow, and have sloped walls and that do not pose a safety concern are not subject to the stipulation (example: an excavation for a major equipment foundation that may be 100-feet wide by 100-feet long, and 4-feet deep, with slopes that allow an animal or person to walk out).
42. All powerlines shall be designed, installed, and constructed to be avian-safe in accordance with the standards outlined in "Suggested Practices for Avian Protection on Power Lines: the State of the Art in 2006" (APLIC 2006). Unless otherwise agreed to in writing by the Authorized Officer, powerlines shall also be constructed in accordance with standards outlined in "Suggested Practices for Raptor Protection on Powerlines", Raptor Research Foundation, Inc., 1996. The holder shall assume the burden and

expense of proving that pole designs not shown in the raptor protection publication are "eagle safe."

Such proof shall be provided by a raptor expert approved by the Authorized Officer. The BLM reserves the right to require modifications or additions to all powerline structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.

Raptor deterrents shall be installed and maintained on horizontal surfaces to deter avian predators to decrease predation risks for the pale kangaroo mouse and dune scarabs present in the vicinity of the solar facility and transmission alignment.

43. Avian and wildlife mortality monitoring of transmission lines and power poles, at the central receiving tower, and around the solar heliostats shall be conducted under the same frequency guidelines as the monitoring of the evaporation ponds.
44. A Worker Environmental Awareness Program (WEAP) shall be prepared by the holder. All construction crews and contractors will be required to participate in WEAP training prior to starting work on the project. The WEAP training shall include a review of the special status species and other sensitive resources that could exist in the project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources. A record of all trained personnel will be maintained.

Project personnel are not allowed to bring pets to the project area in order to minimize harassment or killing of wildlife and to prevent the introduction of destructive animal diseases to native wildlife populations.

Wildlife species may not be collected for pets or any other reason.

45. All ground-disturbing activities will be conducted outside the migratory bird nesting season (March 15 – July 31). If ground-disturbing activities cannot be avoided during this time period, pre-construction nest surveys shall be conducted by a BLM-approved biological monitor with the following guidelines:

For raptors specifically, the holder will use the USFWS Utah Field Office Guidelines for Raptor Protection from Human and Land Use Disturbances (1999) to determine appropriate survey areas and disturbance buffers for active nests.

For all non-raptor bird species, surveys shall cover all potential nesting habitat in and within 300 feet of the area to be disturbed.

Surveys must be conducted between sunrise and 3 hours post-sunrise when birds are most active.

Because there are no standardized disturbance buffers for active non-raptor bird nests, if active nests are detected, a no-disturbance buffer zone (as determined by USFWS), NDOW, and BLM) will be established. Nest locations shall be mapped and submitted to the BLM as needed.

Active bird nests will not be moved during the breeding season unless the holder is expressly permitted to do so by the USFWS, BLM, and NDOW.

All active nests and disturbance or harm to active nests will be reported within 24 hours to the USFWS, the BLM, and NDOW upon detection. The biological monitor will halt work if it is determined that active nests are being disturbed by construction activities, until further direction or approval to work is obtained from the appropriate agencies.

46. The holder shall ensure that all steep-walled trenches, auger holes, or other excavations are covered at the end of each day. Fencing will be maintained around the covered excavations at night. For open trenches, earthen escape ramps will be maintained at intervals of no greater than 0.25 mile. A biological monitor will inspect all trenches, auger holes, or other excavations a minimum of twice per day, and also immediately prior to back-filling. Any species found will be safely removed and relocated out of harm's way, using a pool net when applicable. For safety reasons, biological monitors will, under no circumstance, enter open excavations.
47. The holder shall consult with the BLM, USFWS, and NDOW regarding conservation measures to be implemented to avoid impacts on desert bighorn sheep during construction. Avoidance and minimization measures could include such elements as preconstruction surveys, biological monitoring, and timing construction activities to avoid bighorn sheep active seasons.

Golden Eagle Nest Monitoring

48. Monitoring of the known golden eagle nest will be required during construction and at least five (5) years post-construction.

Monitoring can and should be done from the main road.

At least two (2) observation periods per season shall be completed between March – June. Observation periods will last at least four (4) hours, or until nest occupancy can be confirmed. Observation periods will be at least 30 days apart.

Surveyors need to be experienced with raptor identification and survey techniques. A report of findings should be submitted to Tonopah Solar Energy, NDOW, and the BLM that includes dates, times, species seen, activity, etc.

Evaporation Ponds

49. The holder shall comply with the following mitigation measures for evaporation ponds:
- The evaporation ponds will be fenced on the perimeter; 8-feet high;
 - Anti perching devices will be deployed around the evaporations ponds;
 - Initiate the use of an air canon in order to haze waterfowl and frighten them away from the evaporation ponds;
 - Deployment of hazing devices, including visual scare devices, to discourage waterfowl from landing on the pond;

- Evaporation ponds will be monitored for wildlife mortality and a contingency plan for wildlife mortality incidents will be developed in consultation with the BLM, NDOW and the USFWS. The contingency plan will include short and long-term measures to deter wildlife from the area;
- A monitoring program will be implemented that includes a leak detection, collection and removal system and visual inspection of the pond liners and sludge deposits;
- Evaporation ponds will be monitored for increased levels of toxicity and a mitigation plan will be ready for implementation should toxicity levels rise.

Pale Kangaroo Mouse Monitoring

50. The holder will provide \$200,000.00 in funding for a phase study that will provide information to allow the BLM and NDOW to make timely, informed management and land use decisions related to the long-term management and conservation of the pale kangaroo mouse. The holder will place the first year's funding requirement of \$75,000.00 in a joint holder/BLM account prior to the execution of the right-of-way grant. The required funding balance will be paid over the following 2 years in payments of \$62,500.00, for a grand total of \$200,000.00 over 3 years. Each payment will be placed in a joint holder/BLM account annually to the date of the first payment. Fees incurred in setting up and maintaining this account and all interest accumulated by this account will be the responsibility and property of the holder. All disbursement of funds will be at the discretion of the BLM.

At a minimum, the holder's funding would contribute to the following phases: (1) Compile and summarize existing information and data regarding the pale kangaroo mouse such that it can be used to develop methodologies for later habitat mapping, surveying, and sampling distribution; this would result in GIS-usable data and (2) using information from phase one, conduct surveys to determine habitat needs, distribution, and relative abundance of the pale kangaroo mouse, with study efforts occurring primarily in the Lower Smoky Valley area identified in the EIS. These efforts must tie directly back to data needs for supporting management decisions.

Decommissioning/Air Standards

51. The holder shall conduct all activities associated with construction, operation, maintenance and decommission of this right-of-way lease/grant within its authorized limits.
52. The holder shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable federal, state, or local laws or regulations. The holder shall be responsible for dust abatement within the limits of the right-of-way lease/grant and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The holder shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the right-of-way.

Notwithstanding whether a violation of any air quality permit, law or regulation results, the holder will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with the law and appropriate to the circumstances at the sole cost of the holder.

Prior to relinquishment, abandonment, or decommission of this right-of-way, the holder shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

During excavation, backfilling, and contouring, the disturbed soil shall be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.

The project owner will use energy efficient powered light trucks for facility maintenance, except for mirror washing, welding rigs, or other specific activities which requires a larger vehicle.

The project owner will provide a site operations dust control plan that:

- Describes the wind erosion control techniques such as windbreaks, water, and approved chemical dust suppressants that will be used on areas that could be disturbed by vehicles or wind; and
- Identifies the location of signs throughout the facility that will limit traveling on unpaved portion of roadways to solar equipment maintenance vehicles only.

Traffic on the project site will be restricted to designated roadways within the site to minimize the disturbance of soil unrelated to actual construction of heliostats within the project.

Designated roadways that could be disturbed by vehicles or wind will be treated with an approved dust suppressant during both construction and operation. The approved suppressant will be one that has been applied previously on properties owned by the BLM, and that has been previously reviewed and approved by the Army Corps of Engineers as an acceptable dust palliative.

Areas within the project designated for construction of solar mirrors or other project related equipment that could be disturbed by wind will be treated with an approved dust suppressant during both construction and operation. The approved suppressant will be one that has been applied previously on properties owned by the BLM, and that has been previously reviewed and approved by the Army Corps of Engineers as an acceptable dust palliative. The ongoing application of approved suppressants during the long-term operation of the project will be made based upon determination of a need for additional coverage from time to time.

Mineral Material

53. Mineral material generated, and not needed for construction or development activities within the authorized limits of the right-of-way lease/grant, requires a specific BLM use authorization in accordance with regulations at 43 CFR 3600 prior to the removal of in place excess mineral material. All mineral material generated needs to be used on site within the right-of-way lease/grant area or stockpiled on site for sale by the BLM.

EXHIBIT 4

APN: 012-031-04; 012-131-03; 012-131-04
Portion of 012-140-01; 012-150-01
Portion of 012-141-01; 012-431-06

RECORDING REQUESTED BY:
Chicago Title Company
9075 W. Diablo Drive, Suite 100
Las Vegas, NV 89148

AND WHEN RECORDED MAIL TO:
Allen & Overy LLP
Attn: Charles Williams, Esq.
1221 Ave of the Americas
New York, NY 10020
81101313 / 11900088

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

DOC # 774517

Official Records Nye County Nevada
Deborah Beatty - Recorder
10/26/2011 03:00:50 PM
Requested By: CHICAGO TITLE AGENCY
Recorded By: jrf
Recording Fee: \$43.00
Non Conformity Fee: \$0.00
Page 1 of 30



(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**CONSTRUCTION AND PERMANENT DEED OF TRUST
WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

by and from

TONOPAH SOLAR ENERGY, LLC, "Grantor"

to

CHICAGO TITLE AGENCY OF NEVADA, "Trustee"

for the benefit of

**PNC BANK, NATIONAL ASSOCIATION, d/b/a MIDLAND LOAN SERVICES,
a division of PNC BANK, NATIONAL ASSOCIATION,
in its capacity as Agent for the Secured Parties, "Beneficiary"**

Dated as of October 25, 2011

Counties: Nyc

State: Nevada

**THE SECURED PARTY (BENEFICIARY) DESIRES THIS FIXTURE FILING TO BE
INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.**

**CONSTRUCTION AND PERMANENT DEED OF TRUST
WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

THIS CONSTRUCTION AND PERMANENT DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "*Deed of Trust*") is dated as of October 25, 2011 and is given and made by and from TONOPAH SOLAR ENERGY, LLC, a Delaware limited liability company ("*Grantor*"), whose address is c/o Solar Reserve, LLC, 2425 Olympic Blvd., Suite 500E, Santa Monica, CA 90404, to CHICAGO TITLE AGENCY OF NEVADA, a Nevada corporation ("*Trustee*"), with an address at 9075 W. Diablo Drive, Suite 100, Las Vegas, NV 89148, as trustee, for the benefit of PNC BANK, NATIONAL ASSOCIATION, doing business as MIDLAND LOAN SERVICES, a division of PNC BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 10851 Mastin, Suite 700, Overland Park, Kansas 66210, in its capacity as collateral agent (in such capacity, together with any successor collateral agent appointed in accordance with the Guarantee Agreement, "*Agent*") for the U.S. Department of Energy ("*DOE*") ("*Beneficiary*").

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Loan Guarantee Agreement dated as of September 23, 2011, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "*Guarantee Agreement*"), by and between Grantor and the DOE. As used herein, the following terms shall have the following meanings:

(a) "*Excluded Assets*" (i) any lease, license, contract, property right, agreement or Permit (defined below) to the extent that the granting of a security interest by the Grantor in such lease, license, contract, property right, agreement or Permit would constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights, agreement or Permit or, solely with respect to any Permit, would render such Permit void, voidable, terminable or revocable (other than to the extent that any such term or provision creating such breach, termination, or default would be rendered ineffective by Nevada Revised Statutes 104.9406, 104.9407, 104.9408 or 104.9409) and (b) the Security Reserve Accounts (as defined in the Guarantee Agreement); provided, that such lease, license, contract, property right, agreement or Permit shall only be excluded from the Mortgaged Property only to the extent and for so long as the consequences specified above shall exist and shall constitute part of the Mortgaged Property and become subject to the security interest granted under this Deed of Trust immediately and automatically at such time as such consequences shall no longer exist and (ii) any funds distributed or paid from any applicable Project Account to any Person pursuant to the terms of the Account Agreement and the Guarantee Agreement (including, without limitation, any funds distributed from the Restricted Payment Account).

(b) "*Event of Default*": An Event of Default under and as defined in the Guarantee Agreement. In addition, at Beneficiary's option, it shall also be an Event of Default under this Deed of Trust if Grantor delivers a Termination Notice (defined below). All notice

and cure periods provided in the Guarantee Agreement or in any other Financing Document following the occurrence of an Event of Default as defined therein shall run concurrently with any notice or cure periods provided by law following such Event of Default. Without limiting the foregoing, any other provision hereof to the contrary notwithstanding, Beneficiary or the Trustee shall be entitled to cause a notice of breach and election to sell to be recorded and mailed if an Event of Default occurs and the recording and mailing to Grantor of such notice of breach and election to sell shall constitute notice of a failure to perform pursuant hereto.

(c) "**Generation-Tie Easement**": That certain Grant of Generation-Tie Easement made and entered into as of September 12, 2011 by and between Grantor, as the Grantee thereunder, and Liberty Moly, LLC, a Delaware limited liability company (together with its successors in interest, "**Liberty Moly**"), as the Grantor thereunder, which instrument was recorded on September 14, 2011 in the Official Records of Nye County, Nevada as Document #772385.

(d) "**Mortgaged Property**": All the estate, right, title, and interest of Grantor now or hereafter acquired in the real property described in Exhibit A-1 attached hereto, together with any greater estate therein as hereafter may be acquired by Grantor (the "**Land**"), and all estate, right, title, and interest of Grantor now or hereafter acquired in the following:

(i) The ROW Grants (defined below), the Generation-Tie Easement, and the estates granted to Grantor under each of the foregoing, as the same may be amended, renewed, modified, supplemented, or extended from time to time;

(ii) All buildings and other improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon the Land and all building materials and building equipment now or hereafter delivered to and intended to be installed in or on the Land and other improvements now or hereafter attached to or placed, erected, constructed or developed on the Land or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereon (all of the foregoing estate, right, title and interest being hereinafter collectively referred to as the "**Improvements**"; with the Land and Improvements collectively referred to as the "**Premises**");

(iii) All contracts, leases, consents or other agreements of every kind or nature affecting the use, occupancy or ownership of the Premises or any other of the Mortgaged Property and the right to receive and apply the rents, issues, profits, products, income and royalties of the Trust Property to the payment of the Obligations;

(iv) All equipment, goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with or arising from the Premises (all of the foregoing being hereafter collectively referred to as the "**Personalty**" or "**Personal Property**");

(v) All Personal Property, including, without limitation, all machinery, apparatus, equipment, fixtures, furnishings, inventory, fittings and articles of personal property now or hereafter located on or at or attached, installed in, or used in or about the Premises in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) located on or which are necessary or useful for the complete and comfortable use and occupancy of the Project or Premises for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in the development of the Project or Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same shall be attached to the Project or the Premises (all of the foregoing estate, right, title and interest, and products and accessions referred to herein as "**Fixtures**");

(vi) All reserves, escrows or impounds required under the Guarantee Agreement or any of the other Financing Documents, except for the Security Reserve Accounts (as defined in the Guarantee Agreement), and all deposit accounts maintained by Grantor with respect to the Mortgaged Property (the "**Deposit Accounts**");

(vii) All leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person other than Grantor a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**");

(viii) All of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**");

(ix) All other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "**Property Agreements**"), including, without limitation, the Permits;

(x) All Water Rights (defined below);

(xi) All property tax refunds payable with respect to the Mortgaged Property (the "**Tax Refunds**"); all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the "**Insurance**"); and all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personality (the "**Condemnation Awards**");

(xii) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory (the "**Books and Records**");

(xiii) All other easements, rights of way and other rights now or hereafter used in connection with the Premises or the Project and all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto or appertaining to the foregoing; and

(xiv) All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**").

As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. Notwithstanding the foregoing, "Mortgaged Property," "Land," "Improvements," "Premises," "Personalty," "Fixtures," "Deposit Accounts," "Leases," "Rents," "Property Agreements," "Tax Refunds," "Proceeds," "Insurance," "Condemnation Awards," and "Books and Records" shall not include any Excluded Asset. Types of collateral defined in the UCC, including without limitation, goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, shall have the meanings given thereto in the UCC.

(c) "**Guaranteed Loan**": The Guaranteed Loan under and as defined in the Guarantee Agreement.

(f) "**Obligations**": The Secured Obligations under and as defined in the Guarantee Agreement.

(g) "**Permits**": All development and use rights, governmental permits and licenses issued with respect to the Premises, including, without limitation, those identified on Exhibit A-2 attached hereto, with each of such Permits individually referred to herein as a "**Permit**."

(h) "**Permitted Liens**": The Liens specified in the definition of "Permitted Liens" set forth in Exhibit A to the Guarantee Agreement.

(i) "**ROW Grants**": Collectively those certain Rights of Way identified on Exhibit A-3 attached hereto, each of which is individually referred to herein as an "**ROW Grant**."

(j) "**Security Agreement**": That certain Security Agreement by and among Grantor, the U.S. Department of Energy, acting by and through the Secretary of Energy, and Agent dated as of the date hereof, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.

(k) "**Termination Notice**": Any notice delivered by Grantor pursuant to Nevada Revised Statutes 106.380 stating that Grantor elects to terminate the operation of this Deed of Trust as security for future advances of principal, including any Advance, made after Beneficiary receives such notice.

(l) "**UCC**": The Uniform Commercial Code of Nevada or, if, by reason of mandatory provisions of law, the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Nevada, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

(m) "**Water Rights**": All water and water rights, ditch and ditch rights, and water stock (whether riparian, appropriative or otherwise, and whether or not appurtenant), relating to all or any part of the Land or Improvements or the use and enjoyment thereof, including, without limitation, those described on Exhibit A-4 attached hereto and all applicable applications, permits, rights of diversion, and rights to change the point of diversion, place of use and manner of use with respect thereto.

ARTICLE 2

GRANT

Section 2.1 Grant. To secure the full and timely payment and performance of the Obligations, Grantor hereby irrevocably and unconditionally GRANTS, BARGAINS, ASSIGNS, SELLS, TRANSFERS, CONVEYS, SETS OVER and CONFIRMS, to Trustee, IN TRUST, for the benefit and security of Beneficiary, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, the Mortgaged Property to the extent that it constitutes real property under applicable law and to the extent it does not constitute personal property or fixtures to which Article 9 of the UCC is applicable, subject, however, to the Permitted Liens, TO HAVE AND TO HOLD said Mortgaged Property pursuant to this Deed of Trust and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to such Mortgaged Property unto Trustee.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows:

Section 3.1 Replacement of Fixtures and Personalty. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures, Equipment or Personalty owned or leased by Grantor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or is permitted to be removed by the Guarantee Agreement.

Section 3.2 Performance of Guarantee Agreement. Grantor shall fully pay and perform, as and when payment or performance is due, all of its monetary and non-monetary obligations and covenants under the Guarantee Agreement.

ARTICLE 4

DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at Beneficiary's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Financing Documents providing for the automatic acceleration of the Guaranteed Loan and the Obligations upon the occurrence of certain Events of Default referred to in Section 8 of the Guarantee Agreement, declare the Guaranteed Loan and the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry upon and Operation of Mortgaged Property. Subject to applicable law, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon that comprise part of the Mortgaged Property. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default, and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor. To the fullest extent permitted by applicable law, Beneficiary may hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), all in a manner consistent with the terms of the ROW Grants and apply all Rents and other amounts collected by Trustee or Beneficiary in connection therewith. To the fullest extent permitted by applicable law, in connection with the foregoing, Beneficiary may do any and all other things that it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: enforcing, modifying, or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction pursuant to the terms and conditions of the EPC Contract (as such term is defined in the Guarantee Agreement); contracting for and making repairs and alterations; and/or collecting all Rents. If Beneficiary so requests, Grantor shall assemble all of the Mortgaged Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Grantor hereby irrevocably constitutes and appoints Beneficiary as Grantor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures.

(c) Cure; Protection of Security. To the fullest extent permitted by applicable law, cure any breach or default of Grantor, and if it chooses to do so in connection with any such cure, and do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien, other than Permitted Liens, which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Financing Documents; otherwise caring for and protecting any and all of the Mortgaged Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Beneficiary may determine, subject to applicable law. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary may be a purchaser at such sale, may credit bid an amount up to the outstanding Obligations and any such sale, and if Beneficiary is the highest bidder, Beneficiary may credit the portion of the purchase price that would be distributed to Beneficiary against the Obligations in lieu of paying cash. In the event this Deed of Trust is foreclosed by judicial action, appraisal of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to take charge and possession of any or all of the Mortgaged Property and rent, maintain and otherwise operate the Mortgaged Property and receive and collect all rents, income, receipts, revenues, issues and profits therefrom, whether such receivership be incident to a proposed sale of such property or otherwise, upon such terms as may be approved by the court, and in a manner consistent with the terms of the ROW Grants, and such receiver shall apply such Rents in accordance with the provisions of Section 4.7. Beneficiary may waive any requirement that the receiver post a bond and shall have the power to designate and select the person who shall serve as the receiver and to negotiate all terms and conditions under which such receiver shall serve, provided that the Beneficiary shall appoint and select a receiver that is disinterested and qualified. Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by Beneficiary, if made in accordance with the terms of the Financing Documents, and upon such appointment, Grantor shall immediately deliver possession of the Mortgaged Property to the receiver. Grantor also irrevocably consents to the entry of an order authorizing such receiver to invest any funds held or received by the receiver in connection with such receivership, but nothing herein is to be construed to deprive Beneficiary of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Beneficiary to receive payment of the rents and income pursuant to this Deed of Trust.

(f) Uniform Commercial Code Remedies. Exercise any or all of the remedies granted to a secured party under the UCC with respect to any Personal Property or other collateral subject to the UCC. Beneficiary may elect to treat as personal property any Mortgaged Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Beneficiary may dispose of any personal

property separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law. In connection with any sale or other disposition of such Mortgaged Property separately from the sale of real property, Grantor agrees that the following procedures constitute a commercially reasonable notice of sale: Beneficiary shall mail written notice of the sale to Grantor not later than forty-five (45) days prior to such sale, and once per week during the four weeks immediately preceding such sale, Grantor shall publish notice of the sale in a daily newspaper of general circulation published in Nye County, NV. Upon receipt of any written request, Beneficiary will make such Mortgaged Property available to any bona fide prospective purchaser for inspection during reasonable business hours. However, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Mortgaged Property offered for sale and/or the aggregate amount of the Obligations. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(g) Other. Subject to the terms of applicable laws, exercise all other rights, remedies and recourses granted under the Financing Documents or otherwise available at law or in equity.

(h) Assignment of ROW Grants and Generation Tie-Easement. Following any foreclosure sale or conveyance by deed in lieu of foreclosure, Grantor hereby agrees to the assignment of the ROW Grants and the Generation Tie-Easement to the transferee entitled to such Mortgaged Property at such foreclosure sale or pursuant to such deed in lieu of foreclosure, and, to the extent that the Bureau of Land Management ("*BLM*") or any other federal agency that is a party to any such instruments or the Grantor under the Generation Tie-Easement, as applicable, requires the assignor thereof to execute any assignment application or other document or instrument with respect to such assignments, Grantor hereby appoints Beneficiary its attorney-in-fact to execute any such assignment application and any and all other documents and instruments required to effectuate such assignments on behalf of Grantor.

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by anyone or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Trustee and Beneficiary shall have all rights, remedies and recourses granted in the Financing Documents and available at law or equity, which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Financing Documents, or against the Mortgaged Property, or against anyone or more of them, at the sole discretion of Trustee or Beneficiary, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee or Beneficiary in the enforcement of any rights, remedies or recourses under the Financing Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Financing Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 4.5 Waiver of Redemption and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Trustee or Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Financing Documents and shall thereafter elect to discontinue or abandon it for any reason, Trustee or Beneficiary, as the case may be, shall have the unqualified right to do so and, in such an event, Grantor, Trustee and Beneficiary shall be restored to their former positions with respect to the Guaranteed Loan, the Obligations, the Financing Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Trustee and Beneficiary shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Trustee or Beneficiary thereafter to exercise any right, remedy or recourse under the Financing Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) *first*, to the payment of the trustee's costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same; then

(b) *second*, as provided in Section 6.1(b) of the Security Agreement.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law and the ROW Grants, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary under this Section 4.9, or otherwise under this Deed of Trust or any of the other Financing Documents or applicable law, shall bear interest in accordance with Section 8.2(a)(iv) of the Guarantee Agreement, and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Beneficiary under the Financing Documents, at law or in equity shall cause Trustee or Beneficiary to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Trustee or Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Grantor in Section 2.1 of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Trustee (for the benefit of Beneficiary) and to Beneficiary all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Trustee and Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall automatically expire and terminate, without notice to Grantor by Trustee or Beneficiary (any such notice being hereby expressly waived by Grantor to the extent permitted by applicable law), and all Rents received by Grantor shall be held in trust for the benefit of Trustee and shall be forthwith paid over to Trustee in the same form as so received.

Section 5.2 Perfection Upon Recordation. Grantor acknowledges that Beneficiary and Trustee have taken all actions necessary to obtain, and that upon recordation of this Deed of Trust Beneficiary and Trustee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases, subject only to the Permitted Liens. Grantor acknowledges and agrees that upon recordation of this Deed of Trust Trustee's and Beneficiary's interest in the

Rents shall be deemed to be fully perfected, “choate” and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the “*Bankruptcy Code*”), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor, Trustee and Beneficiary agree that (a) this Deed of Trust shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. So long as part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any tenant or any third party by purchase or otherwise.

ARTICLE 6 **SECURITY AGREEMENT**

Section 6.1 Security Interest. This Deed of Trust constitutes a “security agreement” on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Books and Records. To this end, Grantor grants to Beneficiary a first and prior security interest (subject only to the Permitted Liens) in the Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Books and Records and all other Mortgaged Property which is personal property or fixtures and to which Article 9 of the UCC is applicable to secure the payment and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Without limiting the foregoing, upon the occurrence and during the continuation of an Event of Default Beneficiary may require Grantor to assemble such personal property and make it available to Beneficiary at a place to be designated by Beneficiary.

Section 6.2 Financing: Statements. Grantor shall execute and deliver to Beneficiary such documents, instruments and further assurances, in each case in form and substance satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary’s security interest hereunder. Grantor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor represents and warrants to Beneficiary that Grantor’s jurisdiction of organization is the State of Delaware. After the date of this Deed of Trust, Grantor shall not change its name, type of organization, organizational identification number (if any), jurisdiction

of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Beneficiary.

Section 6.3 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures, including, without limitation, the Fixtures. The information provided in this Section 6.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth in the preamble of this Deed of Trust immediately preceding Article 1. Beneficiary is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust immediately preceding Article 1. Grantor represents and warrants to Beneficiary that (A) to the extent that the interest of Grantor therein is not a record interest, to the best of Grantor's knowledge, the record owner of the Land that is the subject of the ROW Grants is the U.S. Department of the Interior, Bureau of Land Management (the "**BLM**"), 4701 Torrey Pines, Las Vegas, Nevada, 89130 and the record owners of the Land that is subject to the Generation-Tie Easement are the BLM and Liberty Moly, 1726 Cole Blvd., Suite 115, Golden, CO 80401. This Deed of Trust is also a "construction mortgage" within the meaning of and subject to the provisions of UCC 9-334.

ARTICLE 7 **CONCERNING THE TRUSTEE**

Section 7.1 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for Trustee's services hereunder as shall be rendered. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of Trustee; *provided, however*, that Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct.

Section 7.2 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 7.3 Successor Trustees. If Trustee or any successor Trustee shall resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the

estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of Beneficiary and recorded in the real property records where the Premises are located and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

Section 7.4 Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee any estates, rights, powers and duties under this Deed of Trust, then, upon the written request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 7.5 Trustee Liability. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except for Trustee's gross negligence or willful misconduct.

ARTICLE 8 **MISCELLANEOUS**

Section 8.1 Notices. Any notice required or permitted to be given under this Deed of Trust shall be given in accordance with Section 11.1 of the Guarantee Agreement.

Section 8.2 Covenants Running with the Land. All covenants contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Guarantee Agreement and the other Financing Documents; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 8.3 Attorney-in-Fact. Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise solely (a) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (b) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Mortgaged Property, and (c) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; *provided, however*, that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance shall be added to and included in the Obligations and shall bear interest in

accordance with Section 8.2(a)(iv) of the Guarantee Agreement; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3.

Section 8.4 Successors and Assigns. This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary, Trustee and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

Section 8.5 No Waiver. Any failure by Beneficiary or Trustee to insist upon strict performance of any of the terms, provisions or conditions of the Financing Documents shall not be deemed to be a waiver of same, and Beneficiary or Trustee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.6 Guarantee Agreement. If any conflict or inconsistency exists between this Deed of Trust and the Guarantee Agreement, the Guarantee Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 8.7 Release or Reconveyance. Upon payment and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Guarantee Agreement, Beneficiary, at Grantor's request and expense, shall release the liens and security interests created by this Deed of Trust and instruct the Trustee to reconvey the Mortgaged Property to Grantor.

Section 8.8 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary or Trustee.

Section 8.9 Applicable Law. This Deed of Trust shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 8.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.11 Severability. If any provision of this Deed of Trust shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Deed of Trust.

Section 8.12 Entire Agreement. This Deed of Trust and the other Financing Documents embody the entire agreement and understanding between Grantor and Beneficiary relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Financing

Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 8.13 Nevada Covenants. Where not inconsistent with the other terms of this Deed of Trust or the other Financing Documents, which shall govern and prevail in the event of any conflict, Covenants No. 1 through No. 9, inclusive as set forth in Nevada Revised Statutes 107.030 are hereby adopted and made a part of this deed of trust with: Covenant No. 2 – insurance as required by the Financing Documents, Covenant No. 4 – the maximum interest rate set forth in the Financing Documents following a Default; and Covenant No. 7 – reasonable fees.

Section 8.14 Future Advances.

(a) The provisions of Nevada Revised Statutes 106.300 to 106.400, inclusive, apply to this Deed of Trust, which is to be governed by those provisions. Without limiting the generality of the forgoing statutes, this Deed of Trust shall secure all Advances to Grantor and all commitments of FFB to capitalize interest pursuant to the terms of the FFB Note Purchase Agreement, including, without limitation, future Advances made after the date of this Deed of Trust, whether such Advances are obligatory or are to be made at the option of Beneficiary or otherwise related to or in connection with the Guarantee Agreement or any other Financing Document, as are made by Beneficiary, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust. All such future Advances are intended to and shall have priority from the date this Deed of Trust is recorded up to the maximum amount set forth below. The maximum amount of the indebtedness secured hereby may increase or decrease from time to time, but the total maximum amount of principal so secured at any one time shall not exceed Seven Hundred Thirty Six Million Nine Hundred Ten Thousand Dollars (\$736,910,000), the amount of the FFB Commitment.

(b) In addition to sending any Termination Notice to any different notice address for Beneficiary set forth in the Financing Documents, which are incorporated herein by reference, for any Termination Notice to be effective, Grantor must deliver a copy thereof to each of the undersigned parties with a reference to Loan No. 1143:

United States Department of Energy
Loan Guarantee Program
1000 Independence Ave., SW
Washington, D.C. 20585
Attn: Director, Portfolio Management

United States Department of Energy
Loan Guarantee Program
1000 Independence Ave., SW
Washington, D.C. 20585
Attn: Monique Fridell

United States Department of Energy
Loan Guarantee Program
1000 Independence Ave., SW
Washington, D.C. 20585
Attn: Sven Hodges

PNC Bank, National Association,
d/b/a Midland Loan Services,
a Division of PNC Bank,
National Association
10851 Mastin, Suite 700
Overland Park, KS 66210
Attention: Treasury Department

PNC Bank, National Association,
d/b/a Midland Loan Services,
a Division of PNC Bank,
National Association
10851 Mastin, Suite 700
Overland Park, KS 66210
Attention: General Counsel

Allen & Overy LLP
Attn: Charles Williams, Esq.
1221 Ave of the Americas
New York, NY 10020

Any such address may be changed from time to time by such party by written notice to Grantor.

ARTICLE 9

PROVISIONS CONCERNING PROPERTY GRANTS

Section 9.1 Generally. As used in this Article 9, the term "*Property Grants*" means, collectively, the ROW Grants and the Generation Tie-Easement. After the occurrence and during the continuance of an Event of Default, Beneficiary may (but shall not be obligated to), in its sole discretion, take any action on behalf of Grantor to make or cause to be kept, observed or performed any such terms, covenants, provisions or agreements and to enter upon the Mortgaged Property and take all such action thereof as may be necessary therefor, to the end that the rights of Grantor in and to the interest created by the Property Grants shall be kept unimpaired and free from default, and all money so expended by Beneficiary, with interest thereon at the highest rate set forth in the Financing Documents from the date of each such expenditure, shall be paid by Grantor to Beneficiary promptly upon demand by Beneficiary and shall be added to the Obligations, and Beneficiary shall have, in addition to any other remedy of Beneficiary, the same rights and remedies in the event of non-payment of any such sum by Grantor as in the case of a default by Grantor in the payment of any sums due under any Financing Document.

Section 9.2 No Release.

(a) No release or forbearance of any of Grantor's obligations under the Property Grants, pursuant thereto or otherwise, shall release Grantor from any of its obligations under this Deed of Trust, including its obligation with respect to the payment of rent as provided for in the

ROW Grants and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Property Grants, to be kept, performed and complied with by the tenant therein.

(b) Upon the occurrence and during the continuance of an Event of Default, Grantor shall not make any election or give any consent or approval (other than the exercise of a renewal right or extension) for which a right to do so is conferred upon Grantor under the Property Grants without Beneficiary's prior written consent. Upon the occurrence and during the continuance of any Event of Default, all such rights, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of the Property Grants, all of which have been assigned for collateral purpose to Beneficiary, shall vest in and be exercisable solely by Beneficiary.

Section 9.3 Covenants, Warranties and Representations.

(a) Grantor hereby covenants, warrants and represents to Beneficiary with respect to the Property Grants as follows:

(i) Grantor will promptly notify Beneficiary of any material defaults under the Property Grants and shall deliver to Beneficiary copies of any notice of material default under the Property Grants, or of any notice from the BLM or Liberty Moly of its intention to terminate the ROW Grants or the Generation-Tie Easement, as applicable, or to re-enter and take possession of the applicable Premises, immediately upon delivery or receipt of such notice, as the case may be;

(ii) Grantor, at its sole cost and expense, shall execute and deliver to Beneficiary, within five (5) days after request, such documents, instruments or agreements as may be required to permit Beneficiary to cure any default under the Property Grants; and

(iii) Grantor shall not subordinate or consent to the subordination of its interests under the Property Grants to any mortgage lien, whether now existing or hereafter created, other than the Permitted Liens without the prior written consent of Beneficiary.

(b) In the event of default by Grantor in the performance of any of its obligations under the Property Grants, including, but without limiting the generality of the foregoing, any default in the payment of any sums payable thereunder, then, in each and every such case, Beneficiary may, at its option, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Grantor thereunder in the name of and on behalf of Grantor. Subject to the applicable restrictions set forth in the Property Grants, Grantor hereby expressly grants to Beneficiary, and agrees that Beneficiary shall have, the absolute and immediate right, after providing written notice to Grantor, to enter in and upon the Mortgaged Property or any part thereof to such extent and as often as Beneficiary, in its reasonable discretion, deems necessary or desirable in order to cure any such default with respect to the Property Grants. Grantor shall, on demand, reimburse Beneficiary for all advances made and expenses incurred by Beneficiary in curing any such default (including, without limiting the generality of the foregoing, reasonable attorneys' fees and disbursements), together with interest thereon

computed at the Default Interest Rate specified in the Financing Agreement from the date that such advance is made, to and including the date the same is paid to Beneficiary.

(c) Until the indefeasible payment in full of all Secured Obligations and if Grantor intends to extend the term of the ROW Grants, it shall deliver to Beneficiary, with the notice of such decision, a copy of the notice of extension delivered to the BLM, together with the terms and conditions of such extension.

(d) Anything contained herein to the contrary notwithstanding, Beneficiary shall have no liability or obligation under the Property Grants by reason of its acceptance of this Deed of Trust. Beneficiary shall be liable for the obligations of Grantor arising under the Property Grants for only that period of time which Beneficiary is in possession of the Premises or has acquired, by foreclosure or otherwise, and is holding all of Grantor's rights, title and interest therein.

(e) If Grantor shall acquire fee title to the property subject to the Property Grants, or any other estate, title or interest in the property subject to the Property Grants, or any portion thereof, then, immediately upon Grantor's acquisition thereof, this Deed of Trust automatically shall cover Grantor's interest in such property on the same terms, covenants and conditions as set forth herein. Simultaneously with such acquisition, Grantor, at its sole cost and expense, shall deliver to Beneficiary a title insurance policy issued by a national title company and in a form and in an amount reasonably acceptable to Beneficiary, insuring that this Deed of Trust covers Grantor's interest in such property, is a valid first lien on Grantor's interest therein, subject only to Permitted Liens. It is the intention of Grantor and Beneficiary that no documents, instruments or agreements shall be necessary to confirm the foregoing coverage of this Deed of Trust to cover Grantor's interest in such property, as aforesaid, and that such coverage shall occur automatically upon the consummation of Grantor's acquisition of such estate, title or interest to such property. Notwithstanding the foregoing, Grantor shall make, execute, acknowledge and deliver to Beneficiary, in form satisfactory to Beneficiary, all such further or other documents, instruments, agreements or assurances as may be required by Beneficiary to confirm the coverage of this Deed of Trust to cover Grantor's interest in such property. Grantor shall pay all expenses incurred by Beneficiary in connection with the preparation, execution, acknowledgment, delivery and/or recording of any such documents, including without limiting the generality of the foregoing, all filing, registration and recording fees and charges, documentary stamps, mortgage taxes, intangible taxes, and reasonable attorneys' fees, costs and disbursements.

(f) If any action or proceeding shall be instituted to evict Grantor or to recover possession of the Premises or any part thereof or interest therein or any action or proceeding otherwise affecting the Property Grants or this Deed of Trust shall be instituted, then Grantor will, immediately upon service thereof on or to Grantor, deliver to Beneficiary a true and complete copy of each petition, summons, complaint, notice of motion, order to show cause and of all other provisions, pleadings, and papers, however designated, served in any such action or proceeding.

(g) If the Property Grants contain provisions which require mandatory arbitration for the resolution of any disputes arising under the Property Grants and Grantor has any rights to

agree to or approve such arbitration, Grantor will not agree to arbitrate any disputes arising under the Property Grants without the written consent of Beneficiary, which consent can be withheld at the sole discretion of Beneficiary. Notwithstanding the foregoing, in the event that Beneficiary consents to such an arbitration, Grantor will give Beneficiary prompt written notice of the commencement of such arbitration and so long as no Event of Default shall have occurred and be continuing, (1) Beneficiary shall have the right to intervene and participate in any such proceeding, (2) Grantor shall confer with Beneficiary to the extent which Beneficiary reasonably deems necessary for the protection of Beneficiary and (3) Grantor shall, to the extent it has the right, select an arbitrator of whom Beneficiary approves in writing, provided, however, that if at the time any such proceeding shall be commenced or shall be in progress an Event of Default shall have occurred and be continuing, Grantor hereby irrevocably appoints and constitutes Beneficiary as its true and lawful attorney-in-fact, which appointment is coupled with an interest, in its name, place and stead, to exercise, at the expense of Grantor, all right, title and interest of Grantor in connection with such arbitration, including the right to appoint arbitrators and to conduct arbitration proceedings on behalf of Grantor. Nothing contained herein shall obligate Beneficiary to participate in such arbitration.

(h) Grantor shall, within ten (10) days after written demand therefor from Beneficiary, deliver to Beneficiary proof of payment of all items that are required to be paid by Grantor under the Property Grants, including, without limitation, rent and other charges required to be paid under the Property Grants.

Section 9.4 Partial Release. Grantor shall be entitled to obtain from Beneficiary a partial release and reconveyance from this Deed of Trust of that certain United States Department of Interior Bureau of Land Management Right-of-Way Grant identified as Serial Number N-89273, effective December 21, 2010 (as amended), a copy of which was recorded September 23, 2011, as Instrument No. 772937, Official Records of Nye County, Nevada (the "**Transmission ROW**") upon and in connection with the assignment or other transfer of the Transmission ROW by Grantor to Sierra Pacific Power Company, d/b/a NV Energy, or any related or affiliated entity or successor in interest (collectively, the "**Transferee**") pursuant to clause (d) of the definition of "Permitted Dispositions" as set forth on Exhibit A to the Guarantee Agreement, but otherwise without payment of any release price or consideration. Upon the prior written request of Grantor and confirmation that any conditions precedent to such release and reconveyance set forth in the Financing Agreement have been satisfied in all material respects (or waived by Beneficiary), Beneficiary shall execute and deliver to Trustee, or shall instruct Trustee to execute, for recording in the official records of the County Recorder of Nye County, Nevada or the BLM any document or instrument reasonably requested by Grantor to release and reconvey the Transmission ROW from the lien and encumbrance of this Deed of Trust. Upon the recording of such document or instrument in such official records, this Deed of Trust shall continue in full force and effect and with the same priority with respect to the remainder of the Mortgaged Property, excluding the Transmission ROW, and Transferee shall take title to the Transmission ROW free and clear of the lien of this Deed of Trust.

IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

GRANTOR:

TONOPAH SOLAR ENERGY, LLC,
a Delaware limited liability company

By: 

Name: Kevin B. Smith

Title: President

ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 6, 2011 before me Sunny Smith, Notary Public, personally appeared Kevin B. Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person 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.

Signature: Sunny Smith (Seal)

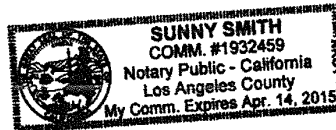


Exhibit A-1

Land

Exhibit A

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 $\frac{1}{4}$.

APN: Portion 012-140-001

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 N $\frac{1}{2}$ 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 $\frac{1}{4}$.

APN: Portion 012-140-001
Portion 012-150-001

PARCEL 3:

ANACONDA-MOLY SUBSTATION EXPANSION (NVN- 089273)

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 E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$.

And

A TRACT OF LAND SITUATED IN LOT 2 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 41 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE ALONG THE SOUTH LINE THEREOF, NORTH 88°34'27" WEST, 331.44 FEET TO THE NORTHWEST CORNER OF THE EAST HALF (E $\frac{1}{2}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SAID SECTION 2;
THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE THEREOF, NORTH 00°20'22" EAST, 663.03 FEET; THENCE SOUTH 88°42'55" EAST, 331.39 FEET TO THE EAST LINE OF SAID LOT 2;
THENCE ALONG SAID EAST LINE, SOUTH 00°20'11" WEST, 663.85 FEET TO THE POINT OF BEGINNING.

Legal description prepared by:
Cody L. Sommer
NPLS No. 17597
Syntech, Inc
70 E Horizon Ridge Pkwy, Ste 190
Henderson, NV 89002

APN: Portion 012-140-001

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 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 Westcrly 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 1/2) of the Northwest Quarter (NW 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 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 1/4) of the Northeast Quarter (NE 1/4) 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 A-2

Permits

Permit, License or Approval	Agency Authority
FEDERAL	
Right of Way Grants - Solar Power Plant - Transmission Line - Substation Expansion	Bureau of Land Management
(Limited) Notice to Proceed	Bureau of Land Management
Final Environmental Impact Statement	Bureau of Land Management
Record of Decision	Bureau of Land Management
Record of Decision	Department of Energy
Determination of No Hazard to Air Navigation – Receiver Tower	Federal Aviation Administration
FAA Form 7460-2 – Notice of Actual Construction and Alteration	Federal Aviation Administration
Approved jurisdictional determination	U.S. Army Corps of Engineers
Large Generator Interconnection Agreement (LGIA) Filing	Federal Energy Regulatory Commission
STATE	
Permit to Construct (UEPA Permit)	Public Utilities Commission of Nevada
Class II Air Quality Operating Permits for Stationary and Temporary Mobile Sources - Construction	Nevada, Division of Environmental Protection - <i>Bureau of Air Pollution Control</i>
Class II Air Quality Operating Permit – Surface Area Disturbance	Nevada, Division of Environmental Protection - <i>Bureau of Air Pollution Control</i>
Stormwater General Permit - Construction	Nevada, Division of Environmental Protection - <i>Bureau of Water Pollution Control</i>
Working in Waterways permit TNEV2011471	Nevada, Division of Environmental Protection - <i>Bureau of Water Pollution Control</i>
Temporary Authorization to discharge Groundwater TNEV2011472	Nevada, Division of Environmental Protection - <i>Bureau of Water Pollution Control</i>
Temporary Point of Diversion Permit - Permit 81015-T	Nevada Division of Water Resources
Temporary Point of Diversion Permit - Permit 81016-T	Nevada Division of Water Resources
Temporary Point of Diversion Permit – Permit 81017-T	Nevada Division of Water

	Resources
Temporary Point of Diversion Permit- Permit 81018-T	Nevada Division of Water Resources
Temporary Point of Diversion Permit – Permit 79744T	Nevada Division of Water Resources
Permanent Point of Diversion Permit – Permit 79606	Nevada Division of Water Resources
Permanent Point of Diversion Permit – Permit 79608	Nevada Division of Water Resources
Permanent Point of Diversion Permit – Permit 80792	Nevada Division of Water Resources
Industrial Artificial Pond Permit	Nevada Division of Wildlife
Class II Air Quality Operating Permits for Stationary Sources (Operation)	Nevada, Division of Environmental Protection - Bureau of Air Pollution Control
COUNTY	
Flood Damage Prevention Permit	Nye County
Variance to requirements to establish the boundary of the Special Flood Hazard Area and Base Flood Elevations for the aggregate pit	Nye County

Material Third-Party Consents and Approvals Under Major Project Documents:

1. PUCN Approval required under Section 17.3 of the PPA (approval obtained by Order dated July 28, 2010)
2. PUCN Approval of Related PPA required under Section 17.4 of the PPA (not required because Related PPA not entered into between NV Energy affiliates, NPC and SPPC)
3. PUCN Approval of material amendment to PPA (obtained by Order dated June 5, 2011)

Exhibit A-3

ROW Grants

1. That certain United States Department of Interior Bureau of Land Management, Right-of-Way Grant identified as Serial Number N-87933, effective December 21, 2010, a copy of which was recorded September 23, 2011, as Instrument No. 772936, Official Records of Nye County, Nevada, subject to the terms, conditions and provisions thereof, to use and occupy the Land described as Parcel 1 on Exhibit A-1 to construct, operate, maintain, and terminate an aerial communications line and 230 kV Gen-tie transmission line and maintenance road/access.
2. That certain United States Department of Interior Bureau of Land Management, Right-of-Way Lease/Grant identified as Serial Number N-86292 as authorized by the Record of Decision for the *Tonopah Solar Entergy Project (N-86292)*, effective December 21, 2010, a copy of which was recorded September 23, 2011, as Instrument No. 772935, Official Records of Nye County, Nevada, subject to the terms, conditions and provisions thereof, to use and occupy the Land described as Parcel 2 on Exhibit A-1 to construct, operate, maintain, and terminate one 110 MW Concentrated Solar Power (CSP) plant with storage capacity, including associated facilities.
3. That certain United States Department of Interior Bureau of Land Management, Right-of-Way Grant identified as Serial Number N-89273, effective December 21, 2010 (as amended), a copy of which was recorded September 23, 2011, as Instrument No. 772937, Official Records of Nye County, Nevada, subject to the terms, conditions and provisions thereof, to use and occupy the Land described as Parcel 3 on Exhibit A-1 to construct, operate, maintain, and terminate an electrical substation.

Exhibit A-4

Water Rights

1. All of the water and water rights described in Water Right Permit No. 79606 issued by the Division of Water Resources, State of Nevada, (including such rights temporarily changed by Water Rights Permits 81015T and 81017T) not to exceed **481.24 acre feet annually**.
2. All of the water and water rights described in Water Right Permit No. 79608 issued by the Division of Water Resources, State of Nevada (including such rights temporarily changed by Water Rights Permits 81016T and 81018T), not to exceed **126.64 acre feet annually**.
3. All of the water and water rights described in Water Right Permit No. 80792 issued by the Division of Water Resources, State of Nevada, not to exceed **562.29 acre feet annually**.
4. A portion of the water and water rights described in Water Right Permit No. 19165, Water Right Certificate No. 5996 (including such rights temporarily changed by Water Rights Permits 79744T), issued by the Division of Water Resources, State of Nevada, such portion being **246.56 acre feet annually**.
5. All of the water and water rights described in Water Right Permit No. 79744T, issued by the Division of Water Resources, State of Nevada, temporarily changing a portion of the waters granted under Water Right Permit 19165, Certificate 5996, not to exceed **0.20 cubic feet per second or 4.00 acre feet annually**.
6. All of the water and water rights described in Water Right Permit No. 81015T, issued by the Division of Water Resources, State of Nevada, temporarily changing a portion of the waters granted under Water Right Permit No. 79606, not to exceed **1.01 cubic feet per second or 300.0 acre feet annually**.
7. All of the water and water rights described in Water Right Permit No. 81016T, issued by the Division of Water Resources, State of Nevada, temporarily changing a portion of the waters granted under Water Right Permit No. 79608, not to exceed **0.354 cubic feet per second or 78.484 acre feet annually**.
8. All of the water and water rights described in Water Right Permit No. 81017T issued by the Division of Water Resources, State of Nevada, temporarily changing a portion of the waters granted under Water Right Permit No. 79606, not to exceed **0.337 cubic feet per second or 100.0 acre feet annually**.
9. All of the water and water rights described in Water Right Permit No. 81018T issued by the Division of Water Resources, State of Nevada, temporarily changing a portion of the waters granted under Water Right Permit No. 79608, not to exceed **0.119 cubic feet per second or 26.315 acre feet annually**.

EXHIBIT 5

SERVICES AGREEMENT

This SERVICES AGREEMENT is made as of February 1, 2017 between:

Tonopah Solar Energy, LLC
("TSE")

AND

Brahma Group, Inc.
("Contractor")

In this Services Agreement (the "**Agreement**"), "TSE Affiliate" means any parent or affiliate of TSE.

1. Mandate and Role of Contractor. TSE agrees to contract with Contractor as an independent contractor and Contractor agrees to contract with TSE as an independent contractor for the Term (as defined below). Contractor shall act hereunder as an independent contractor and no partnership, joint venture, employment or other association shall exist or be implied by reason of this Agreement or the provision of the Services (as defined below).
2. Services. During the Term, Contractor agrees to render to TSE such services as are reasonably necessary to perform the work described in **Exhibit A**, attached hereto and made a part hereof (the "**Services**"). Contractor shall perform the Services and deliver the deliverables, as required by and in accordance with the specifications and standards set forth in **Exhibit A**; if no specifications or standards are indicated, the performance and delivery will be in accordance with industry and professional standards.
3. Term of Contract. The term of this Agreement shall commence on February 7, 2017 and shall end on November 14, 2018, unless extended by TSE in writing, or sooner terminated at any time in writing by TSE at its sole discretion and without any requirement for advance notice (the "**Term**").
4. Services Fees and Reimbursement of Expenses.
 - (a) For all Services rendered by Contractor during the Term, Contractor will receive solely the following fees, and will have no other rights or privileges whatsoever, including without limitation in any employee benefits or plans of TSE or any TSE Affiliate: In full and sole consideration for the Services provided hereunder, TSE shall pay Contractor at an hourly rate, Not to Exceed the aggregate amount specified in **Exhibit A**, at the applicable billing rates detailed in **Exhibit C**.
 - (b) **Exhibit C** contains both Prevailing and Non-Prevailing billing rates. Prior to execution of the work described in **Exhibit A**, the distinction shall be made in writing as to which billing rate is applicable.

- (c) Contractor shall provide to TSE on the 5th day of each calendar month an invoice for Services rendered by the Contractor during the relevant monthly period terminating five (5) days prior to the date of such invoice. Except with respect to disputed amounts, each invoice shall be due and payable within forty-five (45) days following TSE's receipt of such invoice accompanied by all applicable Payment Deliverables (as defined in **Exhibit D**).
- (d) TSE will reimburse the Contractor for its reasonable out-of-pocket incidental expenses that are necessary and reasonable for performance of the Services, provided such expenses are approved in advance by TSE's Authorized Representative (designated in **Exhibit A**). Contractor shall provide TSE within five (5) days after the end of each calendar month a written request for reimbursement of such expenses for that month, using a format acceptable to TSE, together with all documentation and receipts supporting each individual expense item. TSE is under no obligation to reimburse the Contractor for any requests for reimbursement not meeting the conditions of this paragraph.

5. Work Policy, Personnel.

- (a) The scope of the Services to be performed hereunder by Contractor shall be coordinated with the Authorized Representative at all times;. TSE is interested only in the results to be achieved, and the conduct and control of the Services and Contractor's workmen will lie solely with Contractor. Though Contractor, in performance of the Services, is an independent contractor with the sole authority and responsibility to control and direct the performance of the details of the Services, the final product and result of the Services must meet the approval of TSE and shall be subject to TSE's general rights of inspection and supervision to secure the satisfactory completion of the Services. TSE may change the Authorized Representative at any time upon written notice to Contractor.
- (b) Contractor shall observe and comply with TSE's and applicable TSE Affiliate's security procedures, rules, regulations, policies, working hours and holiday schedules. Contractor shall use commercially reasonable efforts to minimize any disruption to TSE's and any TSE Affiliate's normal business operations at all times.
- (c) Contractor agrees to comply with TSE's safety programs and all safety requirements promulgated by any local or Federal governmental authority, including without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been and shall be promulgated by the agencies which administer such or similar acts. Contractor shall prevent the use, planned release, or other introduction onto the Plant site, or the exposure to persons and property, of any toxic or hazardous substance, whether subject to regulation or not. Contractor shall clean up and abate any spills or contamination, and restore the affected area to its prior condition and as required by applicable governmental authorities. To the fullest extent allowed by law (and no further),

Contractor shall be solely responsible for and shall indemnify and hold harmless TSE from and against any and all claims, damages, liabilities, costs or expense (including the fees of counsel and other expenses of litigation) suffered or incurred as a result of Contractor's use or introduction onto the Crescent Dunes plant site of any hazardous or toxic substance, whether subject to regulation or not, or Contractor's failure to otherwise abide by the provision of this paragraph. At the completion of the Services, Contractor shall remove all waste materials and rubbish from the Plant site as well as all tools, construction equipment, machinery and surplus materials.

6. Representations and Warranties; Undertakings.

- (a) Contractor represents and warrants that it has the knowledge, skill and experience to provide the Services, that it is a contractor licensed in the State of Nevada, and that all Services will be performed in a good and professional manner in accordance with industry standards and all applicable laws, statutes, regulations or ordinances.
- (b) Contractor represents and warrants that this Agreement and the Services are not in conflict with any other agreement to which Contractor is a party or by which it may be bound.
- (c) Contractor agrees to be solely responsible for payment of compensation, workman's compensation, social security, disability, medical, savings, pension, fringe and other benefits, unemployment insurance and employment tax withholding in relation to its employees (all being the "**Payments**"). Contractor further agrees to pay, on a monthly basis for the duration of any such claim, TSE's attorney's fees and costs if Contractor, one of Contractor's employees, or someone acting on their behalf, alleges that Contractor, was an employee of TSE or any TSE Affiliate.
- (d) Contractor is and will be an independent contractor. In the event that the Contractor chooses to subcontract a portion of the services described in **Exhibit A**, Contractor shall be fully responsible for any work in accordance with the terms of this agreement.
- (e) If a natural person, the Contractor additionally agrees to be solely responsible for self-employment taxes, unincorporated business taxes, other taxes and payments related to the Services (the "**Self-Employment Payments**"), and agrees to otherwise not be or try to be deemed an employee of TSE or any TSE Affiliate in any way, with respect to Payments, Self-Employment Payments or otherwise.
- (f) Contractor will cooperate in the defense of TSE or any TSE Affiliate against any governmental or other claim made for taxes of any kind related to the Services or this Agreement, or any payment made to Contractor or any person assigned by Contractor. Further, Contractor agrees to indemnify TSE and any TSE Affiliate for the amount of any employment taxes required to be paid by TSE or TSE Affiliate as the result of Contractor not paying any federal, state or local income taxes with respect to the fees or any other payment or benefit received by Contractor with respect to the Services.

7. Intellectual Property Rights.

- (a) If Contractor (alone or with others) during this Agreement or its performance (whichever is longer) or based on information acquired during the same, makes, creates, or otherwise contributes to an idea, concept, improvement, method, invention, discovery, writings, programming, documentation, source code, object code, compilations, design or other work or intellectual property, tangible or intangible, that relates to, affects or is capable of being used in the business of TSE or a TSE Affiliate (all of the above, the specifications and the deliverables, being the "**Work**"). Contractor will disclose promptly full details of the Work to TSE and, irrespective of such disclosure, hereby assigns and agrees to assign all rights in any patents, patent applications, copyrights, disclosures, or trade secrets, to TSE or such TSE Affiliates as TSE may direct.
- (b) Contractor agrees that the Work shall be deemed "works made for hire" and that TSE or the applicable TSE Affiliate shall be deemed the author and sole, exclusive owner thereof, including all copyrights therein. Contractor hereby transfers, assigns, sells, and conveys to TSE, or to the applicable TSE Affiliate, all of Contractor's right, title and interest in the Work, and in all property of any nature, whether patentable or not, pertaining to the Work, including Contractor's interest in any and all worldwide trade secret, patent, copyright and other intellectual property. All records of or pertaining to the Work shall also be the property of TSE, or the applicable TSE Affiliate. Contractor will not do any act that would or might prejudice TSE or any TSE Affiliate.
- (c) Contractor agrees to execute all documents necessary or desirable in TSE's judgment to confirm TSE's or TSE Affiliate's, as the case may be, ownership interest in the Work, or to document, perfect, record or confirm the rights given to TSE and TSE Affiliates hereunder.
- (d) The Contractor also agrees to assist TSE, at TSE's request and expense, in preparing, prosecuting, perfecting and enforcing the rights of TSE, or of such TSE Affiliate as TSE may direct, in, and its ownership of, any intellectual property including without limitation, U.S. or foreign patents, copyrights, or patent applications for which Contractor may be named as an inventor (including any continuation, continuation-in-part, divisional applications, reissue, or reexamination applications).

8. Confidentiality Provisions.

- (a) Contractor acknowledges that, in the course of performing the Services, Contractor may receive or have access to non-public, proprietary and confidential information from or about TSE and TSE Affiliates, including but not limited to financial, business and technical information and models, names of potential and actual customers or partners, and their affiliates, proposed and actual business deals, transactions, processes, reports, plans, products, strategies, market projections, software programs, data or any other information. All such information, as well as the Work defined above, in whatever form or medium (including without limitation, paper, electronic, voice,

audio, and computer) are collectively referred to herein as "**Confidential Information**".

- (b) Contractor shall keep the Confidential Information confidential and shall not disclose or show such information, in whole or in part to any person, and will make no use of it except for, the sole purpose of performing the Services. Confidential Information shall not in any event be used for Contractor's own benefit or for any purpose detrimental to the interests of TSE or any TSE Affiliate.
 - (c) Without limiting the generality of the foregoing, Contractor agrees that it will not disclose or use TSE's or any TSE Affiliate's customer information provided to it under this Agreement or to which Contractor has access in performing the Services in any way, except for the purpose for which TSE or TSE Affiliates provided it. Contractor also agrees that it will implement information security measures to ensure that it, its employees and any service provider used by it will protect customer information. Contractor further agrees that, upon the reasonable request of TSE, it will provide TSE with copies of audits, test result information, or other measures that will enable TSE to assess whether it is in compliance with this Section 8.
 - (d) No license to Contractor or any other person, under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the conveying of any Confidential Information. Within ten (10) days following the receipt of a request from TSE, Contractor will deliver to TSE all tangible materials containing or embodying Confidential Information, together with a certificate of Contractor certifying that all such materials in Contractor's possession or control have been delivered to TSE or the specified TSE Affiliate or destroyed. Contractor shall not assert directly or indirectly any right with respect to the Confidential Information which may impair or be adverse to TSE's or any TSE Affiliate's ownership thereof.
 - (e) Contractor agrees to comply with the confidentiality covenants contained in any other transactional documents to which TSE becomes bound in connection with this Agreement, in each case to the extent more restrictive than the confidentiality provisions otherwise contained in this Section 8.
 - (f) It is expressly understood and agreed that this Section 8 shall survive the termination of this Agreement.
9. No Infringement. Contractor covenants and agrees that the Work does not and will not infringe upon the intellectual property or confidentiality rights of any third party. Contractor will at its cost defend TSE and applicable TSE Affiliates against any claim that the Services, Work, or products used by Contractor so infringe.
10. No Liens.
- (a) Contractor shall not voluntarily permit any laborer's, materialmen's, mechanic's or other similar lien, claim or encumbrance (collectively, "Lien") to be filed or otherwise

imposed on any part of the Services, the materials and equipment necessary for the performance of the Services, or the Crescent Dunes plant site (except to the extent that such Lien arises from TSE wrongfully withholding payment from Contractor). If any such Lien or claim therefor is filed or otherwise imposed, then, in such event, Contractor shall, at the request of TSE, cause such Lien promptly to be released and otherwise discharged. If any Lien is filed and Contractor does not promptly cause such Lien to be released, discharged, or if a bond is not filed to indemnify against or release such Lien, then, TSE shall have the right to pay all sums necessary to obtain such release and discharge and to deduct all amounts so paid by it from any payment owing to Contractor. Contractor shall indemnify and hold harmless TSE from all claims, losses, demands, causes of action or suits of whatever nature arising out of any Lien or claim therefor (except to the extent that such Lien arises from TSE wrongfully withholding payment from Contractor).

- (b) Upon TSE's request at any time, Contractor agrees promptly to furnish such statements, certificates and documents in form and substance satisfactory to TSE, in its sole discretion, which statements, certificates and/or other documents shall include, without limitation, names of Contractor's any permitted subcontractors and suppliers, their addresses, amounts due or to become due or previously paid to such subcontractors and suppliers, information concerning any Lien claims, Lien releases and/or Lien waivers or receipted bills evidencing payment, estimates of the cost of the Services performed to the date of such certificate, and estimates of the cost of completing such Services.
11. Remedies for Breach. Contractor understands and agrees that money damages would not be sufficient remedy for any breach of this Agreement and that TSE or applicable TSE Affiliate shall be entitled to seek injunctive or otherwise equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall be in addition to all other rights and remedies available at law or in equity.
12. No Consequential Damages. Notwithstanding any other provision in this Agreement, under no circumstances will either party or any affiliate of a party be liable to the other for any consequential, indirect, special, punitive or incidental damages. Each party hereby waives and releases any and all rights which it has, or may have in the future which arises out of or relates to the non-continuation or termination of this Agreement by TSE for any reason, except, however for any rights which Contractor may have for compensation due and payable in accordance with the terms of this Agreement.
13. Right of Publicity. Contractor may not use the name, logo, trademarks or service marks of TSE or TSE Affiliates or any part thereof in any publicity, advertisement or brochure without their prior written consent.
14. Equal Employment. TSE does not discriminate in employment on the basis of sex, age, race, creed, color, religion, sexual orientation, national origin, marital status, disability or any other basis that is prohibited by law. Contractor agrees in providing the Services not to discriminate on any basis and, if an entity, represents that it is an equal employment opportunity firm.

15. Compliance with laws and with advisory guidelines. Contractor will comply with all laws applicable to its business, the Services, and goods and products it provides in the Services.
16. Indemnification.
- (a) Contractor will take proper safeguards for the prevention of accidents or injury to persons or property. Property as used in this Agreement includes money. Money includes, but is not limited to, currency, coin, checks, and/or securities and any other documents or items of value or documents which represent value.
 - (b) Contractor will to the fullest extent permitted by law, indemnify and hold harmless TSE from and against all direct and indirect loss, whether suffered by TSE or others, liability, damages, suits, settlements, judgments, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**"), resulting from any claims, actions or legal proceedings arising from or related to any (i) injury to persons, including death, (ii) damage to property, including loss of property, (iii) loss of use of property, (iv) fidelity or crime loss, or (v) professional services liability, error or omission, in each case of the foregoing (i) through and including (v) arising in connection with the Services, and/or materials or premises supplied by Contractor, or any of its employees, agents, subcontractors, servants or invitees to TSE or which may be caused by any act, negligence, or default whatever of Contractor, its employees, agents, servants or invitees, except to the extent caused by TSE's gross negligence or intentional misconduct.
 - (c) As respects any services provided by Contractor under this Agreement related to money, Contractor assumes liability for all risk of loss or damage should money, in any form, come into its care.
 - (d) It is expressly understood and agreed that the foregoing provisions of this Section 15 shall survive the termination of this Agreement.
 - (e) The term TSE as used in this Section 15 include any of TSE's subsidiaries, affiliates, as well as its and their respective shareholders, directors, officers, agents, representatives, and employees.
17. Insurance. Contractor shall obtain and maintain the insurance requirements outlined in **Exhibit B**, attached hereto and made a part hereof. Each of the insurances that Contractor is required to obtain and maintain under the Agreement shall be with recognized reputable companies acceptable to TSE. Upon request from TSE from time to time, Contractor shall furnish TSE with insurance certificates evidencing that Contractor has complied with the foregoing insurance requirements. In the event that Contractor performs any Services on the site of TSE's Crescent Dunes project in Tonopah, Nevada, Contractor shall comply with the insurance requirements provided by TSE to Contractor.


18. Waiver. If TSE fails or delays in exercising any right, power, or privilege hereunder, this shall not be deemed a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege hereunder.
19. Amendment. No part of this Agreement may be modified, waived, or amended except in a writing signed by the party to be charged, and solely as to the matters specified in such writing.
20. Successor Provision. This Agreement shall be binding upon and inure to the benefit of Contractor and TSE, and their respective successors, heirs, executors, administrators and assigns, except that neither party hereto may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party hereto; provided, however, that TSE may assign and delegate to one or more TSE Affiliates.
21. Severability-Survival. If any of the provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired. The provisions of this Agreement expressly provided as being or intended by their meaning to be of unlimited duration shall survive termination of this Agreement.
22. Headings. Headings are for reference and shall not affect the meaning of any provision of this Agreement.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
24. Governing Law-Submission to Jurisdiction-Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Nevada. Contractor submits to the jurisdiction of the courts in such State, with a venue in Las Vegas, Nevada, for any action or proceeding directly or indirectly arising out of this Agreement, and agrees that service on Contractor in such action shall be valid when mailed to Contractor at Contractor's address below. Mediation is a condition precedent to the institution of legal proceedings arising from or relating to this Agreement; provided, however, that either party may file a legal proceeding in advance of mediation if necessary to protect or preserve a legal right, and any such proceeding filed in advance of mediation must be stayed pending mediation for a period of sixty (60) days from the date of filing or for such longer period as the parties may agree or a court may order. Contractor and TSE, on behalf of itself and of applicable TSE Affiliates hereby irrevocably waive any and all right to trial by jury in any action or proceeding arising out of or relating to this Agreement.
25. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given to a Party when delivered personally to such Party or sent to such Party by reputable express courier service (charges prepaid), or mailed to such Party by certified or registered mail, return receipt requested and postage prepaid, to such Party's address

stated in the caption of this Agreement or any other address that such Party has identified as the address for notices by written notice hereunder to the other Party at least thirty (30) days prior to such other Party's notice. Such notices, demands and other communications shall be addressed to each Party at their address provided below.

[Signature page follows]

IN WITNESS WHEREOF, TSE and Contractor have caused this Agreement to be executed by a duly authorized officer, or if Contractor is a natural person, Contractor hereby signs in its individual capacity. This Agreement may be executed in counterparts, which, when taken together, will constitute one agreement.

TONOPAH SOLAR ENERGY, LLC

By: 
Name: Kevin B. Smith
Title: President
Address: 520 Broadway
6th Floor
Santa Monica, CA 90401
Email: legal@solarreserve.com
Fax: (310) 315-2201

BRAHMA GROUP, INC.


By: 
Name: David Zimmerman
Title: vpt General Counsel
Address: 1132 South 500 West
Salt Lake City, UT 84101
Email: david.zo@bgi.email
Fax: _____

EXHIBIT A

Start Date: XX

End Date: XX

Hourly Rate: See Exhibit C

Total Not to Exceed (NTE) amount: \$200,000.00

Authorized Representative: Rob Howe, Project Director

Schedule and Description of Objectives, Deliverables and Specifications:

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance Requirements

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its permitted agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 12 07 (CG 00 01 04 13, if available) or carrier equivalent covering CGL on an "occurrence" basis, including premises, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million (\$1,000,000) per occurrence; Two Million (\$2,000,000) general in the aggregate. Coverage shall include Sudden & Accidental Pollution. Coverage shall be provided on a per-location or per-project basis. If coverage is written on a "claims-made" basis, the policy shall have a three-year (3) extended reporting period following the completion of Services or expiration of the Agreement;
2. **Business Automobile Liability:** Insurance Services Official Form Number CA 00 01 or carrier equivalent covering all owned (if any), hired, and non-owned vehicles with a limit of no less than One Million (\$1,000,000) per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State in which work is being performed, with Statutory Limits, and **Employer's Liability** Insurance with a limit of no less than One Million (\$1,000,000) per accident; One Million (\$1,000,000) disease-each employee; One Million (\$1,000,000) disease-policy limit.
4. **Umbrella or Excess Liability** coverage with a limit of no less than Five Million (\$5,000,000) for each occurrence with an annual aggregate of Five Million (\$5,000,000). Policy shall follow the CGL regarding per location or per project coverage basis and shall include (i) Commercial General Liability, (ii) the Business Auto Liability, and (iii) Employers Liability coverage limit of no less than Five Million Dollars (\$5,000,000) (following CGL or a separate policy shall be an underlyer to this policy). If coverage is written on a "claims-made" basis, the policy shall have a three-year (3) extended reporting period following the completion of Services or expiration of the Agreement.

Insurance Policy Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured

SolarReserve, LLC ("SolarReserve") and TSE, their subsidiaries, sub-subsidiaries, divisions, and members of limited liability company and any affiliated, associated, allied, controlled or interrelated entity over which SolarReserve has control, The United States Department of Energy ("DOE"), and PNC Bank, National Association doing business as Midland Loan Services, a division of PNC Bank, National Association ("PNC") and their respective officers and employees shall be named as additional insured on all policies (except Workers' Compensation/Employer's Liability and Professional Liability) with respect to liability arising out of Services or operations performed by or on behalf of Contractor, including Goods, materials, parts, or equipment furnished in connection with such Services or operations. Additional Insured coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 "ongoing operations" and CG 20 37 "completed operations" forms (or later versions of or a carrier equivalent of such forms)).

Primary and Non-Contributory Coverage

The insurance shall be primary and non-contributory with respect to the insurance provided for the benefit of TSE, SolarReserve, DOE and PNC and their respective officers and employees. Each insurance policy required above shall be included in coverage form or be endorsed to provide Separation of Insureds. Each of the insurances that Contractor is required to obtain and maintain under the Agreement shall be with recognized reputable companies with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to TSE.

Separation of Insureds

Each insurance policy required above shall include in coverage form or be endorsed to provide Separation of Insureds.

Notice of Cancellation

The insurance policies may not be cancelled, non-renewed or materially changed by Contractor or its subcontractor without giving 30 days or, in the case of cancellation for non-payment of premiums, 10 days, prior written notice. The policies shall be endorsed to provide notice to TSE, SolarReserve, DOE and PNC and their respective officers and employees.

Waiver of Subrogation

All such insurance shall include a waiver of any rights of subrogation of the insurer as against

SolarReserve, and TSE, their subsidiaries, sub-subsidiaries, divisions, and members of limited liability company and any affiliated, associated, allied, controlled or interrelated entity over which SolarReserve has control, DOE, and PNC and their respective officers and employees; and shall waive the right of insurer to any set-off, counterclaim, or other deduction of any sort.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to TSE.

Verification of Coverage

Contractor shall furnish TSE, SolarReserve, the DOE, the Collateral Agent and the Loan Servicer with its own original certificates including carrier-issued endorsements with policy numbers referenced or copies of the applicable policy language effecting coverage required evidencing that Contractor has complied with the foregoing insurance requirements. All certificates and endorsements are to be received and approved by TSE before Contractor commences performing the Services. Failure to obtain the required documents prior to commencement of the Services shall not waive Contractor's obligation to provide them. TSE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT C
BILLING RATES



CRAFT LABOR RATES
General Conditions - Support
Crescent Dunes Solar Energy Project
Tonopah, NV

CLASSIFICATION		Straight Time	Overtime	Double Time
Project Manager	\$	150.26	\$	199.85
Field Engineer	\$	134.73	\$	170.19
Cost Scheduler	\$	134.73	\$	170.19
Superintendent	\$	134.73	\$	170.19
QA/QC Manager	\$	95.89	\$	127.53
Safety Manager	\$	95.89	\$	127.53
Field Safety	\$	68.91	\$	91.65
CWI	\$	68.91	\$	91.65
Admin	\$	57.05	\$	75.38

- Per Diem Will be billed in addition to rates noted above.

11-Nov-16



CRAFT LABOR RATES
Field
Crescent Dunes Solar Energy Project
Tonopah, NV

CLASSIFICATION	Straight Time	Overtime	Double Time
General Foreman	\$ 94.26	\$ 125.36	
Foreman	\$ 90.36	\$ 120.18	
Iron Worker	\$ 88.43	\$ 113.62	
Carpenter	\$ 71.92	\$ 98.32	
Electrician	\$ 83.91	\$ 111.60	
Operator	\$ 79.52	\$ 105.76	
Millwright	\$ 85.43	\$ 113.62	
Pipe Fitter	\$ 86.46	\$ 114.99	
Labourer	\$ 55.62	\$ 73.97	

- Per Diem - Will be billed in addition to rates noted above.
- Small hand tools are included in the rate noted above.
- Equipment - Will be billed in addition to the rates noted above according to our current rates.
- Third Party Costs - Will be billed in addition to the rates note above with 10% mark up.

11/Nov/16



CRAFT LABOR RATES
General Conditions - Support
Crescent Dunes Solar Energy Project

Tonopah, NV

Per 2017 Prevailing Wage Rates Nye County Effective 10/1/16 through 9/30/17

CLASSIFICATION		Straight Time	Overtime	Double Time
Project Manager	\$	176.78	\$	235.12
Field Engineer	\$	158.50	\$	210.81
Cost Scheduler	\$	158.50	\$	210.81
Superintendent	\$	158.50	\$	210.81
QA/QC Manager	\$	112.81	\$	150.04
Safety Manager	\$	112.81	\$	150.04
Field Safety	\$	81.07	\$	107.83
CWI	\$	81.07	\$	107.83
Admin	\$	67.12	\$	89.27

- Per Diem: Will be billed in addition to rates noted above.

11-Nov-16



CRAFT LABOR RATES

Field

Crescent Dunes Solar Energy Project

Tonopah, NV

Per 2017 Prevailing Wage Rates Nye County Effective 10/1/16 through 9/30/17

CLASSIFICATION	Straight Time	Overtime	Double Time
General Foreman	\$ 110.89	\$ 147.48	
Foreman	\$ 106.51	\$ 141.39	
Iron Worker	\$ 106.50	\$ 133.67	
Carpenter	\$ 86.97	\$ 115.67	
Electrician	\$ 98.72	\$ 131.30	
Operator	\$ 93.55	\$ 124.42	
Millwright	\$ 109.50	\$ 133.67	
Pipe Fitter	\$ 101.72	\$ 135.29	
Laborer	\$ 65.43	\$ 87.02	

- Per Diem - Will be billed in addition to rates noted above.
- Small hand tools are included in the rate noted above.
- Equipment - Will be billed in addition to the rates noted above according to our current rates.
- Third Party Costs - Will be billed in addition to the rates note above with 10% mark up.

11-Nov-16

EXHIBIT D
Payment Deliverables

Each of Contractor's invoices shall be accompanied by the following documents (collectively, "Payment Deliverables"):

1. with regard to payments sought for work (labor and materials) furnished by subcontractors or suppliers (which may be used only if consented to by TSE), Contractor must identify all subcontractors and suppliers for whose work or materials payment is being sought in the invoice and, in addition to providing such supporting documentation as may be reasonably required or requested by TSE, provide, for each such subcontractor the following information: (a) a brief description of the Services performed for which payment is being sought, (b) the agreed upon price or value of the Services, (c) the amount to be retained or withheld from the subcontractor, and (d) the amount requested for payment to the subcontractor;

2. a duly executed Waiver/Release of Mechanic's Lien from the Contractor and each of the Contractor's subcontractors and suppliers for whom payment is sought, in the form required by TSE, unconditionally waiving and releasing all contractual, statutory and constitutional liens or all claims for payment for the work covered by previously paid invoices;

3. a duly executed Waiver/Release of Mechanic's Lien from the Contractor and each of the Contractor's Subcontractors and Suppliers for whom payment is sought, in the form required by TSE, waiving and releasing all contractual, statutory and constitutional liens or all claims for payment for the work covered by the invoices being submitted, conditioned only upon receipt of the requested payment;

4. In the case of a request for final payment:

(A) a "Bills Paid Affidavit" by Contractor that states, under oath and in a form acceptable to TSE, that all bills or obligations incurred by Contractor through the final completion of the Services have been paid or are as set forth in the affidavit. Amounts unpaid or claimed to be owed by Contractor (including claims asserted by Subcontractors, whether or not disputed by Contractor), including such amounts to be paid to Subcontractors from the final payment requested by Contractor, shall be fully identified in the Affidavit (by name of person to whom payment is owed or who is claiming payment and the amount owed or claimed to be due);

(B) a duly executed Final Waiver/Release of Mechanic's Lien from Contractor and each of the Contractor's subcontractors for whom payment is sought, in the form required by TSE, unconditionally waiving and releasing all contractual, statutory and constitutional liens or all claims for payment for the work covered by previously paid Requests for Payment; and

(C) a duly executed Final Waiver/Release of Mechanic's Lien from Contractor and each of the Contractor's subcontractors and suppliers for whom payment is sought, in the form required by TSE, waiving and releasing all contractual, statutory and constitutional liens or all claims for payment for the work through final completion, conditioned only upon receipt of payment of the amount stated therein, conditioned only upon receipt of the requested payment, which amount must match the amount set forth as

due and owing in the Contractor's Bills Paid Affidavit required under subparagraph (A) above.

5. Contemporaneous with receipt of the final payment (or, at TSE's sole option, after final payment) Contractor shall furnish a duly executed Full and Final Waiver/Release of Mechanic's Lien from the Contractor in the form required by TSE, unconditionally waiving all contractual, statutory and constitutional liens or all claims for payment for the work through final completion thereof. At TSE's option, contemporaneous receipt of such Full and Final Unconditional Lien Waiver shall be a condition to actual payment of the final payment to the Contractor.

EXHIBIT 6

APN: 012-031-04, 012-131-03,
012-131-04, 012-140-01, 012-141-01,
012-150-01, 012-151-01, 012-431-06,
612-141-01

DOC # 890822
Official Records Nye County Nevada
Deborah Beatty - Recorder
04/09/2018 01:09:15 PM
Requested By: JONES LOVELOCK
Recorded By: kd RPTT:\$0
Recording Fee: \$35.00
Page 1 of 7



WHEN RECORDED, MAIL TO:

Jones Lovelock
Nicole Lovelock
400 South 4th Street, Suite 500
Las Vegas, NV 89101

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

NOTICE OF LIEN

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property and does hereby reserve the right to further amend this Notice of Lien or to record a new notice of lien with respect to the work, material or equipment it has furnished or may furnish for which it is not paid and does not cancel, withdraw, discharge or release and expressly reserves any and all rights, remedies and claims that it may possess with respect to the work, material or equipment it has furnished or may furnish:

1. The amount of the original contract is: this is a time and material contract with no specified original contract amount
2. The total amount of all additional or changed work, materials and equipment, if any, is: not applicable
3. The total amount of all payments received to date is: \$13,818,882.29
4. The amount of the lien, after deducting all just credits and offsets, is:

\$6,982,186.24

5. The name of the owner, if known, of the property is: Bureau of Land Management and Tonopah Solar Energy, LLC, including its subsidiaries and all other related or associated entities

6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Tonopah Solar Energy, LLC

7. A brief statement of the terms of payment of the lien claimant's contract is: amounts attributable to time and materials provided to the Crescent Dunes Solar Energy Project and, payment as required by Nevada law, but in no event later than 45 days after the submission of an invoice

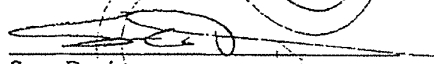
///

///

8. A description of the property to be charged with the lien is: Crescent Dunes Solar Energy Project more particularly described in Exhibit A.

Dated: April 6, 2018.


Brahma Group, Inc.

By: 
Name: Sean Davis
Title: President

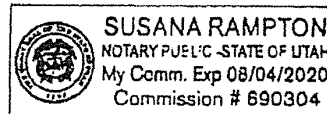
State of Utah)
) ss.
County of Salt Lake)

Sean Davis, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that 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.


Sean Davis

Subscribed and sworn to before me this
6th day of the month of April
of the year 2018



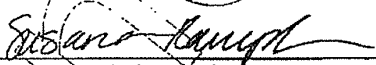

Notary Public in and for
the County of Salt Lake and State of Utah

EXHIBIT A

Improvement:

The Crescent Dunes Solar Energy Project is a 110 MW plant constructed on the Land in Tonopah, Nevada.

Land:

Nye County Assessor Parcels: APN 012-031-04, APN 012-131-03, APN 012-131-04, APN 012-140-01, APN 012-150-01, APN 012-141-01, APN 012-431-06, APN 012-151-01, AND 612-141-01

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 N $\frac{1}{2}$ 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 3:

ANACONDA-MOLY SUBSTATION EXPANSION (NVN-089273)

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 E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$
- And

A TRACT OF LAND SITUATED IN LOT 2 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 41 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE ALONG THE SOUTH LINE THEREOF, NORTH 88°34'27" WEST, 331.44 FEET TO THE CORNER OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 2;
THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE THEREOF, NORTH 00°20'22" EAST, 663.03 FEET; THENCE SOUTH 88°42'55" EAST, 331.39 FEET TO THE EAST LINE OF SAID LOT 2;
THENCE ALONG SAID EAST LINE, SOUTH 00°20'11" WEST, 663.85 FEET TO THE POINT OF BEGINNING.

PARCEL 4-1:

The North one Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) 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 ¼) 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 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 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 ¼) 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 7

APN: 012-031-04, 012-131-03,
012-131-04, 012-140-01, 012-141-01,
012-150-01, 012-151-01, 012-431-06,
612-141-01

DOC # 891073

Official Records Nye County Nevada
Deborah Beatty - Recorder
04/16/2018 04:31:46 PM
Requested By: JONES LOVELOCK
Recorded By: tc RPTT:\$0
Recording Fee: \$35.00
Page 1 of 3



WHEN RECORDED, MAIL TO:

Jones Lovelock
Nicole Lovelock
400 South 4th Street, Suite 500
Las Vegas, NV 89101

The undersigned hereby affirms that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person or
persons. (Per NRS 239B.030)

NOTICE OF FIRST AMENDED AND RESTATED LIEN

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property and does hereby reserve the right to further amend this Notice of First Amended and Restated Lien, which has amended and/or restated the Notice of Lien that was recorded April 9, 2018 as Document No. 890822 in the Office of the Nye County Recorder, or to record a new notice of lien with respect to the work, material or equipment it has furnished or may furnish for which it is not paid and does not cancel, withdraw, discharge or release and expressly reserves any and all rights, remedies and claims that it may possess with respect to the work, material or equipment it has furnished or may furnish:

1. The amount of the original contract is: this is a time and material contract with no specified original contract amount
2. The total amount of all additional or changed work, materials and equipment, if any, is: not applicable
3. The total amount of all payments received to date is: \$13,818,882.29

4. The amount of the lien, after deducting all just credits and offsets, is:
\$7,178,376.94

5. The name of the owner, if known, of the property is: Bureau of Land Management and Tonopah Solar Energy, LLC, including its subsidiaries and all other related or associated entities

6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Tonopah Solar Energy, LLC

7. A brief statement of the terms of payment of the lien claimant's contract is: amounts attributable to time and materials provided to the Crescent Dunes Solar Energy Project and, payment as required by Nevada law, but in no event later than 45 days after the submission of an invoice

///

///

8. A description of the property to be charged with the lien is: Crescent Dunes
Solar Energy Project more particularly described in Exhibit A.

Dated: April 13, 2018.

Brahma Group, Inc.

By: [Signature]
Name: Sean Davis
Title: President

State of Utah)
) ss.
County of Salt Lake)

Sean Davis, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that 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]
Sean Davis

Subscribed and sworn to before me this
13 day of the month of April
of the year 2018

[Signature]

Notary Public in and for
the County of CL and State of Utah

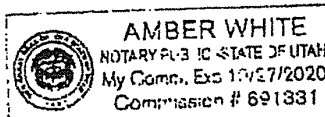


EXHIBIT 8

APN 012-031-04, 012-131-03, 012-131-04,

APN 012-140-01, 012-141-01, 012-150-01,

APN 012-151-01, 012-431-06, 612-141-01

APN _____

Recording Requested By:

Name Jones Lovelock, Nicole Lovelock

Address 400 S. 4th Street, Suite 500

City / State / Zip Las Vegas, Nevada 89101

DOC # 891507

Official Records Nye County Nevada

Deborah Beatty - Recorder

04/18/2018 10:32:56 AM

Requested By: JONES LOVELOCK

Recorded By: kd RPTT:\$0

Recording Fee: \$35.00

Page 1 of 9



Notice of First Amended and Restated Lien

Title of Document (required)

****Only use below if applicable****

This document is being re-recorded to correct document number 891073
and is correcting attaching Exhibit A.

I the undersigned hereby affirm that this document submitted for recording does contain 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: (check applicable)

- ☐ Affidavit of Death - NRS 440.380(1)(A) & NRS 40.525(5)
- ☐ Judgment - NRS 17.150(4)
- ☐ Military Discharge - NRS 419.020(2)
- ☐ Other _____

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.

AA000203

APN: 012-031-04, 012-131-03,
012-131-04, 012-140-01, 012-141-01,
012-150-01, 012-151-01, 012-431-06,
612-141-01

DOC # 891073

Official Records Nye County Nevada
Deborah Beatty - Recorder
04/18/2018 04:31:46 PM
Requested By: JONES LOVELOCK
Recorded By: tc RPTT:\$0
Recording Fee: \$35.00
Page 1 of 3



WHEN RECORDED, MAIL TO:

Jones Lovelock
Nicole Lovelock
400 South 4th Street, Suite 500
Las Vegas, NV 89101

The undersigned hereby affirms that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person or
persons. (Per NRS 239B.030)

NOTICE OF FIRST AMENDED AND RESTATED LIEN

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property and does hereby reserve the right to further amend this Notice of First Amended and Restated Lien, which has amended and/or restated the Notice of Lien that was recorded April 9, 2018 as Document No. 890822 in the Office of the Nye County Recorder, or to record a new notice of lien with respect to the work, material or equipment it has furnished or may furnish for which it is not paid and does not cancel, withdraw, discharge or release and expressly reserves any and all rights, remedies and claims that it may possess with respect to the work, material or equipment it has furnished or may furnish:

1. The amount of the original contract is: this is a time and material contract with no specified original contract amount
2. The total amount of all additional or changed work, materials and equipment, if any, is: not applicable
3. The total amount of all payments received to date is: \$13,818,882.29

4. The amount of the lien, after deducting all just credits and offsets, is: _____
\$7,178,376.94

5. The name of the owner, if known, of the property is: Bureau of Land Management and Tonopah Solar Energy, LLC, including its subsidiaries and all other related or associated entities

6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Tonopah Solar Energy, LLC

7. A brief statement of the terms of payment of the lien claimant's contract is: amounts attributable to time and materials provided to the Crescent Dunes Solar Energy Project and, payment as required by Nevada law, but in no event later than 45 days after the submission of an invoice

8. A description of the property to be charged with the lien is: Crescent Dunes
Solar Energy Project more particularly described in Exhibit A.

Dated: April 13, 2018.

Brahma Group, Inc.

By: [Signature]
Name: Sean Davis
Title: President

State of Utah)
) ss.
County of Salt Lake)

Sean Davis, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that 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]
Sean Davis

Subscribed and sworn to before me this
13 day of the month of April
of the year 2018

[Signature]

Notary Public in and for
the County of CL and State of Utah

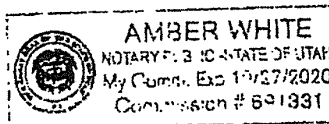


EXHIBIT A

EXHIBIT A

Improvement:

The Crescent Dunes Solar Energy Project is a 110 MW plant constructed on the Land in Tonopah, Nevada.

Land:

Nye County Assessor Parcels: APN 012-031-04, APN 012-131-03, APN 012-131-04, APN 012-140-01, APN 012-150-01, APN 012-141-01, APN 012-431-06, APN 012-151-01, AND 612-141-01

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 $\frac{1}{4}$ SW $\frac{1}{4}$, the E $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, the E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, the S $\frac{1}{4}$ 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 $\frac{1}{4}$, the SE $\frac{1}{4}$, the W $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$, the NW $\frac{1}{4}$ SE $\frac{1}{4}$, the N $\frac{1}{4}$ 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 $\frac{1}{4}$ SW $\frac{1}{4}$, the N $\frac{1}{4}$ S $\frac{1}{4}$ 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 $\frac{1}{4}$ SE $\frac{1}{4}$, the E $\frac{1}{4}$ 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 $\frac{1}{4}$ NW $\frac{1}{4}$, the E $\frac{1}{4}$ of Lot 4 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.

PARCEL 3:

ANACONDA-MOLY SUBSTATION EXPANSION (NVN-089273)

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 E $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$
- And

A TRACT OF LAND SITUATED IN LOT 2 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 41 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE ALONG THE SOUTH LINE THEREOF, NORTH-88°34'27" WEST, 331.44 FEET TO THE CORNER OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 2;
THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE THEREOF, NORTH 00°20'22" EAST, 663.03 FEET; THENCE SOUTH 88°42'55" EAST, 331.39 FEET TO THE EAST LINE OF SAID LOT 2;
THENCE ALONG SAID EAST LINE, SOUTH 00°20'11" WEST, 663.85 FEET TO THE POINT OF BEGINNING.

PARCEL 4-1:

The North one Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) 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 ¼) 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 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 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 ¼) 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 9

APN: 012-031-04, 012-131-03,
012-131-04, 012-140-01, 012-141-01,
012-150-01, 012-151-01, 012-431-06,
612-141-01

DOC # 891766
Official Records Nye County Nevada
Deborah Beatty - Recorder
04/24/2018 03:17:22 PM
Requested By: JONES LOVELOCK
Recorded By: tc RPTT:\$0
Recording Fee: \$35.00
Page 1 of 9



WHEN RECORDED, MAIL TO:

Jones Lovelock
Nicole Lovelock
400 South 4th Street, Suite 500
Las Vegas, NV 89101

The undersigned hereby affirms that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person or
persons. (Per NRS 239B.030)

NOTICE OF SECOND AMENDED AND RESTATED LIEN

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property and does hereby reserve the right to further amend this Notice of Second Amended and Restated Lien, which has amended and/or restated the Notice of Lien that was recorded April 9, 2018 as Document No. 890822 in the Office of the Nye County Recorder and the Notice of First Amended and Restated Lien that was recorded on April 16, 2018 as Document No. 891073 in the Office of the Nye County Recorder, or to record a new notice of lien with respect to the work, material or equipment it has furnished or may furnish for which it is not paid and does not cancel, withdraw, discharge or release and expressly reserves any and all rights, remedies and claims that it may possess with respect to the work, material or equipment it has furnished or may furnish:

1. The amount of the original contract is: this is a time and material contract with no specified original contract amount
2. The total amount of all additional or changed work, materials and equipment, if any, is: not applicable
3. The total amount of all payments received to date is: \$13,818,882.29

4. The amount of the lien, after deducting all just credits and offsets, is:
\$7,178,376.94.

5. The name of the owner, if known, of the property is: Tonopah Solar Energy, LLC, including its subsidiaries and all other related or associated entities, is the owner of the real property and leasehold property subject to this lien; upon information and belief, this lien extends, without limitation, to property on which Tonopah Solar Energy, LLC has an interest in property owned by the Bureau of Land Management

6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is:
Tonopah Solar Energy, LLC

7. A brief statement of the terms of payment of the lien claimant's contract is:
amounts attributable to time and materials provided to the Crescent Dunes Solar Energy Project and, payment as required by Nevada law, but in no event later than 45 days after the submission of an invoice

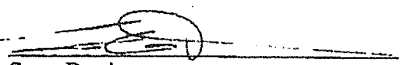
/ / /

/ / /

8. A description of the property to be charged with the lien is: Tonopah Solar Energy, LLC's interest in the Crescent Dunes Solar Energy Project more particularly described in Exhibit A; the real property owned by the Bureau of Land Management is not charged with this lien

Dated: April 23, 2018.

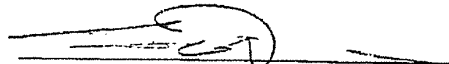
Brahma Group, Inc.

By: 
Name: Sean Davis
Title: President

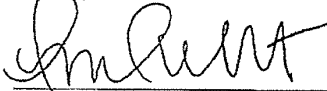
State of Utah)
) ss.
County of Salt Lake)

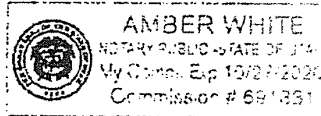
Sean Davis, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that 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.


Sean Davis

Subscribed and sworn to before me this
23rd day of the month of April
of the year 2018





Notary Public in and for
the County of CL and State of Utah

EXHIBIT A

EXHIBIT A

Improvement:

The Crescent Dunes Solar Energy Project is a 110 MW plant constructed on the Land in Tonopah, Nevada.

Land:

Nye County Assessor Parcels: APN 012-031-04, APN 012-131-03, APN 012-131-04, APN 012-140-01, APN 012-150-01, APN 012-141-01, APN 012-431-06, APN 012-151-01, AND 612-141-01

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 N $\frac{1}{2}$ 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 3:

ANACONDA-MOLY SUBSTATION EXPANSION (NVN-089273)

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 E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

And

A TRACT OF LAND SITUATED IN LOT 2 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 41 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE ALONG THE SOUTH LINE THEREOF, NORTH 88°34'27" WEST, 331.44 FEET TO THE CORNER OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 2;
THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE THEREOF, NORTH 00°20'22" EAST, 663.03 FEET; THENCE SOUTH 88°42'55" EAST, 331.39 FEET TO THE EAST LINE OF SAID LOT 2;
THENCE ALONG SAID EAST LINE, SOUTH 00°20'11" WEST, 663.85 FEET TO THE POINT OF BEGINNING.

PARCEL 4-1:

The North one Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) 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 ¼) 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 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 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 ¼) 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 10

DOC #896269

Official Records Nye County NV
Deborah Beatty - Recorder
07/19/2018 11:53:44 AM
Requested By: PEEL BRIMLEY LLP
Recorded By: MJ RPTT:\$0
Recording Fee: \$35.00
Non Conformity Fee: \$
Page 1 of 8

APN 012-031-04; 012-131-03;
APN 012-131-04; 612-141-01;
APN 012-151-01; 012-141-01;
APN 012-431-06; 012-140-01; 012-150-01

Recording Requested By:

Name Ronald J. Cox, Esq. - Peel Brimley LLP
Address 3333 E. Serene Ave., #200
City / State / Zip Henderson, NV 89074

Third Amended and/or Restated 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 Statue (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.

AA000223

THIRD AMENDED AND/OR RESTATED NOTICE OF LIEN

This Third Amended and/or Restated Notice of Lien ("Restated Lien"):

- Amends, restates and incorporates (by this reference):
 - That certain Notice of Lien recorded by Brahma Group, Inc. ("Lien Claimant") in the official records of the County Recorder's Office for Nye County, Nevada, on April 9, 2018, as Document No. 890822 (the "Original Lien");
 - That certain Notice of First Amended and Restated Lien recorded in the Official records of the County Recorder's Office for Nye County, Nevada, on April 16, 2018, as Document No. 891073, and as corrected by Document No. 891507 (collectively, the "First Amended Lien"); and
 - That certain Notice of Second Amended and Restated Lien recorded in the Official records of the County Recorder's Office for Nye County, Nevada, on April 24, 2018, as Document No. 891766 ("Second Amended Lien");¹ or
- To the extent allowed by law and to the extent the statutory period to record a notice of lien against the Work of Improvement (defined below) has not expired, shall act as a newly recorded notice of lien, which replaces and supersedes the Lien.

By way of this Restated Lien, Lien Claimant:

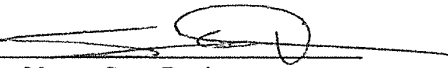
- Does hereby claim a lien against:
 - The real property described in Exhibit A (the "Land"), to the extent not owned by the Bureau of Land Management ("BLM") or Liberty Moly, LLC; and/or
 - The improvements located and constructed on the Land, including, but not limited to the improvements identified as the Crescent Dunes Solar Energy Plant (collectively, the "Improvements").
- Does hereby reserve the right to further amend this Restated Lien or to record a new notice of lien with respect to the Work it has furnished or may furnish on, about or for the benefit of any part of portion of the overall Work of Improvement (defined below), for which it is not paid, even if the same was previously the subject of the Lien; and
- Does not cancel, withdraw, discharge or release and expressly reserves all rights, remedies and claims that it may possess with respect to the Work it has furnished or may furnish on, about or for the benefit of the Improvements and the Work of Improvement.

¹ The Original Lien, First Amended Lien and Second Amended Lien are collectively referred to herein as the "Lien."

1. The amount of the original contract is:
 - \$26,358,868.64.
2. The amount of additional or changed work, materials and equipment, if any, is:
 - \$0.00.
3. The total amount of all payments received to date is:
 - \$14,456,393.89.
4. The amount of the lien, after deducting all just credits and offsets, is:
 - \$11,902,474.75.
5. The name of the owner, if known, of the Improvements is:
 - Tonopah Solar Energy, LLC, including its subsidiaries and all other related or associated entities (collectively, "TSE").
 - Upon information and belief, TSE's principal address is believed to be 520 Broadway, 6th Floor, Santa Monica, CA 90401.
6. The name of the owner, if known, of the Land is:
 - As to APNs 612-141-01, 012-031-04, 012-131-03, 012-131-04:
 - TSE, with its principal address at 520 Broadway, 6th Floor, Santa Monica, CA 90401.
 - As to APNs 012-151-01 and 012-141-01:
 - The Bureau of Land Management ("BLM"), with its principal address at 1340 Financial Blvd., Reno, NV 89502.
 - As to APN 012-431-06:
 - Liberty Moly, LLC, with its principal address at 790 Commercial St. #B, Elko, NV 89801-3858.
 - As to APNs 012-140-01 and 012-150-01:
 - Unknown.
7. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is:
 - TSE, with its principal address at 520 Broadway, 6th Floor, Santa Monica, CA 90401.
8. A brief statement of the terms of payment of the lien claimant's contract is:
 - As required by Nevada law, but in no event later than 45 days after the submission of an invoice.

9. A description of the Land and the Improvements thereon to be charged with the Restated Lien (the "Work of Improvement") is:
- See Attached Exhibit A.

BRAHMA GROUP, INC.

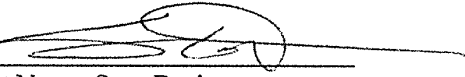
By 
Print Name: Sean Davis
Title: President and Chief Operating Officer

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

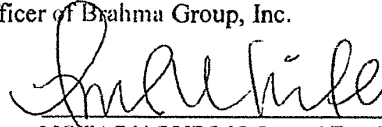
Sean Davis, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Third Amended and/or Restated Notice of Lien, know the contents thereof and state that 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.

BRAHMA GROUP, INC.

By 
Print Name: Sean Davis
Title: President and Chief Operating Officer

SUBSCRIBED AND SWORN to before me this 19 day of July 2018, by Sean Davis, President and Chief Operating Officer of Brahma Group, Inc.


NOTARY PUBLIC In and For Said
County & State

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN
TO:

Brahma Group, Inc.
c/o PEEL BRIMLEY LLP
3333 E. Serene Avenue Suite 200
Henderson, NV 89074-6571

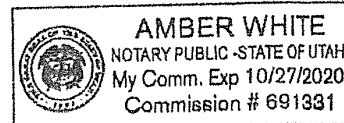


EXHIBIT A**Improvements:**

The Crescent Dunes Solar Energy Project is a 110 MW plant constructed on the Land in Tonopah, Nevada.

Land:

Nye County Assessor Parcels:

APN	Owner or Reputed Owner
012-031-04	Tonopah Solar Energy, LLC
012-131-03	Tonopah Solar Energy, LLC
012-131-04	Tonopah Solar Energy, LLC
012-140-01	Unknown
012-150-01	Unknown
012-141-01	Bureau of Land Management
012-431-06	Liberty Moly, LLC
012-151-01	Bureau of Land Management
612-141-01	Tonopah Solar Energy, LLC

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 $\frac{1}{4}$ 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 N $\frac{1}{2}$ 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 3:

ANACONDA-MOLY SUBSTATION EXPANSION (NVN-089273)

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 E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

And

A TRACT OF LAND SITUATED IN LOT 2 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 41 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE THEREOF, NORTH 88°34'27" WEST, 331.44 FEET TO THE NORTHWEST CORNER OF THE EAST HALF (E $\frac{1}{2}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SAID SECTION 2;

THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE THEREOF, NORTH 00°20'22" EAST, 663.03 FEET; THENCE SOUTH 88°42'55" EAST, 331.39 FEET TO THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LINE, SOUTH 00°20'11" WEST, 663.85 FEET TO THE POINT OF BEGINNING.

PARCEL 4-1:

The North One Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) 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 ¼) 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 True 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 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 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 ¼) 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 11

NYE COUNTY

[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-031-04

Location

Property Location F#26731 P.4 121.6AC
 Town
 District 7.0 - TONOPAH
 Subdivision Lot Block
 Property Name F#26731 P.4 121.6AC

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC
 Mailing Address 520 BROADWAY 6TH FLR
 SANTA MONICA, CA 90401-2420
[Ownership History](#)
[Document History](#)
 Legal Owner Name TONOPAH SOLAR ENERGY LLC
 Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page
 Map Document #s

Description

Total Acres 121.600 Square Feet 0
 Ag Acres .000 W/R Acres .000

Improvements

Single-family Detached 0	Non-dwelling Units 0	Bedrooms / Baths 0 / .00
Single-family Attached 0	Mobile Home Hookups 0	Stories .0
Multiple-family Units 0	Wells 0	Garage Square Ft... 0
Mobile Homes 0	Septic Tanks 0	Attached / Detached
Total Dwelling Units 0	Buildings Sq Ft 0	
	Residence Sq Ft 0	
	Basement Sq Ft 0	Basement
	Finished Basement SF 0	Bedrooms / Baths 0 / .00

[Improvement List](#)
[Improvement Sketches](#)

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
 Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	148,322	148,322	148,322
Improvements	1,187	1,181	848
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	149,509	149,503	149,170

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19 55% - Renewable Energy Facilities
 2017-18 55% - Renewable Energy Facilities
 2016-17 55% - Renewable Energy Facilities

Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	423,777	423,777	423,777
Improvements	3,391	3,374	2,423
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	427,169	427,151	426,200

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

[Back to Search List](#)

NYE COUNTY

[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-131-03

Location Property Location F#26731 P.2 79.07AC Town District 7.0 - TONOPAH Subdivision Lot Block Property Name F#26731 P.2 79.07AC Add'l Addresses Assessor Maps Legal Description		Ownership Assessed Owner Name TONOPAH SOLAR ENERGY LLC Mailing Address 520 BROADWAY 6TH FLR SANTA MONICA, CA 90401-2420 Ownership History Document History Legal Owner Name TONOPAH SOLAR ENERGY LLC Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page Map Document #s																																																																																	
Description Total Acres 79.070 Square Feet 0 Ag Acres .000 W/R Acres .000 Improvements Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00 Single-family Attached 0 Mobile Home Hookups 0 Stories .0 Multiple-family Units 0 Wells 0 Garage Square Ft... 0 Mobile Homes 0 Septic Tanks 0 Attached / Detached Total Dwelling Units 0 Buildings Sq Ft 0 Improvement List Residence Sq Ft 0 Improvement Sketches Basement Sq Ft 0 Basement Finished Basement SF 0 Bedrooms / Baths 0 / .00		Appraisal Classifications Current Land Use Code 731 Code Table Zoning Code(s) Re-appraisal Group 5 Re-appraisal Year 2015 Original Construction Year Weighted Year																																																																																	
Assessed Valuation <table border="1"> <thead> <tr> <th>Assessed Values</th> <th>2018-19</th> <th>2017-18</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>97,214</td> <td>97,214</td> <td>97,214</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Assessed Value</td> <td>97,214</td> <td>97,214</td> <td>97,214</td> </tr> </tbody> </table> Increased (New) Values <table border="1"> <tbody> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table> Additional Tax Abatement 2018-19 55% - Renewable Energy Facilities 2017-18 55% - Renewable Energy Facilities 2016-17 55% - Renewable Energy Facilities		Assessed Values	2018-19	2017-18	2016-17	Land	97,214	97,214	97,214	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	97,214	97,214	97,214	Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	Taxable Valuation <table border="1"> <thead> <tr> <th>Taxable Values</th> <th>2018-19</th> <th>2017-18</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>277,754</td> <td>277,754</td> <td>277,754</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Taxable Value</td> <td>277,754</td> <td>277,754</td> <td>277,754</td> </tr> </tbody> </table> Increased (New) Values <table border="1"> <tbody> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Taxable Values	2018-19	2017-18	2016-17	Land	277,754	277,754	277,754	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	277,754	277,754	277,754	Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
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NYE COUNTY

[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-131-04

Location

Property Location F#26731 P.1 80.92AC
Town
District 7.0 - TONOPAH
Subdivision Lot Block
Property Name F#26731 P.1 80.92AC

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC
Mailing Address 520 BROADWAY 6TH FLR
SANTA MONICA, CA 90401-2420
Legal Owner Name TONOPAH SOLAR ENERGY LLC
Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page
Map Document #s

[Ownership History](#)
[Document History](#)

Description

Total Acres 80.920 Square Feet 0
Ag Acres .000 W/R Acres .000

Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00
Single-family Attached 0 Mobile Home Hookups 0 Stories .0
Multiple-family Units 0 Wells 0 Garage Square Ft... 0
Mobile Homes 0 Septic Tanks 0 Attached / Detached
Total Dwelling Units 0 Buildings Sq Ft 0
Residence Sq Ft 0
Basement Sq Ft 0 Basement
Finished Basement SF 0 Bedrooms / Baths 0 / .00

[Improvement List](#)
[Improvement Sketches](#)

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	98,702	98,702	98,702
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	98,702	98,702	98,702

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19 55% - Renewable Energy Facilities
2017-18 55% - Renewable Energy Facilities
2016-17 55% - Renewable Energy Facilities

Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	282,006	282,006	282,006
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	282,006	282,006	282,006

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

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NYE COUNTY

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Parcel Detail for Parcel # 612-141-01

Location

Property Location APN 12-141-01 & APN 12-151-01
 Town
 District 7.0 - TONOPAH
 Subdivision Lot Block
 Property Name POSSESSORY ON 12-141-01

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC
 Mailing Address 520 BROADWAY 6TH FLR
 SANTA MONICA, CA 90401-2420
[Ownership History](#)
[Document History](#)
 Legal Owner Name TONOPAH SOLAR ENERGY LLC
 Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page
 Map Document #s

Description

Total Acres .000 Square Feet 0
 Ag Acres .000 W/R Acres .000

Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00
 Single-family Attached 0 Mobile Home Hookups 0 Stories .0
 Multiple-family Units 0 Wells 2 Garage Square Ft... 0
 Mobile Homes 0 Septic Tanks 2 Attached / Detached
 Total Dwelling Units 0 Buildings Sq Ft 0
 Improvement List Residence Sq Ft 0
 Improvement Sketches Basement Sq Ft 0 Basement
 Finished Basement SF 0 Bedrooms / Baths 0 / .00

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
 Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	11,100,241	10,526,091	10,526,091
Improvements	73,365,377	73,022,173	119,008,076
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	84,465,618	83,548,264	129,534,167

Increased (New) Values

	2018-19	2017-18	2016-17
Land	0	0	0
Improvements	0	43,958	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19 55% - Renewable Energy Facilities
 2017-18 55% - Renewable Energy Facilities
 2016-17 55% - Renewable Energy Facilities

Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	31,714,974	30,074,546	30,074,546
Improvements	209,615,363	208,634,780	340,023,074
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	241,330,337	238,709,326	370,097,620

Increased (New) Values

	2018-19	2017-18	2016-17
Land	0	0	0
Improvements	0	125,623	0
Personal Property	0	0	0

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