

**DOC # 0135788**

04/08/2010 03 02 PM

**Official Record**

Recording requested By  
CHICAGO TITLE AGENCY OF NEVADA

**Lincoln County - NV**

**Leslie Boucher - Recorder**

Fee: \$45.00

Page 1 of 7

RPTT:

Recorded By: DP

Book- 255 Page- 0455

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:

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

**Memorandum of  
Lease**

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



### **MEMORANDUM OF LEASE**


This Memorandum of Lease ("Memorandum") is made this 1<sup>st</sup> day of April, 2010, between Coyote Springs Investment LLC, a Nevada limited liability company ("Lessor") and BrightSource Energy, Inc., a Delaware corporation ("Lessee").

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property legally described on Exhibit "A" to this Memorandum, pursuant to the terms of that certain Solar Facilities Ground Lease – (Coyote Springs I) agreement dated as of April 1, 2010 (as the same may be amended, modified, extended, supplemented, restated or replaced from time to time, the "Lease Agreement"). The Lease Agreement pertains to Lessee's lease of the real property.
2. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Lessor or Lessee under the Lease Agreement. In the event of any inconsistency between this Memorandum and the Lease Agreement, the terms of the Lease Agreement shall control.
3. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect hereof. Each of the Parties shall do any act or thing and execute any or all documents or instruments reasonably necessary or proper to effectuate the provisions and intent of this Memorandum.
4. This Memorandum may be executed in duplicate original counterparts, each of which when taken with the others shall constitute one and the same original.



IN WITNESS WHEREOF, the Parties have executed this Memorandum on the day and year first written above.

COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company

By:   
Name: Brad Mamer  
Its: CEO

BRIGHTSOURCE ENERGY, INC.,  
a Delaware corporation

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

State of Nevada )  
County of Clark )

This Memorandum was acknowledged before me on April 1, 2010, by Brad Mamer as CEO of Coyote Springs Investment LLC.



*Emilia Cargill*  
Notary signature  
(and affix notary stamp/seal)  
*EXP 5-23-2012*

No, 08-6929-1  
State of )  
County of )

This Memorandum was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary signature  
(and affix notary stamp/seal)



IN WITNESS WHEREOF, the Parties have executed this Memorandum on the day and year first written above.

COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company

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

*Signed in Counterpart*

BRIGHTSOURCE ENERGY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: John F. Jenkins-Stark  
Its: CEO

John F. Jenkins-Stark  
CEO  
State of Nevada )  
County of Clark )

This Memorandum was acknowledged before me on April 1, 2010, by Brad Mamer as CEO of Coyote Springs Investment LLC.

\_\_\_\_\_  
Notary signature  
(and affix notary stamp/seal)

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

This Memorandum was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary signature  
(and affix notary stamp/seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

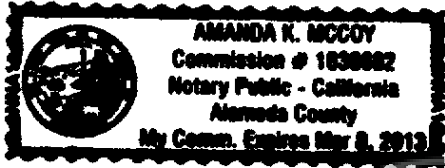
County of Alameda

on April 2, 2010 before me, Amanda K. McCoy, Notary Public

personally appeared John F. Jenkins-Stark

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.

Signature Amanda K. McCoy  
Signature of Notary Public

Place Notary Seal Above

**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: Reversionary Right Instrument

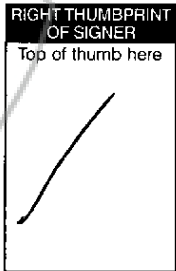
Document Date: April 1, 2010 Number of Pages: 6 (including exhibit)

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

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

Signer's Name: John F. Jenkins-Stark

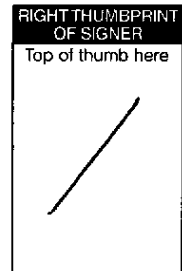
- Individual
- Corporate Officer — Title(s): CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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 Memorandum of Lease  
Legal description of the Property**

(to be attached)

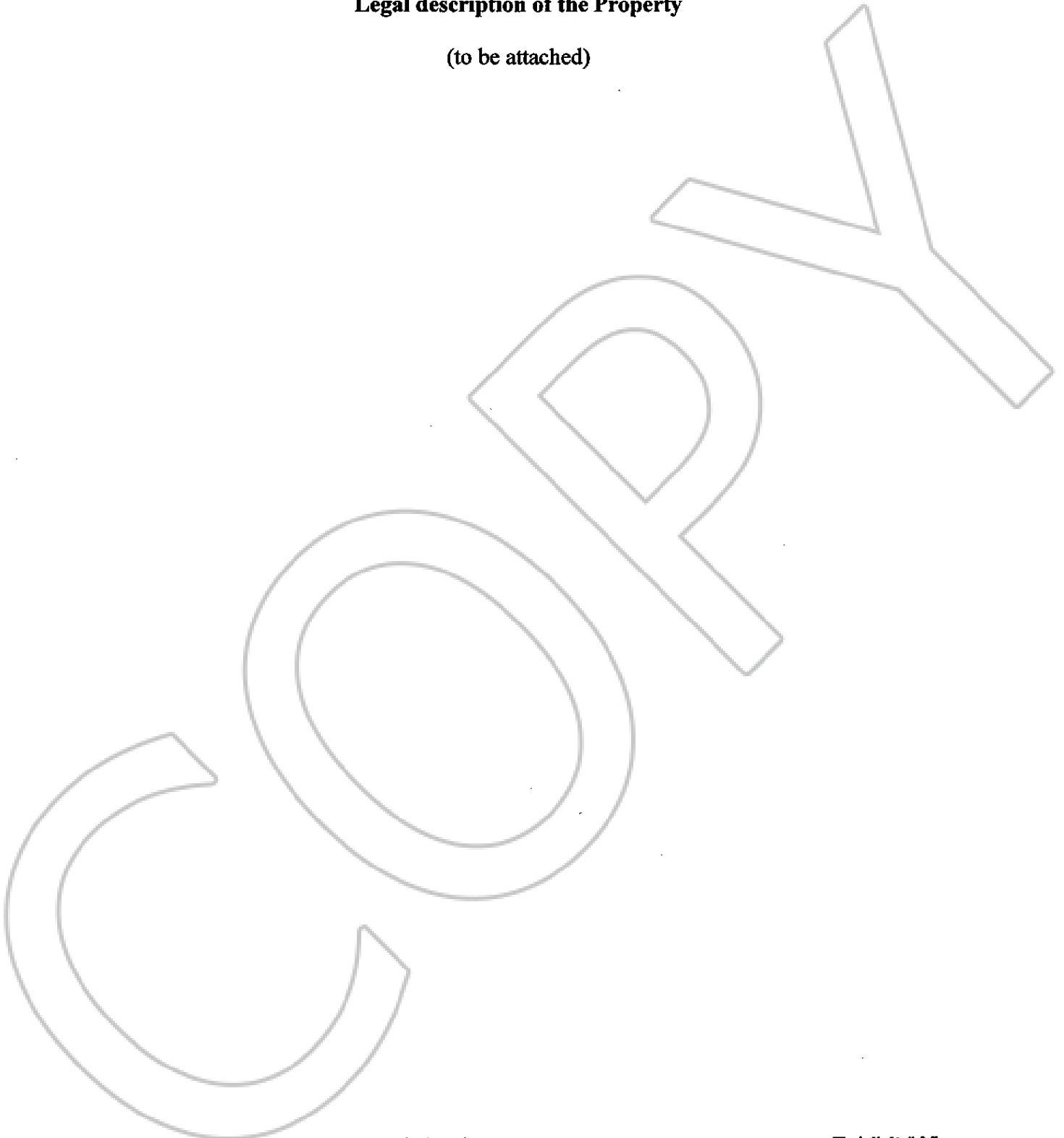




Exhibit A

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.