

Official Record

Recording requested By
CHICAGO TITLE AGENCY OF NEVADA

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$56.00

Page 1 of 18

RPTT:

Recorded By LB

Book- 258 Page- 0278

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



0136439

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL ASSOCIATION
REAL ESTATE BANKING GROUP (AU 02961)
2033 North Main Street, Suite 400
Walnut Creek, CA 94596

Attn: Amy Rizzo
Loan No. 101452

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(Lease To Deed of Trust)**

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



**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN T AND NON-DISTURBANCE AGREEMENT
(Lease To Deed of Trust)**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN T AND NON-DISTURBANCE AGREEMENT ("Agreement") is made August 31, 2010 by and between COYOTE SPRINGS INVESTMENT LLC, a limited liability company ("Owner"), BRIGHTSOURCE ENERGY, INC. ("Lessee") and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent ("Administrative Agent") for certain lenders, including Administrative Agent ("Lenders"), from time to time parties to the Loan Agreement executed in connection with the Loan referred to below.

RECITALS

- A. Pursuant to the terms and provisions of a Solar Facilities Ground Lease dated April 1, 2010 ("Lease"), Owner, as "Lessor", granted to Lessee a leasehold estate in and to [the property described and depicted on Exhibits A-1 and A-2, respectively, attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "Property").
- B. Owner executed that certain Deed of Trust With Absolute Assignment Of Leases And Rents, Security Agreement And Fixture Filing, dated as of September 8, 2005 ("Deed of Trust"), in favor of Lenders in connection with a loan in the original principal sum of One Hundred Fifty Million Dollars (\$150,000,000) which was reduced to Seventy Two Million Dollars (\$72,000,000) ("Loan") by that certain Eighth Modification Agreement dated as of July 13, 2010. The Deed of Trust, secures, among other things, multiple term loan notes (collectively, "Notes") in the aggregate principal sum of the Loan, which Notes are payable with interest and upon the terms and conditions described therein. The Deed of Trust was recorded September 27, 2005, in Official Records, Lincoln County, as Instrument Number 125286; and as modified by that modification recorded December 13, 2005, as Document No. 125633; and as modified by that modification recorded July 28, 2006, as Instrument No. 126927; and as modified by that modification recorded February 22, 2007, as Document No. 0128408; and as modified by that modification recorded June 26, 2007, as Document No. 0129129; and as modified by that modification recorded August 6, 2007, as Document No. 0129625; and as modified by that modification recorded December 19, 2008, as Document No. 133294; and as modified by that modification recorded April 13, 2009, as Document No. 133649.
- C. As a condition to making the Loan secured by the Deed of Trust, Lenders required that the Deed of Trust be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Deed of Trust.
- D. Section 19.2 of the Lease requires that, simultaneously with Lessee's acknowledgement and agreement that the Lease is subordinate as provided in Article XIX of the Lease, Lessor's Lenders shall agree in writing to recognize the Lease and Lessee's rights thereunder .



- E. Subject to the preservation of Lessee's rights under the Lease and for a term expiring simultaneously with the recording of a release of the Deed of Trust (which release requires Lenders' approval of a release price to be paid by Lessor to Lenders pursuant to the terms and conditions of the Deed of Trust and the underlying credit facility between Lessor and Lender) (the recording of such a release, shall be referred to herein as the "DOT Release"), Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Administrative Agent and Lenders.

NOW THEREFORE, for valuable consideration, Owner and Lessee hereby agree for the benefit of Administrative Agent and Lenders as follows:

1. **SUBORDINATION**. Owner and Lessee hereby agree that, subject to and without prejudice to Lessee's rights under the Lease and for a term expiring, if ever, simultaneously with the DOT Release:
 - 1.1 **Prior Lien**. The Deed of Trust securing the Notes in favor of Administrative Agent, for the benefit of Lenders, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Deed of Trust), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease. Notwithstanding the foregoing, the Lease shall not be subordinate to additional advances made subject to the Deed of Trust after the date the Administrative Agent has received written notice from Lessee or Owner that Lessee has made the Subordination Deposit provided for in Section 16.2(f) of the Lease; and
 - 1.2 **Whole Agreement**. This Agreement shall be the whole agreement and only agreement with Administrative Agent with regard to the subordination of the Lease to the lien of the Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages. Notwithstanding the foregoing, nothing in this Agreement modifies, waives or amends any rights, duties or remedies of Owner or Lessee under Section 16.2(f) of the Lease. Nothing in this Agreement modifies, waives or amends any terms of the Lease with respect to any Encumbrance (as defined in Section 19.2 of the Lease) other than the Deed of Trust.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Administrative Agent and Lenders, that subject to and without prejudice to Lessee's rights under the Lease and for a term expiring, if ever, simultaneously with the DOT Release:

- 1.3 **Use of Proceeds**. Administrative Agent, in making disbursements on behalf of Lenders pursuant to the Notes, the Deed of Trust or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Administrative Agent or any Lender represented that it will, see to the application of such proceeds by the person or persons to whom Administrative Agent disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and
- 1.4 **Subordination**. Lessee intentionally and unconditionally subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made by Lenders to, or on behalf of, Lessor



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and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Administrative Agent, for the benefit of Lenders.
3. **ESTOPPEL.** Lessee acknowledges and represents that:
 - 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral;
 - 3.2 **No Default.** To the best of Lessee's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
 - 3.3 **Entire Agreement.** The Lease, together with any exhibits thereto, constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Lease; and
 - 3.4 **No Prepaid Rent.** No deposits or prepayments of rent, other than the scheduled rent payments due under the Lease, have been made in connection with the Lease.
4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times that Administrative Agent, for the benefit of Lenders, is the Beneficiary under the Deed of Trust, for the period up to the date upon which, if ever, the DOT Release occurs:
 - 4.1 **Modification, Termination and Cancellation.** Lessee will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Administrative Agent's prior written consent and will not make any payment to Lessor in consideration of any modification, termination or cancellation of the Lease which is not expressly contemplated by the terms of the Lease (in whole or in part) without Administrative Agent's prior written consent;
 - 4.2 **Notice of Default.** Lessee will notify Administrative Agent in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Administrative Agent, on behalf of Lenders, has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lenders, if Administrative Agent cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor, provided, however, that if such default cannot with due diligence be cured by Administrative Agent within such fifteen (15) day period, the time period within which Administrative Agent may cure the same shall be extended for a maximum further period of 15 days;
 - 4.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent, except as set forth in the schedule of rent payments in the Lease, more than one (1) month in advance of the time when the same become due under the Lease; and
 - 4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Administrative Agent that Lenders have elected to terminate the license granted to Lessor to collect



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rents, as provided in the Deed of Trust, and directing the payment of rents and any and all other amounts due under the Lease by Lessee to Administrative Agent, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under the Loan and/or the Deed of Trust.

5. **ATTORNMEN**. In the event of a foreclosure under the Deed of Trust, Lessee agrees for the benefit of Administrative Agent and Lenders (including for this purpose any transferee of Lenders or any transferee of Lessor's title in and to the Property by Lenders' exercise of the remedy of sale by foreclosure under the Deed of Trust), as follows:

5.1 **Payment of Rent**. Lessee shall pay to Administrative Agent all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease; and

5.2 **Continuation of Performance**. Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Administrative Agent, on behalf of Lenders, as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Administrative Agent, on behalf of Lenders, succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee.

5.3 **No Offset**. Notwithstanding that there are no offset provisions set forth in the Lease itself, neither Administrative Agent nor any Lender shall be liable for, or subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease, nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Administrative Agent; and

5.4 **Subsequent Transfer**. If Administrative Agent, on behalf of Lenders, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Administrative Agent, on behalf of Lenders, any such obligations arising after the date thereof shall terminate as to Administrative Agent and Lenders upon (but not prior to) any such transfer of Lessor's interest by Administrative Agent on behalf of the Lenders. Additionally, Lessee acknowledges and agrees that no consent of Lessee shall be required with respect to any transfer of the Property to Administrative Agent or Lenders (or their designee or nominee) or to any further transfer of the Lease by any such entity; provided, however, that Lessor shall give Lessee written notice thereof as soon as practicable.

6. **NON-DISTURBANCE**. In the event of a foreclosure under the Deed of Trust, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease, Administrative Agent, on behalf of Lenders, agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Administrative Agent shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement.

7. **MISCELLANEOUS**.

7.1 **Heirs, Successors, Assigns and Transferees**. The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto; and



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7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Administrative Agent appearing below:

"OWNER"

COYOTE SPRINGS INVESTMENT LLC
3100 SR 168, PO Box 37010
Coyote Springs, Nevada 89037

Attn: Brad Mamer, CEO

With a copy to:

COYOTE SPRINGS INVESTMENT LLC
3100 SR 168, PO Box 37010
Coyote Springs, Nevada 89037

Attn: General Counsel, Real Estate

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION
REAL ESTATE BANKING GROUP (AU #02961)
2033 North Main Street, Suite 400
Walnut Creek, CA 94596

Attn: Michael Watson
Loan No. 101452

"LESSEE"

BRIGHTSOURCE ENERGY, INC
1999 Harrison Street, Suite 2150
Oakland, California 94612

Attn: Doug Buchanan, PE

With a copy to

BRIGHTSOURCE ENERGY, INC
1999 Harrison Street, Suite 2150
Oakland, California 94612

Attn: General Counsel

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and



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- 7.4 **Remedies Cumulative.** All rights of Administrative Agent and Lenders herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Administrative Agent and Lenders and Lessor or others; and
- 7.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

INCORPORATION. Exhibit A-1 and A-2 are attached hereto and incorporated herein by this reference.

[REST OF PAGE INTENTIONALLY LEFT BLANK]



Loan No. 101452

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"OWNER"

COYOTE SPRINGS INVESTMENT LLC

By: *Harvey Whittemore*
Harvey Whittemore, Manager

By: _____
Thomas A. Seeno, Manager

By: _____
Albert D. Seeno, Jr., Manager

*Signed in
Counterpart*

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Michael M. Watson*
Michael M. Watson, Vice President

"LESSEE"

BRIGHTSOURCE ENERGY, INC

By: _____

Its: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Loan No. 101452

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"OWNER"

COYOTE SPRINGS INVESTMENT LLC

By: Harvey Whittemore, Manager

By: Thomas A. Seeno, Manager

By: Albert D. Seeno, Jr., Manager

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Michael M. Watson, Vice President

"LESSEE"

BRIGHTSOURCE ENERGY, INC

By: _____

Its: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

SIGNED
IN
COUNTERPART



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"OWNER"

COYOTE SPRINGS INVESTMENT LLC

By: _____
Harvey Whittmore, Manager

By: _____
Thomas A. Seeno, Manager

By: _____
Albert D. Seeno, Jr., Manager

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Michael M. Watson, Vice President

"LESSEE"

BRIGHTSOURCE ENERGY, INC

By: _____

Its: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

*SIGNED
IN
COUNTERPART*



Loan No. 101452

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"OWNER"

COYOTE SPRINGS INVESTMENT LLC

By: Harvey Whitemore, Manager

By: Thomas A. Seeno, Manager

By: Albert D. Seeno, Jr., Manager

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION

*SIGNED
in
CONJUNCTION*

By: Michael M. Watson, Vice President

"LESSEE"

BRIGHTSOURCE ENERGY, INC

By: *Jack Jenkins Stark*
Jack Jenkins Stark

Its: *Jack Jenkins*
CFO

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



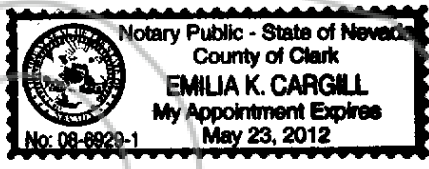
Loan No. 101452

STATE OF NEVADA)
COUNTY OF CLARK ss.

On 8-20-2010 before me, Emilia K. Cargill, Notary Public, personally appeared Harvey Whittenora, 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature Emilia K Cargill
My commission expires 5-23-2012



No. 08-6929-1

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA ss.

On 08-31-10 before me, Elisa Iniguez, Notary Public, personally appeared Michael M. Watson, 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 [Signature]
My commission expires JUL 31, 2014



Comm# 1897999



Loan No. 101452

STATE OF NEVADA)
COUNTY OF _____ ss.

On _____ before me, _____, Notary Public, 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

My commission expires _____

STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.

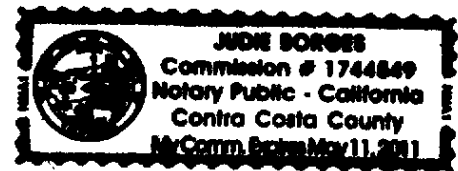
On 8/19/2010 before me, Judie Borges, Notary Public, personally appeared Thomas A Seeno, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 Judie Borges

My commission expires 5/11/2011



Comm# 1744549



0136439

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Loan No. 101452

STATE OF NEVADA)
COUNTY OF _____ ss.

On _____ before me, _____, Notary Public, 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

My commission expires _____

STATE OF CALIFORNIA
COUNTY OF Alameda ss.

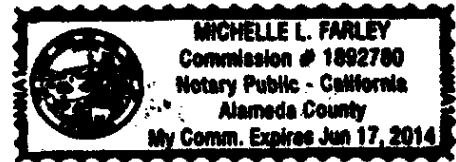
On August 23, 2010 before me, Michelle L. Farley, Notary Public, personally appeared Jack Jenkins-Stark, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

WITNESS my hand and official seal

Signature Michelle L. Farley

My commission expires June 17, 2014



Comm# 1892780



STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.

On August 30, 2010, before me, Tracey L. Marquit *****, Notary Public, personally appeared ** Albert D. Seeno, Jr. **** 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 Tracey L. Marquit
My commission expires December 11, 2011



STATE OF CALIFORNIA
COUNTY OF _____ ss.

On _____ before me, _____, Notary Public, 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 _____
My commission expires _____

STATE OF CALIFORNIA
COUNTY OF _____ ss.

On _____ before me, _____, Notary Public, 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 _____
My commission expires _____



DESCRIPTION OF PROPERTY

EXHIBIT A-1 to Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement dated as of June __, 2010, executed by COYOTE SPRINGS INVESTMENT LLC, a Nevada limited liability company, as "Owner", BRIGHTSOURCE ENERGY, INC, as "Lessee", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Administrative Agent".

All that certain real property located in the County of Lincoln, State of Nevada, 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;

Exhibit "A-1"



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.



Exhibit "A-1"



EXHIBIT A-2
Map showing Property



Exhibit "A-2"