

**Official Record**

Recording requested By  
CHICAGO TITLE AGENCY OF NEVADA

**Lincoln County - NV**  
**Leslie Boucher - Recorder**

Fee: \$46.00 Page 1 of 8  
RPTT: Recorded By: DP  
Book- 255 Page- 0447

APN # 8-201-03,06,27 & 28

Recording Requested by:  
Coyote Springs Investment LLC  
3100 SR 168 / PO Box 37010  
Coyote Springs, NV 89037



Return to:

Coyote Springs Investment LLC  
3100 SR 168, PO Box 37010  
Coyote Springs, Nevada 89037  
Attn: General Counsel, Real Estate

**REVERSIONARY RIGHT INSTRUMENT**

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



REVERSIONARY RIGHT INSTRUMENT

THIS REVERSIONARY RIGHT INSTRUMENT ("Instrument") is dated as of April 1, 2010, and entered into between 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 ("Owner"), and BrightSource Energy, Inc., a Delaware corporation, having an office at 1999 Harrison Street, Suite 2150, Oakland, California, 94612, Attn: General Counsel (and including any successor assignee of such person, "BrightSource").

RECITALS

- A. In connection with that certain Solar Facilities Ground Lease – (Coyote Springs I) dated April 1, 2010 ("Lease"), Owner agreed to lease BrightSource certain real property located within the Lincoln County, Nevada portion of the master planned community that is commonly known as Coyote Springs all of which such property is set forth on Exhibit "A" attached to this Instrument (the "Property").
- B. In consideration of the Lease, BrightSource and Owner agree that BrightSource's use of the Property shall be limited to specific uses and that, if BrightSource uses the Property for any other purpose, Owner has a right of reversion as more specifically set forth in this instrument.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

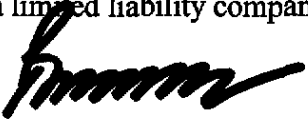
- 1. BrightSource acknowledges that Owner intends for BrightSource to use the Property only for a solar generation facility and ancillary legal activities approved by Owner (collectively, the "Permitted Use").
- 2. If BrightSource shall at any time during the term of the Lease, use or occupation of the Property, use the Property for any use other than the Permitted Use, Owner shall have the right to terminate BrightSource's right to occupy and use the Property upon sixty (60) days' prior written notice to BrightSource and BrightSource's failure to cease such non-Permitted Use within such sixty (60) day period.

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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the 1<sup>st</sup> day of April, 2010.

OWNER:

COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company

By:   
Name: Brad Mamer  
Title: CEO

BRIGHTSOURCE:

BRIGHTSOURCE ENERGY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signed in Counterpart*



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the 1<sup>st</sup> day of April, 2010.

OWNER:

COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Brad Mamer  
Title: CEO

*Signed in Counterpart*

BRIGHTSOURCE:

BRIGHTSOURCE ENERGY, INC.,  
a Delaware corporation

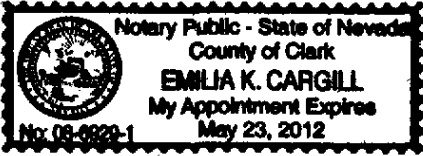
By: \_\_\_\_\_  
Name: John F. Jenkins-Stark  
Title: CFO

John F. Jenkins-Stark  
CFO



State of NEVADA )  
County of CLARK )

This instrument was acknowledged before me on April 1, 2010, by Brad Mamer as CEO and authorized agent of COYOTE SPRINGS INVESTMENT LLC.



*Emilia K. Cargill*

Notary  
My commission expires 5/23/2012

No. 08-6929-1

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

This instrument was acknowledged before me on \_\_\_\_\_, 2009, by \_\_\_\_\_, as \_\_\_\_\_ of BRIGHTSOURCE ENERGY, INC.

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

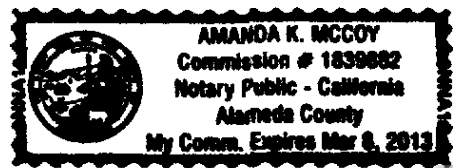
State of California }  
County of Alameda

On April 2, 2010 before me, Amanda K. McCoy, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John F. Jenkins - Stark  
Name(s) of Signer(s)

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

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



Exp 3/8/13

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Amanda K. McCoy  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Memorandum of Lease

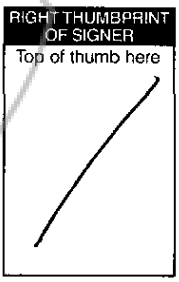
Document Date: April 1, 2010 Number of Pages: 5 (including Exhibit)

Signer(s) Other Than Named Above: Brad Mamer, CEO, Coyote Springs Investments, LLC

### Capacity(ies) Claimed by Signer(s)

Signer's Name: John F. Jenkins - Stark

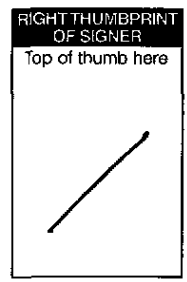
- Individual
- Corporate Officer — Title(s): CFO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

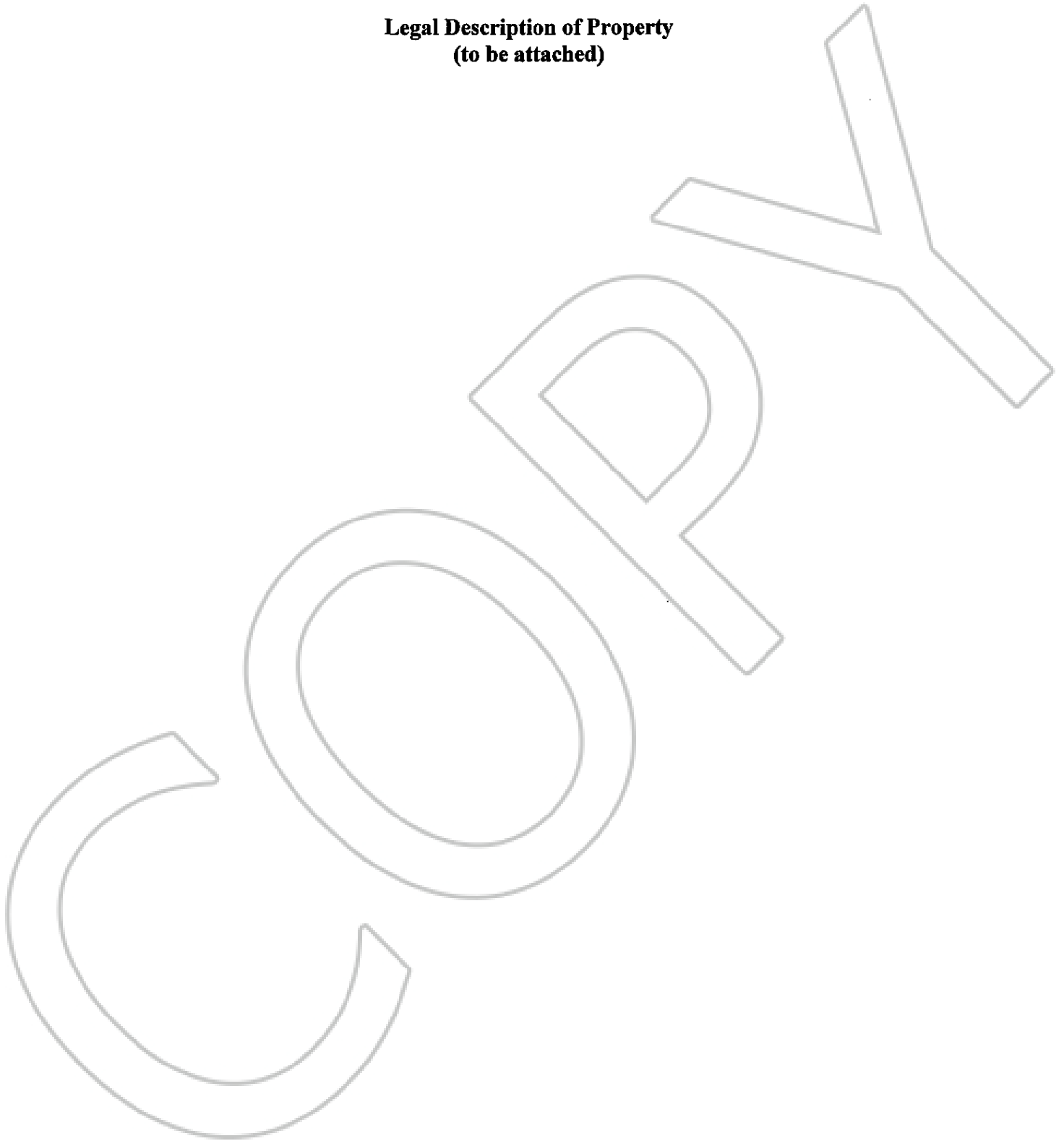


Signer Is Representing: \_\_\_\_\_



**Exhibit A to Reversionary Right Instrument**

**Legal Description of Property  
(to be attached)**





PRELIMINARY REPORT  
Order No.:09006110 (5th Amended)

Exhibit A

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

Township 11 South, Range 63 East, 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 the 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 ¼) of Section 24;  
The West Half (W 1/2) of the Northwest Quarter (NW ¼) of Section 25;  
All of Section 26;  
All of Section 27;  
All of Section 28;  
The East Half (E ½) of the West Half (W 1/2) of the Northwest Quarter (NW ¼) of Section 33;  
The East Half (E ½) of the Northwest Quarter (NW ¼) of Section 33;  
The Northeast Quarter (NE ¼) of Section 33;  
The Southeast Quarter (SE ¼) of Section 33;  
The East Half (E ½) of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 33;  
All of Section 34;  
All of Section 35;

Township 12 South, Range 63 East, M.D.M., Lincoln County, Nevada:

The West Half (W 1/2) of Section 2;  
All of Section 3;  
The Northeast Quarter (NE ¼) of Section 4;  
The East Half (E ½) of the Southeast Quarter (SE ¼) of Section 4;  
The East Half (E ½) of the West Half (W 1/2) of the Southeast Quarter (SE ¼) of Section 4;  
All of Section 10;  
The West Half (W 1/2) of Section 11;  
The West Half (W 1/2) of the Northwest Quarter (NW ¼) of Section 14;  
The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 14;  
The North Half (N ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 14;  
The Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 14;  
The North Half (N ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 14;  
The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 14;  
The West Half (W 1/2) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 14;  
The Northwest Quarter (NW ¼) of Section 15;  
The East Half (E ½) of Section 15;  
The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 15;  
The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 15.