

DOC # 0134357

10/08/2009

02:20 PM

Official Record

Recording requested By
CHICAGO TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$47.00

Page 1 of 9

RPTT:

Recorded By: AE

Book- 251 Page- 0280



Apn's: 8-201-28, 03, 06,27
Recording Requested by:

Coyote Springs Land
Attention: Emilia K. Cargill
3100 State Route 168
PO Box 37101
Coyote Springs, Nevada 89037

Return to:

BrightSource Energy, Inc.
1999 Harrison Street, Suite 2150
Oakland, California 94612
Attention: General Counsel

**Memorandum of
First Amended and Restated Solar Facilities Option Agreement and First Amendment to First
Amended and Restated Solar Facilities Option Agreement**

This page added to provide additional information required by NRS 111.312 Section 1-2.



Memorandum of First Amended and Restated Solar Facilities Option Agreement and First Amendment to First Amended and Restated Solar Facilities Option Agreement

NOTICE IS HEREBY GIVEN that Coyote Springs Investment LLC, a Nevada limited liability company, having an office at 3100 SR 168, PO Box 37010, Coyote Springs, Nevada 89037, Attn: CEO, as optionor ("Owner"), and BrightSource Energy, Inc., a Delaware corporation, having an office at 1999 Harrison Street, Suite 2150, Oakland, California, 94612, Attn: General Counsel, as optionee ("Optionee"), for one dollar and other sufficient consideration, have entered into a certain First Amended and Restated Solar Facilities Option Agreement, dated as of May 26, 2009, as amended by that certain First Amendment to First Amended and Restated Solar Facilities Option Agreement dated as of July 1, 2009 (together, the "Option Agreement"), pursuant to which Owner has given and hereby grants to Optionee an option (the "Option") to lease certain real property located within the Lincoln County or Clark County, as the case may be, Nevada portion of the master planned community that is commonly known as "Coyote Springs", which real property is located within up to eighteen (18) partial or entire sections of real property for an overall approximate acreage of 8,332 acres, as more specifically described and depicted on Exhibits A-1 and A-2 attached hereto and incorporated herein by reference.

The term of the Option is one (1) year commencing on March 11, 2009 (the "Option Period"). Owner and Optionee agree that they shall record either a Memorandum of Lease or a termination of this Memorandum of First Amended and Restated Solar Facilities Option Agreement and First Amendment to First Amended and Restated Solar Facilities Option Agreement at the expiration or termination of the Option Period, as to each of the eighteen (18) partial or entire sections of real property affected in whole or in part, by this instrument.

Nothing contained in this Memorandum shall be deemed to modify, amend or alter any of the terms or conditions of the Option Agreement; provided, however, this Memorandum does modify and amend that certain Memorandum of Solar Facilities Option Agreement dated as of March 17, 2009 and recorded in the Official Records of Lincoln County, Nevada on April 13, 2009 as Instrument Number 0133648. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Option Agreement, the terms and conditions of the Option Agreement shall control.

This Memorandum may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the 1st day of July, 2009.

OWNER:


COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

WNG/Coyote Springs

Reviewed for Content

By Emilia K. Cargill 9-14-09

Emilia K. Cargill

By: 
Name: **Brad Mamer**
Title: **Manager**

OPTIONEE:

BRIGHTSOURCE ENERGY, INC.,
a Delaware corporation

By: SIGNED IN COUNTERPART
Name: _____
Title: _____





IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the 1st day of July, 2009.

OWNER:

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By: SIGNED IN COUNTERPART
Name: Brad Mamer
Title: Manager

OPTIONEE:

BRIGHTSOURCE ENERGY, INC.,
a Delaware corporation

By: *[Signature]*
Name: Jack Jenkins - Stark
Title: CFO

JACK JENKINS - STARK

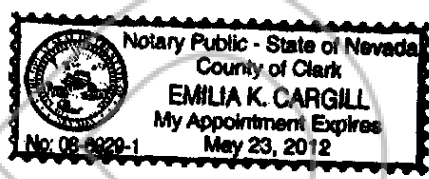




State of Nevada)
County of Clark)

This instrument was acknowledged before me on September 14, 2009, by Brad Mamer, as Manager of COYOTE SPRINGS INVESTMENT LLC.

Emilia Kargill
Notary
My commission expires 5/23/2012



No: 08-6929-1

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of Nevada)
County of Clark)

This instrument was acknowledged before me on September __, 2009, by Brad Mamer, as
Manager of COYOTE SPRINGS INVESTMENT LLC.

Notary
My commission expires _____

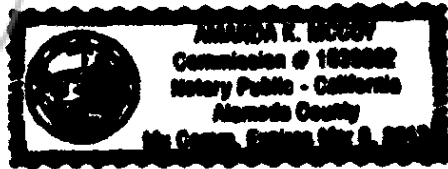
State of California)
County of Alameda)

On September 15, 2009 before _____ me,
Amanda McCoy, Notary Public (here insert name and title of the officer), personally appeared
Jack Jenkins, Clerk, who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Amanda McCoy (Seal)



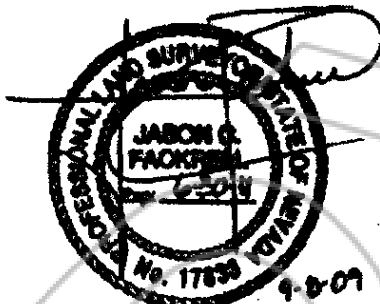
Comm # 183982
BXP 3/8/2013



Exhibit A-1
to
Memorandum of First Amended and Restated Solar Facilities Option Agreement and First
Amendment to First Amended and Restated Solar Facilities Option Agreement

Legal Description of the Sections

W.O. 7165
SEPTEMBER 8, 2009
BY: KAK
PAGE 1 OF 2



LEGAL DESCRIPTION

T.11S., R.63E., M.D.M., LINCOLN COUNTY, NEVADA

ALL OF SECTION 21, EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF A LINE LOCATED 100 FEET SOUTHERLY OF AND RUNNING PARALLEL WITH THE CENTERLINE OF KANE SPRINGS ROAD;

ALL OF SECTION 22, EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF A LINE LOCATED 100 FEET SOUTHERLY OF AND RUNNING PARALLEL WITH THE CENTERLINE OF KANE SPRINGS ROAD;

ALL OF SECTION 23;

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24;

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25;

ALL OF SECTION 26;

ALL OF SECTION 27;

ALL OF SECTION 28;

THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33;

THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33;

THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33;

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 33;



THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33;

ALL OF SECTION 34;

ALL OF SECTION 35;

T.12E., R.12E., E.D.M., LINCOLN COUNTY, NEVADA

THE WEST HALF (W 1/2) OF SECTION 02;

ALL OF SECTION 03;

THE NORTHEAST QUARTER (NE 1/4) OF SECTION 04;
THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 04;
THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 04;

ALL OF SECTION 10;

THE WEST HALF (W 1/2) OF SECTION 11;

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14;
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14;
THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14;
THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14;
THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;
THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;
THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;

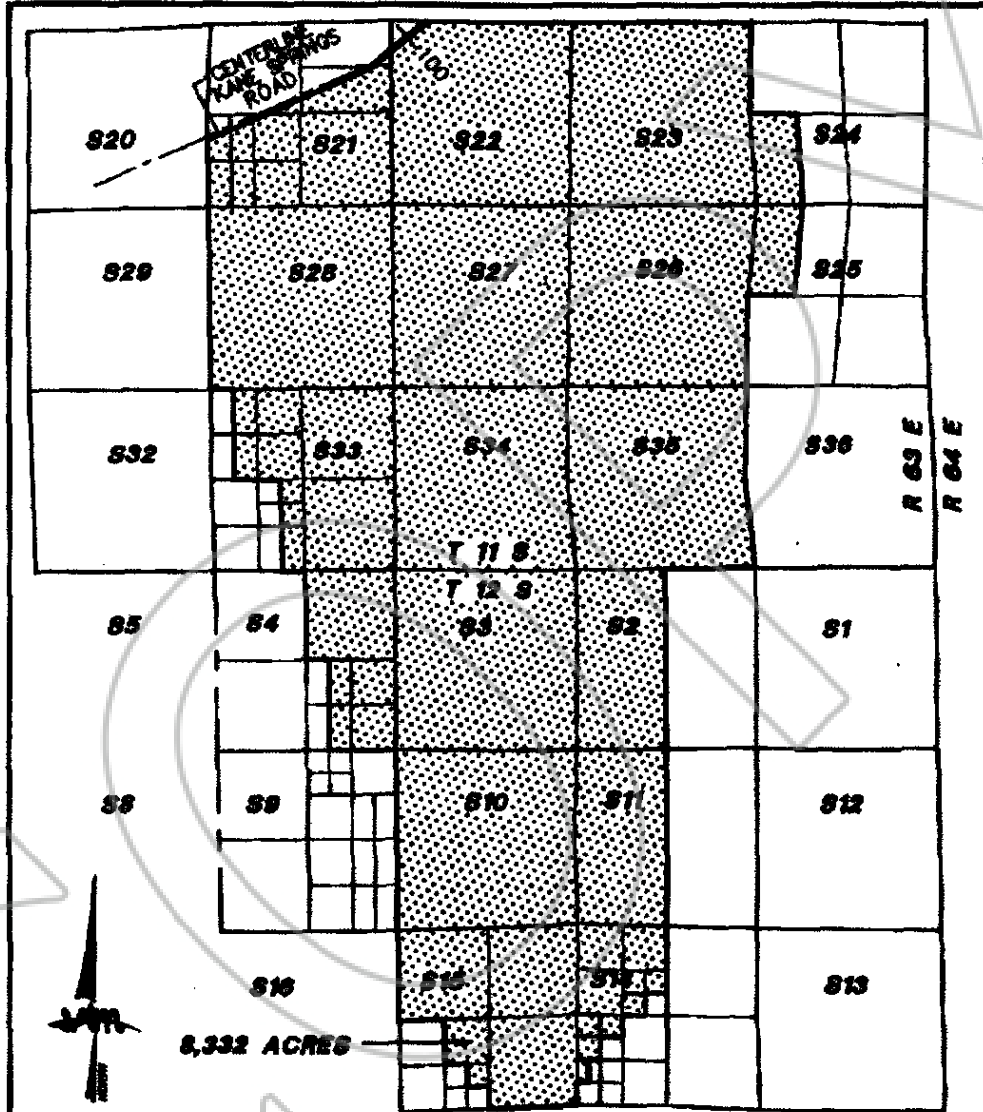
THE NORTHWEST QUARTER (NW 1/4) OF SECTION 15;
THE EAST HALF (E 1/2) OF SECTION 15;
THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15;
THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15;


CONTAINING A TOTAL OF 8,332 ACRES, MORE OR LESS.



Exhibit A-2
to
Memorandum of First Amended and Restated Solar Facilities Option Agreement and First
Amendment to First Amended and Restated Solar Facilities Option Agreement

Depiction /Map of the Sections



 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE: <input type="checkbox"/> HORIZ. NONE <input type="checkbox"/> VERT. NA
	COYOTE SPRINGS LINCOLN COUNTY	W.O. NO. _____ DRAWN BY: KAK DATE: 8/2/09 SHEET 1 OF 1