

**Official Record**

Recording requested By  
CHICAGO TITLE

**Lincoln County - NV**

**Leslie Boucher - Recorder**

Fee: \$22.00

Page 1 of 9

RPTT:

Recorded By: LB

Book- 255 Page- 0079

APN 8-201-28 ET AL  
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  
Second 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 Second 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 and by that certain Second Amendment to First Amended and Restated Solar Facilities Option Agreement dated as of March 3, 2010 (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 approximately thirteen (13) months, commencing on March 11, 2009 (the "Option Period") and ending April 2, 2010. Owner and Optionee agree that they shall record either a Memorandum of Lease or a termination of this Memorandum of Second 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, in Book 248, at Page 112, and as Instrument Number 0133648, and that certain Memorandum of First Amended and Restated Solar Facilities Option Agreement and First Amendment to First Amended and Restated Solar Facilities Option Agreement dated as of July 1, 2009 and recorded in the Official Records of Lincoln County, Nevada on October 8, 2009, in Book 251 at Page 281, and as Instrument Number 0134357. 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

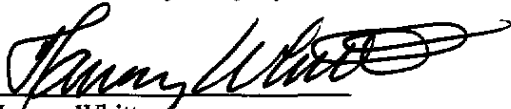
SIGNATURES TO FOLLOW



IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the 2nd day of March, 2010.

OWNER:

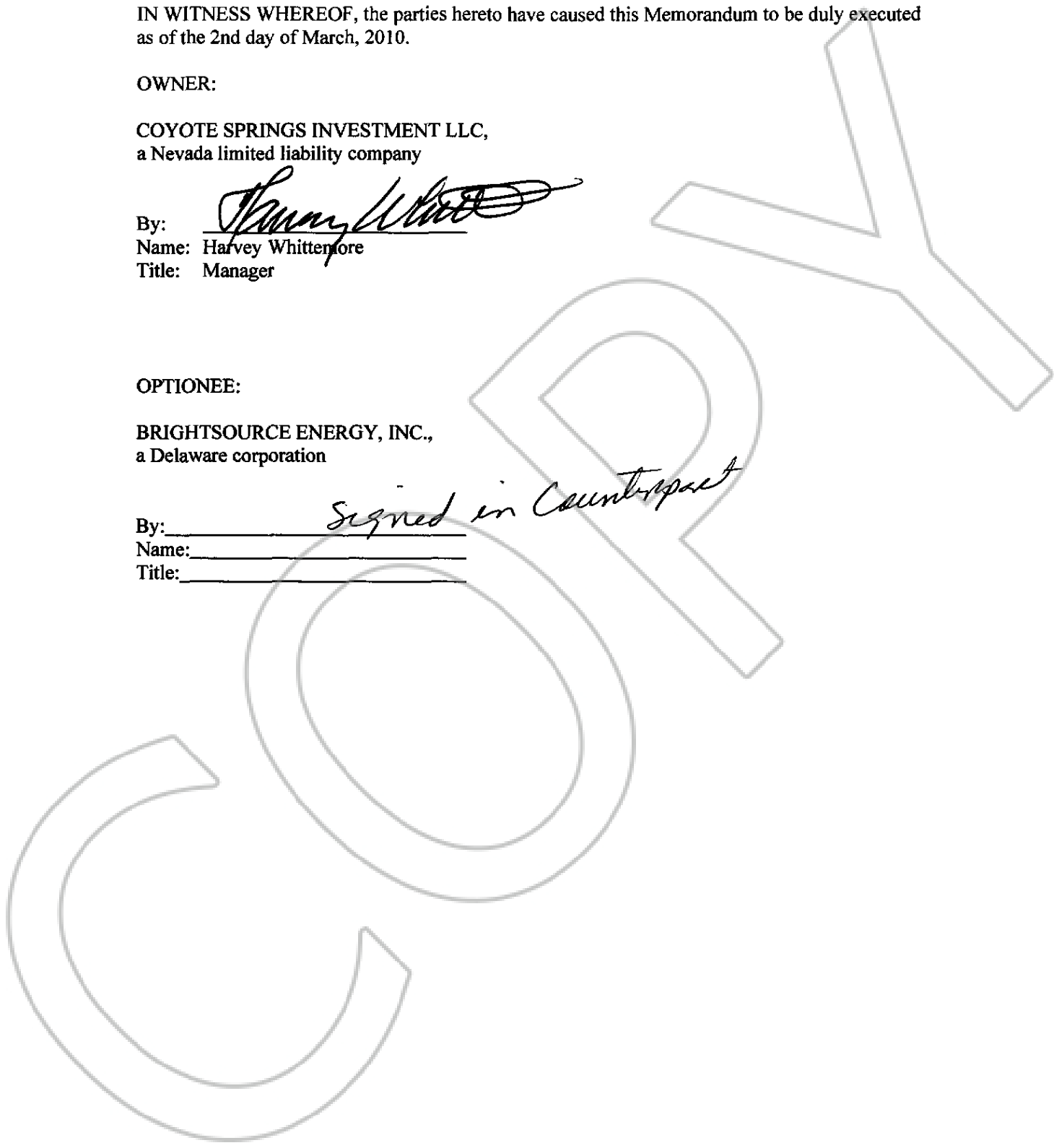
COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company

By:   
Name: Harvey Whittenfore  
Title: Manager

OPTIONEE:

BRIGHTSOURCE ENERGY, INC.,  
a Delaware corporation

By: *Signed in Counterpart*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the 2nd day of March, 2010.

OWNER:

COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company

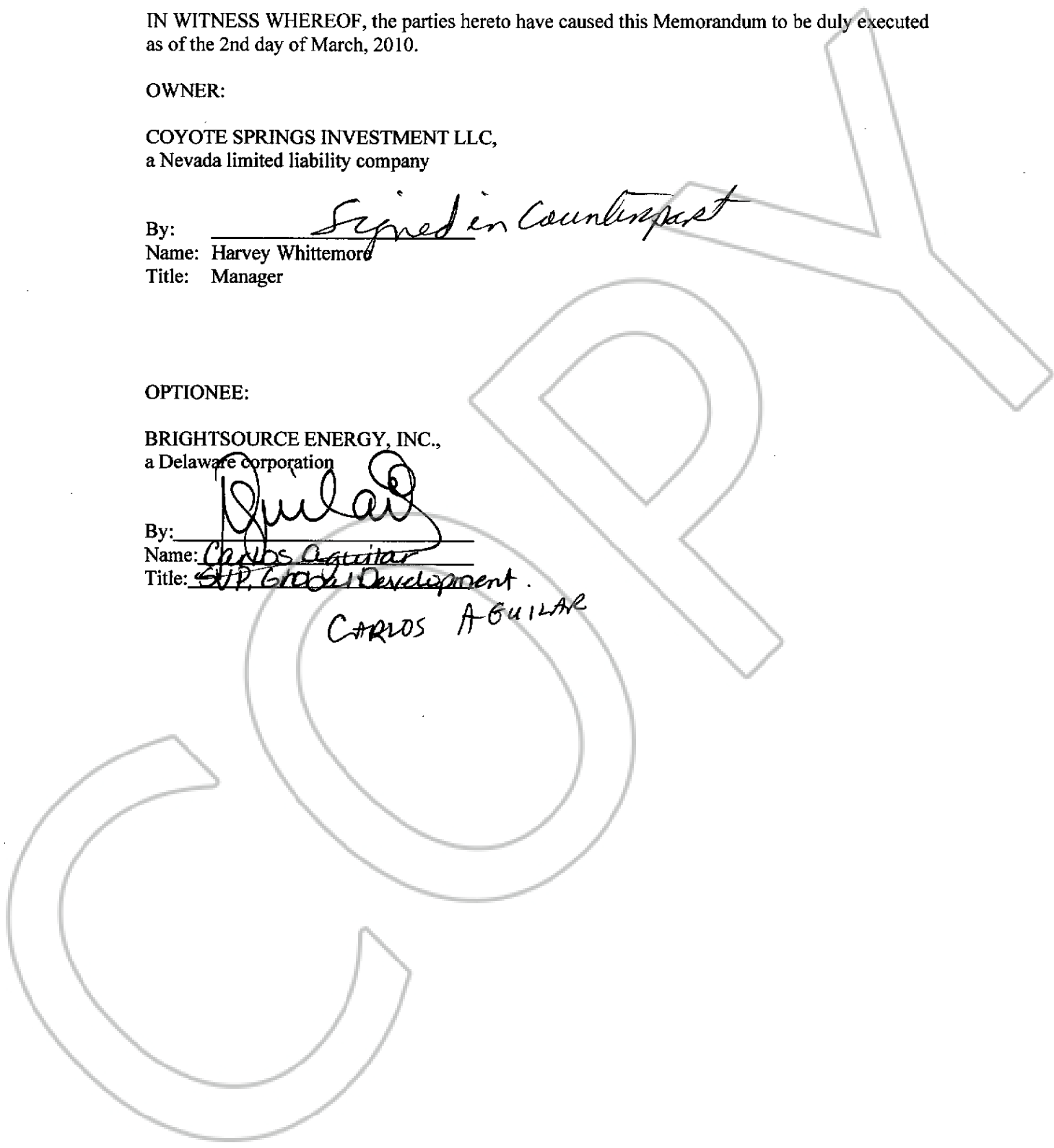
By: Signed in Counterpart  
Name: Harvey Whittemore  
Title: Manager

OPTIONEE:

BRIGHTSOURCE ENERGY, INC.,  
a Delaware corporation

By: [Signature]  
Name: Carlos Aguilar  
Title: SRP, Growth Development

CARLOS AGUILAR



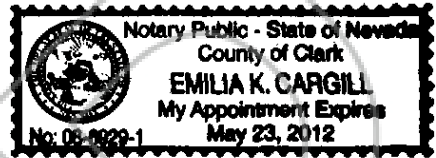


State of Nevada )  
County of CLARK

This instrument was acknowledged before me on March 5, 2010, by Harvey Whittemore, as Manager of COYOTE SPRINGS INVESTMENT LLC.

*Emilia Kargill*

Notary  
My commission expires 5.23.12



No. 06-8929-1

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)



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State of Nevada )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on March \_\_, 2010, by Harvey Whittemore, as Manager of COYOTE SPRINGS INVESTMENT LLC.

\_\_\_\_\_  
Notary  
My commission expires \_\_\_\_\_

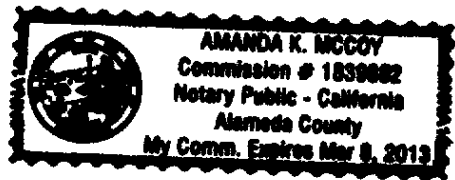
State of California )  
County of Alameda )

On March 5, 2010 before me,  
Amanda K. McCoy, Notary (here insert name and title of the officer), personally appeared Carlos Aguilar, 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 K. McCoy (Seal)

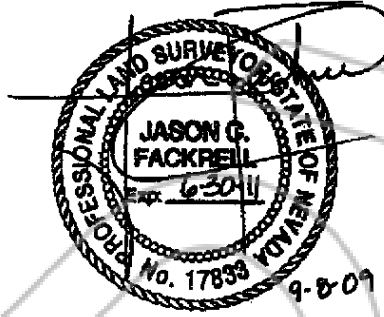


Comm# 1839882  
EXP 3/8/13

Exhibit A-1  
to  
Memorandum of Second 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.12S., R.63E., M.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 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;

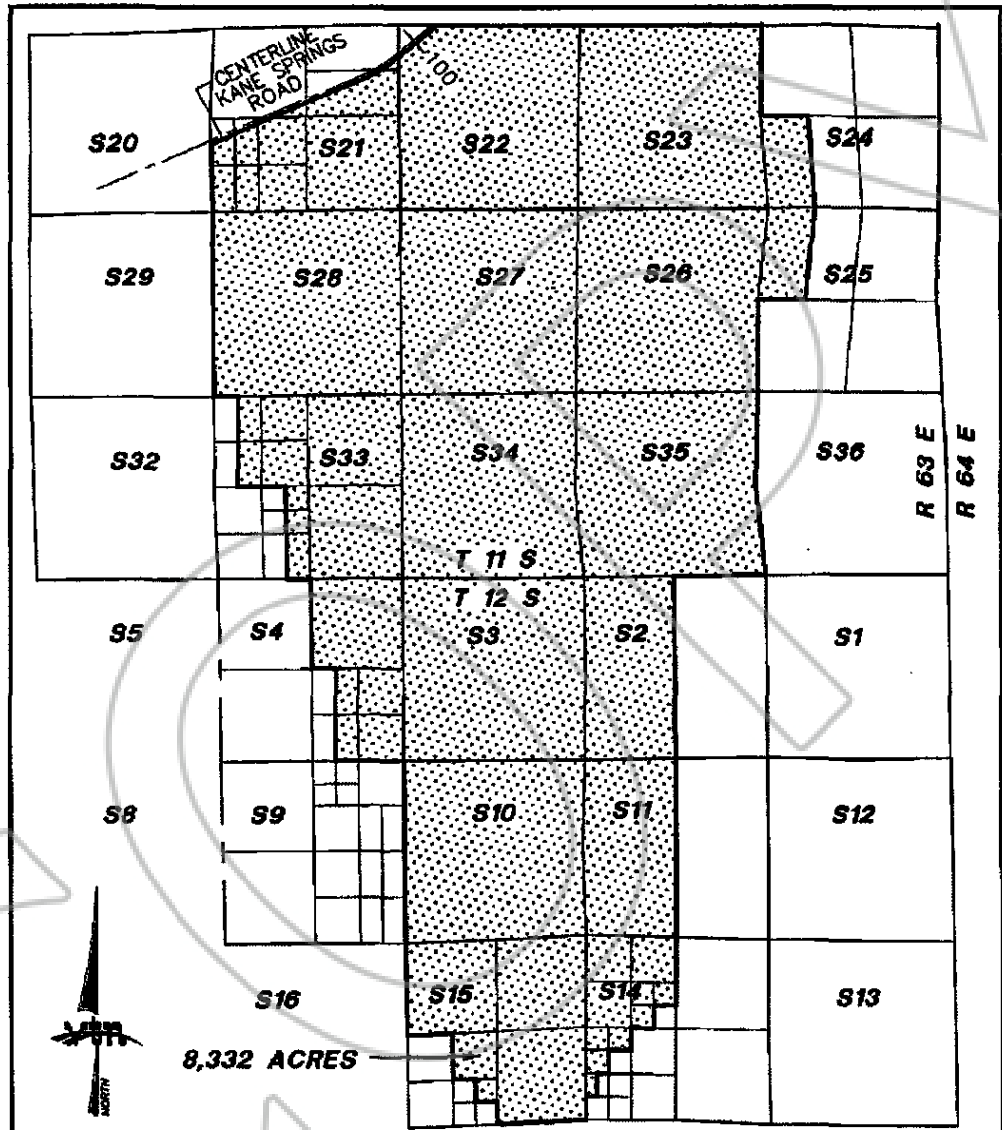
CONTAINING A TOTAL OF 8,332 ACRES, MORE OR LESS.





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

Depiction /Map of the Sections



D:\7145\085\EXPANSIONAREA.DWG (SR-OP-LD-REV)



2727 S. RAINBOW BOULEVARD  
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY  
LEGAL DESCRIPTION

COYOTE SPRINGS  
LINCOLN COUNTY

SCALE	HORZ. NONE VERT. NA
W.O. NO.	
DRAWN BY:	KAK
DATE:	9/2/09
SHEET 1 OF 1	