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Fee: \$79.00 Page 1 of 41
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0137846

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008-021-01; 008-211-01 & 03; 011-140-01;
011-150-01; 008-091-01; 011-201-01;
012-240-01; 012-010-01; 006-191-01;
006-111-01; 006-101-01; 006-011-01 & 005-191-01

Recording Requested by:

STEWART TITLE OF NEVADA

Return To:

Name SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

ATTN: NIKE OPADIRAN

Address 1449 NEW YORK AVENUE, N.W.

City/State/Zip WASHINGTON, D.C. 20005-2111

This instrument is delivered to the
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It has not been examined as to
its validity, execution, or its affect
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DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
RENTS AND LEASES AND FIXTURE FILING (NEVADA)

(Title on Document)

This page added to provide additional information required by
NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.



0137846

Assessor's Parcel No.: 013-491-03

PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

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**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING (NEVADA)**

by and from

GREAT BASIN TRANSMISSION SOUTH, LLC, "Grantor"

to

Gregg P. Barnard, "Trustee"

for the benefit of

NEVADA POWER COMPANY,

as Agent for the benefit of the Secured Parties, "Beneficiary"

Dated as of February 11, 2011

Counties:

White Pine, Nye,
Lincoln, and Clark

State:

Nevada



**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING (NEVADA)**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEVADA) (this "*Deed of Trust*") is dated as of February 11, 2011 by and from GREAT BASIN TRANSMISSION SOUTH, LLC, a Delaware limited liability company ("*Grantor*"), whose address is Two Tower Center, 11th Floor, East Brunswick, New Jersey 98816 to Gregg P. Barnard ("*Trustee*"), with an address at 6100 Neil Road, Suite 500, Reno, Nevada 89511, for the benefit of NEVADA POWER COMPANY in its capacity as Agent (the "*Beneficiary*") for the benefit of NEVADA POWER COMPANY (d/b/a NV Energy), a Nevada corporation ("*NPC*"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (d/b/a NV Energy) ("*SPPC*" and, together with NPC, the "*Secured Parties*" and each a "*Secured Party*").

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Transmission Use and Capacity Exchange Agreement dated as of August 20, 2010, as supplemented by the Joinder Agreement, dated as of February 9, 2011, the Assignment and Assumption Agreement (TUA) dated as of February 9, 2011, Side Letter re: Acquisition Closing Under Transmission Use and Capacity Exchange Agreement dated as of February 11, 2011, and Letter Agreement re: Assignment of Permits Under Transmission Use and Capacity Exchange Agreement, dated as of February 11, 2011, by and among one or more of Great Basin Transmission, LLC ("*GBT*"), Grantor, NPC and SPPC, and as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "*Transmission Use Agreement*"), by and among one or more of Grantor, GBT, and the Secured Parties, or the Security Agreement, as applicable. The rules of interpretation set forth in Section 1.02(a)-(i) of the Transmission Use Agreement shall apply to this Deed of Trust, *mutatis mutandis*. As used herein, the following terms shall have the following meanings:

- (a) "*Bankruptcy Code*": Shall have the meaning set forth in Section 5.2 hereof.
- (b) "*Easement*": Shall have the meaning set forth in Exhibit B attached hereto.
- (c) "*Encroachment Permits*": Shall have the meaning set forth in Exhibit C attached

hereto.

(d) "*Event of Default*": (a) an "Event of Default" under and as defined in the Transmission Use Agreement and/or the SNIP Agreement, and (b) any default with respect to the Obligations or any other default under the other Transaction Documents that would entitle the Beneficiary or the Secured Parties to exercise remedies at law or in equity in respect of such Transaction Documents; provided, that, in the case of clause (b), if the underlying agreement for which an event of default has occurred does not provide for notice and cure periods for defaults in favor of Grantor or GBT, as applicable, for payment defaults and covenant defaults at least as favorable as the notice and cure rights set forth in Sections 16.01(a) and 16.01(b) of the Transmission Use Agreement, respectively, then no Event of Default shall occur pursuant to clause (b) unless and until NPC, SPPC or Trustee (or any party to the underlying agreement) shall have given Grantor or GBT, as applicable, notice and cure rights for any payment default or covenant default, as applicable which, when taken together with the notice and cure rights in such underlying agreement, are at least as favorable to Grantor or GBT, as applicable, as the notice and cure periods set forth in Sections 16.01(a) and 16.01(b) of the Transmission Use Agreement, respectively.



(e) "**Excluded Assets**": (i) any lease, license, contract, property right, agreement or Governmental Approval to the extent that the granting of a security interest by Grantor in such lease, license, contract, property right, agreement or Governmental Approval would constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights, agreement or Governmental Approval or, solely with respect to any Governmental Approval, would render such Governmental Approval void, voidable, terminable or revocable (other than to the extent that any such term would be rendered ineffective by Nevada Revised Statutes 104.9406, 104.9407, 104.9408 or 104.9409); provided, that such lease, license, contract, property right, agreement or Governmental Approval shall only be excluded from the Mortgaged Property only to the extent and for so long as the consequences specified above shall exist and shall constitute part of the Mortgaged Property and become subject to the security interest granted under this Deed of Trust immediately and automatically at such time as such consequences shall no longer exist; (ii) all Cash, cash and other cash equivalents, including cash and cash equivalents securing reimbursement obligations in respect of letters of credit, and any and all tax refunds; (iii) books and records, including, without limitation, customer lists, credit files, printouts and other computer output materials and records (other than all books and records of Grantor relating to the ON Line Agreements and Governmental Approvals for ON Line); (iv) bank accounts, deposit accounts, commodity accounts, securities accounts and lock-boxes, including (1) all "money" (as defined in Article 1 of the UCC) held or on deposit therein and (2) all security entitlements with respect to all financial assets from time to time credited to any securities accounts, and all financial assets, and all dividends, distributions, return of capital, interest, Cash, instruments and other Property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such security entitlements or financial assets and all warrants, rights or options issued thereon or with respect thereto; (v) all Equity Interests from time to time acquired by Grantor in any manner, and the certificates, if any, representing such Equity Interests, and all dividends, distributions, return of capital, Cash, instruments and other Property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests and all warrants, rights or options issued thereon or with respect thereto; (vi) other than ON Line accounts receivable and instruments pertaining in any manner thereto, all indebtedness from time to time owed to Grantor and the instruments, if any, evidencing such indebtedness, and all interest, Cash, instruments and other Property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; (vii) all other investment property (including, without limitation, all (A) securities, whether certificated or uncertificated; (B) security entitlements; (C) securities accounts; (D) commodity contracts and (E) commodity accounts) in which Grantor has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, Cash, instruments and other Property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such investment property and all warrants, rights or options issued thereon or with respect thereto; (viii) the Excluded Agreements and any information licensed to Grantor or GBT under the IP License Agreement; and (ix) any and all rights or interests in the Transmission Use Agreement (other than the TUA Rights).

(f) "**Intercreditor Agreement**": Shall have the meaning set forth in Section 8.13 hereof.

(g) "**Mortgaged Property**": All the estate, right, title, and interest of Grantor in the real property described in Exhibit A attached hereto, together with any greater estate therein as hereafter may be acquired by Grantor (the "**Land**"), which estate, right, title, and interest of Grantor in the Land is held by Grantor pursuant to the Easement, Encroachment Permits and/or ROW together with the rights granted to Grantor pursuant to that certain easement, as more particularly described in Exhibit B attached hereto, those certain encroachment permits, as more particularly described in Exhibit C attached hereto, and those certain rights of way, as more particularly described in Exhibit D attached hereto, and the estates granted to Grantor thereunder, as the same may be amended, renewed, modified, supplemented, or extended from



time to time and all of Grantor's right, title and interest now or hereafter acquired in and to, subject to the proviso at the end of this sentence: (1) that certain Contribution Agreement and Deed, dated as of February 11, 2011, between Grantor and GBT, pursuant to which GBT assigned its interest in the Easement, Encroachment Permits, and ROW to Grantor (the "**Assignment**"), (2) all improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"; the Land and Improvements are collectively referred to as the "**Premises**"), (3) all equipment, goods, inventory, general intangibles, documents and contract rights (but in each case excluding rights under the Transmission Use Agreement (other than the TUA Rights)), now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with or arising from the Premises (the "**Personalty**"), (4) all equipment, inventory and other goods in which Grantor now has or hereafter acquires any rights or any power to transfer rights located on, attached to or related to the Land, including without limitation, all towers, lines, transformers, cables, compensators, disconnect switches, grounding, line traps, coupling, capacitor potential devices, switchyard buses, circuit breakers, lighting arrestors, relay and control panels, telephone systems, carrier signal systems, microwave systems, and fiber optic communications equipment (the "**Fixtures**"), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person other than Grantor a possessory interest in, or the right to use, all or any part of the Mortgaged Property but in each case excluding the Transmission Use Agreement (other than the TUA Rights), together with all related security and other deposits (the "**Leases**"), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**"), (7) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property but in each case excluding the Transmission Use Agreement (other than the TUA Rights) (the "**Property Agreements**"), (8) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**"), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the "**Insurance**"), (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "**Condemnation Awards**"), and (12) all books and records of Grantor relating to the ON Line Agreements and Governmental Approvals for ON Line ("**Books and Records**"), provided, however, that the Mortgaged Property, Land, Assignment, Improvements, Premises, Personalty, Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance, Condemnation Awards and Books and Records shall not include any of Grantor's right, title or interest in any of the Property described above except to the extent that such Property constitutes ON Line. As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. Notwithstanding the foregoing, "Mortgaged Property", "Land", "Assignment", "Improvements", "Premises", "Personalty", "Fixtures", "Leases", "Rents", "Property Agreements", "Proceeds", "Insurance", "Condemnation Awards" and "Books and Records" shall not include any Excluded Asset. Types of collateral defined in the UCC, including without limitation, goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, shall have the meanings given thereto in the UCC.

(h) "**Obligations**": All of Grantor's and/or GBT's payment and performance obligations owing to NPC and/or SPPC under the Transaction Documents.



(i) **“ON Line”**: Any and all assets, interests and property rights (real and personal and tangible and intangible) comprising SWIP-S (to be renamed the “One Nevada Transmission Line” pursuant to Section 4.08 of the Transmission Use Agreement), including any fiber optic line comprising SWIP-S, any microwave communication system comprising SWIP-S and any and all leasehold or other possessory interest in the ON Line ROW, ON Line Agreements, Governmental Approvals for ON Line, Books and Records, Work Product and depreciation and other tax benefits, as further described in Exhibit G attached hereto. For the avoidance of doubt, ON Line does not include the NVE Project, Excluded Agreements or any information licensed to Grantor or GBT under the IP License Agreement.

(j) **“ON Line Agreements”**: The Material Construction Contracts, the Land Contracts, the agreements listed on Exhibit E attached hereto and each other agreement (other than the Transmission Use Agreement) entered into by Grantor in connection with the ON Line Activities, Capital Repairs or work resulting from any Event of Loss or Condemnation Action on ON Line; provided, however, that ON Line Agreements do not include any Excluded Agreements.

(k) **“Operational Remedies”**: Shall have the meaning set forth in Section 4.1 hereof.

(l) **“ROW”**: Shall have the meaning set forth in Exhibit D attached hereto.

(m) **“Security Agreement”**: That certain Security Agreement by and from Grantor to the Agent, for the benefit of the Secured Parties, dated as of the date hereof, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.

(n) **“Transaction Documents”**: The agreements set forth in Exhibit F attached hereto, this Deed of Trust, the Security Agreement, the Transmission Use Agreement, the SNIP Agreement, the ON Line Agreements and all other agreements executed and delivered by Grantor and/or GBT pursuant to the Transmission Use Agreement (whether now or hereafter existing, but only if and to the extent any such other agreement provides that it is to be secured by the ON Line Security Interest).

(o) **“TUA Rights”**: The rights and interests of Grantor under the Transmission Use Agreement to the Monthly Payment and any rights therein related to ON Line.

(p) **“UCC”**: The Uniform Commercial Code of Nevada or, if, by reason of mandatory provisions of law, the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Nevada, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2
GRANT

Section 2.1 Grant. To secure the full and timely payment and performance of the Obligations, Grantor GRANTS, BARGAINS, ASSIGNS, SELLS, TRANSFERS, CONVEYS, SETS OVER and CONFIRMS, to Trustee, for the benefit and security of the Beneficiary for the benefit of the Secured Parties, the Mortgaged Property, TO HAVE AND TO HOLD the Mortgaged Property, IN TRUST, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee.



ARTICLE 3
WARRANTIES AND REPRESENTATIONS

Section 3.1 Representations, Warranties and Covenants. Grantor represents and warrants as follows:

(a) Grantor is a duly organized, validly existing entity of the type described in the preamble to this Deed of Trust and is in good standing under the laws of the jurisdiction of its formation and is duly qualified to do business and in good standing as a foreign entity in the jurisdiction of its principal place of business (if not formed in that jurisdiction).

(b) Grantor has the full limited liability company legal right, power and authority to enter into this Deed of Trust and perform its obligations under this Deed of Trust.

(c) Grantor has taken all appropriate and necessary limited liability company action to authorize its execution, delivery and performance of this Deed of Trust and the transactions contemplated hereunder.

(d) This Deed of Trust constitutes a legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms (subject to the effects of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other Applicable Laws now or hereafter in effect relating to creditors' rights generally and general principles of equity).

(e) No authorization, approval or other action by, and no notice to or filing with, any Person is required for the grant by Grantor of the Liens and security interest purported to be created in favor of Trustee for the benefit of the Beneficiary for the benefit of the Secured Parties, except for the filings contemplated by Section 6.2 and those that have been made or obtained.

Section 3.2 Cooperation of Grantor. After such time as an Event of Default has occurred and while it is continuing, Grantor shall cooperate with Trustee, the Beneficiary and the Secured Parties in connection with the exercise of any of the Beneficiary or the Secured Parties' rights under this Deed of Trust and agrees, promptly upon request by Trustee, the Beneficiary or the Secured Parties, to execute, acknowledge and deliver all further instruments and documents, and take all such further acts as the Beneficiary or the Secured Parties reasonably request from time to time in order to carry out the purposes of this Deed of Trust or to enable the Beneficiary or the Secured Parties to exercise and enforce its rights and remedies hereunder.

ARTICLE 4
DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, the Beneficiary may, at the Beneficiary's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) **Entry on Mortgaged Property.** Subject to the terms of the Encroachment Permits and ROW and applicable law, enter the Mortgaged Property and take exclusive possession thereof and of all Books and Records. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default, subject to the terms of the Encroachment Permits and ROW and applicable law, the Beneficiary may invoke any legal remedies to dispossess Grantor.



(b) Operation of Mortgaged Property. Hold or lease the Mortgaged Property upon such terms and conditions as the Beneficiary may deem reasonable under the circumstances, all in a manner consistent with the terms of the Easement, Encroachment Permits and ROW, and apply all Rents and other amounts collected by Trustee or the Beneficiary in connection therewith in accordance with the provisions of Section 4.7.

(c) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as the Beneficiary may determine, subject to the terms of the Encroachment Permits, ROW and applicable law. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. The Beneficiary or a Secured Party may be a purchaser at such sale and if the Beneficiary or a Secured Party is the highest bidder, the Beneficiary on behalf of one or more Secured Parties or a Secured Party may credit the portion of the purchase price that would be distributed to the applicable Secured Party against the Obligations in lieu of paying cash. In the event this Deed of Trust is foreclosed by judicial action, appraisal of the Mortgaged Property is waived.

(d) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the payment and performance of the Obligations, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and in a manner consistent with the terms of the Encroachment Permits and ROW, and shall apply such Rents in accordance with the provisions of Section 4.7.

(e) Other. Subject to the terms of the Encroachment Permits and ROW, exercise all other rights, remedies and recourses granted under the Transaction Documents or otherwise available at law or in equity.

Notwithstanding anything in this Deed of Trust to the contrary, none of the Trustee, the Beneficiary or any of the Secured Parties shall be entitled in the exercise of remedies under this Deed of Trust to exercise Operational Remedies (as hereinafter defined) as a consequence of the occurrence and continuance of an Event of Default; provided, however, that the foregoing shall not restrict or otherwise interfere with the right of the Trustee, the Beneficiary or any of the Secured Parties to institute or effect a foreclosure action with respect to the Mortgaged Property, preserve or protect the Beneficiary's or the Secured Parties' interest in the Mortgaged Property, cure any default under any agreement or Governmental Approval, or benefit from any operational or other remedy under the Transmission Use Agreement. The term "Operational Remedies" shall mean remedial actions under this Deed of Trust with respect to the administration, operation or maintenance of ON Line as contemplated by the Transmission Use Agreement, including matters relating to the constitution or authority of or procedures relating to, the Management Committee, all of which shall be governed by the terms of the Transmission Use Agreement.

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Trustee, the Beneficiary and the Secured Parties (as applicable) shall have all rights, remedies and recourses granted in the Transaction Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Trustee, the Beneficiary or the Secured Parties, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee, the Beneficiary or a Secured Party in the enforcement of any rights, remedies or recourses under the Transaction Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. The Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Deed of Trust and security interest in and to the Mortgaged Property. For payment and performance of the Obligations, the Beneficiary may resort to any other security in such order and manner as the Beneficiary may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, and (b) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Trustee, the Beneficiary or a Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Transaction Documents and shall thereafter elect to discontinue or abandon it for any reason, Trustee, the Beneficiary and each Secured Party shall have the unqualified right to do so and, in such an event, but subject to applicable law, Grantor, Trustee, the Beneficiary and each Secured Party shall be restored to their former positions with respect to the Obligations, the Transaction Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Trustee, the Beneficiary and each Secured Party shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Trustee, the Beneficiary or the Secured Parties thereafter to exercise any right, remedy or recourse under the Transaction Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding or leasing the Mortgaged Property, shall be applied by the Beneficiary, the Secured Parties or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) *first*, to the payment of Trustee's costs and expenses of taking possession of the Mortgaged Property and of holding, leasing and selling the same; then



(b) *second*, as provided in Section 6.1(b) of the Security Agreement.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(c) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law and the Encroachment Permits and ROW, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of an Event of Default, the Beneficiary and each Secured Party shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by the Beneficiary or a Secured Party under this Section 4.9, or otherwise under this Deed of Trust or applicable law, shall bear interest at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to the Beneficiary or the Secured Parties under the Transaction Documents, at law or in equity shall cause Trustee, the Beneficiary or the Secured Parties to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Trustee, the Beneficiary or the Secured Parties to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

**ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES**

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Grantor in Section 2.1 of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Trustee (for the benefit of the Beneficiary for the benefit of the Secured Parties) all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Trustee and the Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall automatically expire and terminate, without notice to Grantor by Trustee or the Beneficiary (any such notice being hereby expressly waived by Grantor to the extent permitted by applicable law), and all Rents received by Grantor shall be held in trust for the benefit of Trustee and shall be forthwith paid over to Trustee in the same form as so received.

Section 5.2 Perfection Upon Recordation. Grantor acknowledges that Trustee and the Beneficiary have taken all actions necessary to obtain, and that upon recordation of this Deed of Trust,



Trustee and the Beneficiary for the benefit of the Secured Parties shall have, to the extent permitted under applicable law, a valid and fully perfected, present assignment of the Rents arising out of the Leases and all security for such Leases. Grantor acknowledges and agrees that, upon recordation of this Deed of Trust, Trustee's and the Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Grantor and, to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor, Trustee and the Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. So long as part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, the Beneficiary, a Secured Party, any tenant or any third party by purchase or otherwise.

ARTICLE 6 **SECURITY AGREEMENT**

Section 6.1 Security Interest. This Deed of Trust constitutes a "security agreement" on personal property and fixtures within the meaning of the UCC and other applicable law and with respect to the Assignment, Personalty, Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance, Condemnation Awards and Books and Records. To this end, Grantor grants to the Beneficiary for the benefit of the Secured Parties a security interest in the Assignment, Personalty, Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance, Condemnation Awards, Books and Records and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations, and agrees that the Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Without limiting the foregoing, upon the occurrence and during the continuation of an Event of Default the Beneficiary may require Grantor to assemble such personal property and make it available to the Beneficiary at a place to be designated by the Beneficiary. Any notice of sale, disposition or other intended action by the Beneficiary with respect to the Assignment, Personalty, Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance, Condemnation Awards and Books and Records sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor. In the event of any conflict or inconsistency between the terms of this Deed of Trust and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 6.2 Financing Statements. Grantor shall prepare and deliver to the Beneficiary such financing statements, and shall execute and deliver to the Beneficiary such other documents, instruments and further assurances, in each case in form and substance satisfactory to the Beneficiary, as the Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve the Beneficiary's security interest hereunder. Grantor hereby irrevocably authorizes the Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or



permitted by law to so create, perfect and preserve such security interest. Grantor represents and warrants to the Beneficiary that Grantor's jurisdiction of organization is the State of Delaware. After the date of this Deed of Trust, Grantor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to the Beneficiary.

Grantor hereby authorizes the Beneficiary or Trustee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve the security interests granted to the Senior Agent (as defined in the Intercreditor Agreement) pursuant to the Senior Collateral Documents (as defined in the Intercreditor Agreement). A photocopy or other reproduction of the Senior Mortgages (as defined in the Intercreditor Agreement), a copy of which has been provided to Trustee, shall be sufficient as a financing statement where permitted by law. Neither the Beneficiary nor Trustee will be responsible for the validity, perfection, priority or enforceability of the liens of the Senior Agent in any of the Mortgaged Property securing any Senior Obligation (as defined in the Intercreditor Agreement), whether impaired by operation of law or by reason of any action or omission to act. Grantor represents and warrants that it has the legal right, power and authority to authorize the actions taken by the Beneficiary or Trustee pursuant to this paragraph.

Section 6.3 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth in Section 8.1(b). The Beneficiary is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in Section 8.1(b). A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(g) of this Deed of Trust. Grantor represents and warrants to the Beneficiary that (A) to the extent that the interest of Grantor therein is not a record interest, to the best of Grantor's knowledge, (i) the record owner of (a) the property described in Exhibit A, except for the parcel designated as Parcel V (NYE COUNTY) in Exhibit A, and (b) the property which is the subject of the right of way described in Exhibit D is the U.S. Department of the Interior, Bureau of Land Management, 4701 Torrey Pines, Las Vegas, Nevada, 89130, and N. 702 Industrial Way, HC33, Box 33500, Ely, Nevada 89301, and 3900 E. Idaho Street, Elko, Nevada, 89801, (ii) the record owners of the parcel designated as Parcel V (NYE COUNTY) in Exhibit A and the property which is subject to the easement described in Exhibit B are Bruce A. and Pamela G. Jensen, P. O. Box 253, Lund, Nevada, 89317, and (iii) the record owner of the Encroachment Permits described in Exhibit C, to the extent they constitute real property, is the Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada, 89712, and (B) the employer identification number of Grantor is 27-3971892 and the organizational identification number of Grantor is 4885824.

ARTICLE 7
CONCERNING THE TRUSTEE

Section 7.1 Certain Rights. With the approval of the Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for Trustee's services hereunder as shall be rendered. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless



against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of Trustee; provided, however, that Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct.

Section 7.2 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 7.3 Successor Trustees. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this Deed of Trust, or the Beneficiary shall desire to appoint a substitute Trustee, the Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of the Beneficiary and recorded in the real property records where the Premises are located and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

Section 7.4 Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee any estates, rights, powers and duties under this Deed of Trust, then, upon the written request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 7.5 Trustee Liability. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except for Trustee's gross negligence or willful misconduct.

Section 7.6 Reliance on Trustee. In connection with Trustee's performance of its obligations hereunder, Grantor is entitled to rely conclusively upon, and shall be fully protected in acting or refraining from acting in accordance with, any certification, notice, instrument, consent or other written communication of Trustee as validly and duly representing the Beneficiary in accordance with the terms hereof.

**ARTICLE 8
MISCELLANEOUS**

Section 8.1 Notices.

- (a) Any notice required or permitted to be given under this Deed of Trust shall be given in accordance with Section 20.01 of the Transmission Use Agreement, and the address for Trustee for the purposes of this Section 8.1 shall be:

Gregg P. Barnard
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511.

- (b) For the purposes of Section 6.3, Grantor's name and address is:



Great Basin Transmission South, LLC
c/o LS Power Development, LLC
Two Tower Center, 11th Floor
East Brunswick, NJ 08816,

and the Beneficiary's name and address is:

NV Energy
6100 Neil Road
Reno, NV 89511
Attention: Mario Villar
E-Mail: MVillar@NVEnergy.com.

Section 8.2 Covenants Running with the Land. All obligations contained in this Deed of Trust are intended by Grantor, the Beneficiary and Trustee to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Transmission Use Agreement; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of the Beneficiary.

Section 8.3 Attorney-in-Fact. Grantor hereby irrevocably appoints the Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise solely (a) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Property Agreements, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (b) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers and take such other actions as necessary to create, perfect or preserve the Beneficiary's security interests and rights in or to any of the Mortgaged Property, and (c) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; provided, however, that (1) the Beneficiary or the Secured Parties shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by the Beneficiary or a Secured Party in such performance shall be added to and included in the Obligations and shall bear interest at the Default Rate; (3) the Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by the Beneficiary; and (4) the Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3.

Section 8.4 Successors and Assigns. This Deed of Trust shall be binding upon and inure to the benefit of the Beneficiary, Trustee and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Beneficiary, assign any rights, duties or obligations hereunder, except in connection with a transfer of Ownership Interests permitted pursuant to and in accordance with the Transmission Use Agreement (including Article XV thereof).

Section 8.5 No Waiver. Any failure by the Beneficiary, the Secured Parties or Trustee to insist upon strict performance of any of the terms, provisions or conditions of the Transaction Documents shall not be deemed to be a waiver of same, and the Beneficiary, each Secured Party or Trustee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.



Section 8.6 Release or Reconveyance. Upon payment and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by Section 8.02(i) of the Transmission Use Agreement or approved by the Management Committee, the Beneficiary, at Grantor's request and expense, shall release the liens and security interests created by this Deed of Trust or instruct Trustee to reconvey the Mortgaged Property to Grantor; provided, however, that, with respect to any sale or other disposition of the Mortgaged Property, the foregoing clause shall not apply to Transfers restricted by Article XV of the Transmission Use Agreement.

Section 8.7 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and the Beneficiary or one or more of the Secured Parties or any rights or remedies of the Beneficiary, the Secured Parties or Trustee hereunder.

Section 8.8 Applicable Law. The provisions of this Deed of Trust shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 8.9 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.10 Severability. If any provision of this Deed of Trust shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Deed of Trust.

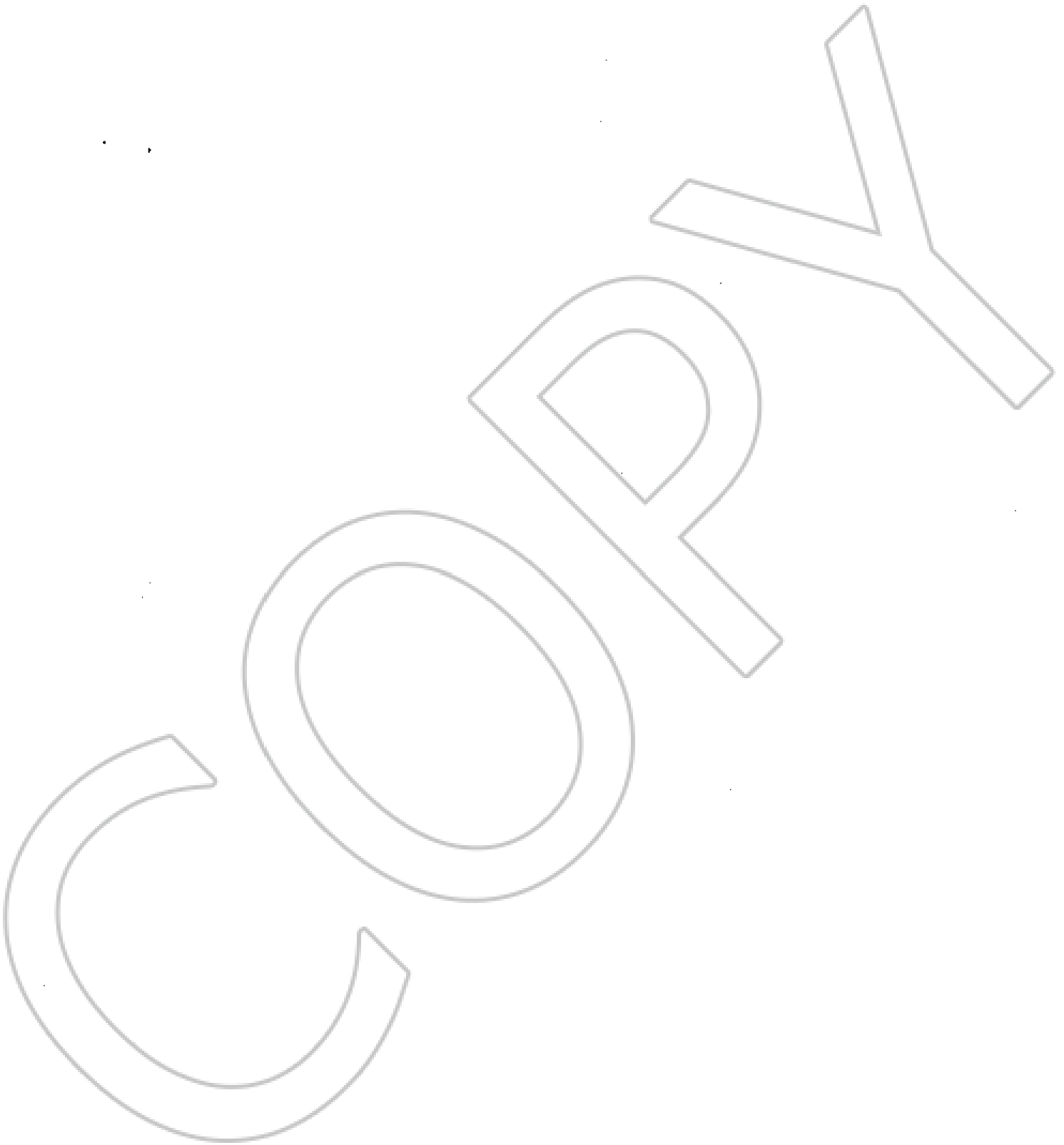
Section 8.11 Entire Agreement. This Deed of Trust, including any agreement, document or instrument attached hereto or referred to herein, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof. This Deed of Trust shall not be construed in any manner to amend or otherwise modify with the Transmission Use Agreement.

Section 8.12 Nevada Covenants. Where not inconsistent with the other terms of this Deed of Trust or the other Transaction Documents, the following covenants, No. 8 of NRS 107.030 (in effect on the date hereof) are hereby adopted and made a part of this Deed of Trust.

Section 8.13 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to any secured party pursuant to this Deed of Trust and the exercise of any right or remedy by any secured party hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of February 11, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Grantor, PNC Bank, National Association, doing business as Midland Loan Services, a division of PNC Bank, National Association, as Senior Agent, the U.S. Department of Energy, acting by and through the Secretary of Energy, in its capacity as a Senior Claimholder, NPC and SPPC. If there is a conflict between the terms of the Intercreditor Agreement and this Deed of Trust, the terms of the Intercreditor Agreement will control. Anything herein to the contrary notwithstanding, in no event shall a breach by NPC or SPPC under the Intercreditor Agreement give rise to a claim by Grantor (or otherwise subject NPC or SPPC to any liability) under this Deed of Trust (it being understood that Grantor's sole and exclusive remedy for any such breach is set forth in Section 2.03 of the Intercreditor Agreement).



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**EXHIBIT A****LEGAL DESCRIPTION**

Please refer to document entitled "LEGAL DESCRIPTION", which document is incorporated herein by reference.

PARCEL V: (NYE COUNTY)

Grant of Easement by and between Bruce A. Jensen and Pamela G. Jensen and Great Basin Transmission, LLC, recorded September 16, 2010 as Document No. 751625, Nye County Official Records, further described as follows:

A two hundred (200) foot wide power transmission line easement is located in the East Half of the Southeast Quarter (E1/2SE1/4) Section 14, Township 5 North, Range 60 East, Mount Diablo Base and Meridian, Nye County, Nevada, also identified as Parcel Number 1349103 in the records of the assessor of Nye County, Nevada, which easement is one hundred (100) feet on each side of the following described centerline of a surveyed power transmission line survey:

Commencing at the southeast corner of said E1/2SE1/4, which is marked by a 1970 BLM brass cap;

Thence N 0°29'49" E along the east line of said E1/2SE1/4, a distance of 1499.01 feet to the TRUE POINT OF BEGINNING;

Thence N 75°59'14" W, a distance of 1394.11 feet to a point on the west line of said E1/2SE1/4, the TERMINUS of this easement;

The sidelines of this easement shall be lengthened or shortened to meet at the east and west lines of said E1/2SE1/4;

This easement contains 6.40 acres, more or less.

The BASIS OF BEARINGS is the Nevada State Plane Coordinate System, east zone, using a combined scale factor of 0.99988703.



LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Clark, described as follows:

PARCEL I: (Clark County)

TOWNSHIP 17 SOUTH:

S13-T17S-R63E	M.D.B.M.	E 1/2 NE 1/4, SE 1/4
S24-T17S-R63E	M.D.B.M.	W 1/2 NE 1/4, E 1/2 W 1/2, SW 1/4 SW 1/4
S25-T17S-R63E	M.D.B.M.	W 1/2 NW 1/4
S26-T17S-R63E	M.D.B.M.	SE 1/4 NE 1/4, NE 1/4 SE 1/4, S 1/2 SE 1/4
S35-T17S-R63E	M.D.B.M.	N 1/2 NE 1/4, SW 1/4 NE 1/4

TOWNSHIP 17 SOUTH:

S07-T17S-R64E	M.D.B.M.	SE 1/4 NW 1/4, E 1/2 SW 1/4, GOVERNMENT LOTS 8-11,
S18-T17S-R64E	M.D.B.M.	GOVERNMENT LOT 5

TOWNSHIP 16 SOUTH

S03-T16S-R63E	M.D.B.M.	E 1/2 SW 1/4, SE 1/4 NW 1/4, GOVERNMENT LOTS 2 & 3
S10-T16S-R63E	M.D.B.M.	W 1/2 NE 1/4, E 1/2 W 1/2
S15-T16S-R63E	M.D.B.M.	E 1/2 W 1/2, SW 1/4 SE 1/4
S22-T16S-R63E	M.D.B.M.	N 1/2 NE 1/4
S23-T16S-R63E	M.D.B.M.	E 1/2, N 1/2 NW 1/4, SE 1/4 NW 1/4
S25-T16S-R63E	M.D.B.M.	W 1/2 SW 1/4, SW 1/4 NW 1/4
S26-T16S-R63E	M.D.B.M.	E 1/2 E 1/2, NW 1/4 NE 1/4
S36-T16S-R63E	M.D.B.M.	SW 1/4, W 1/2 NW 1/4

TOWNSHIP 15 SOUTH

S03-T15S-R63E	M.D.B.M.	E 1/2
S10-T15S-R63E	M.D.B.M.	NE 1/4, N 1/2 SE 1/4, SW 1/4 SE 1/4
S15-T15S-R63E	M.D.B.M.	W 1/2 E 1/2
S22-T15S-R63E	M.D.B.M.	W 1/2 E 1/2
S27-T15S-R63E	M.D.B.M.	W 1/2 E 1/2, E 1/2 SW 1/4
S34-T15S-R63E	M.D.B.M.	W 1/2 E 1/2, E 1/2 W 1/2



TOWNSHIP 14 SOUTH

S03-T14S-R63E	M.D.B.M.	W 1/2 W 1/2
S10-T14S-R63E	M.D.B.M.	NW 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4
S15-T14S-R63E	M.D.B.M.	E 1/2 W 1/2, SW 1/4 SE 1/4
S22-T14S-R63E	M.D.B.M.	W 1/2 E 1/2, E 1/2 NW 1/4, NE 1/4 SW 1/4
S27-T14S-R63E	M.D.B.M.	W 1/2 E 1/2, SE 1/4 SE 1/4
S34-T14S-R63E	M.D.B.M.	E 1/2

TOWNSHIP 14 SOUTH

S29-T14S-R67E	M.D.B.M.	SE 1/4
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TOWNSHIP 13 1/2 SOUTH

S33-T13 1/2 S-R63E	M.D.B.M.	E 1/2 NE 1/4, NE 1/4 SE 1/4
S34-T13 1/2 S-R63E	M.D.B.M.	W 1/2 W 1/2

TOWNSHIP 13 SOUTH

S05-T13S-R63E	M.D.B.M.	SW 1/4 NW 1/4, GOVERNMENT LOTS 2, 4-18
S08-T13S-R63E	M.D.B.M.	GOVERNMENT LOTS 2-9, 11-14, 16, 17
S17-T13S-R63E	M.D.B.M.	E 1/2 W 1/2, W 1/2 SE 1/4, GOVERNMENT LOTS 1-8
S20-T13S-R63E	M.D.B.M.	W 1/2 E 1/2, SE 1/4 SE 1/4, GOVERNMENT LOTS 1-3, 7-10
S21-T13S-R63E	M.D.B.M.	GOVERNMENT LOT 3
S27-T13S-R63E	M.D.B.M.	W 1/2 SW 1/4, SW 1/4 NW 1/4
S28-T13S-R63E	M.D.B.M.	E 1/2 E 1/2, W 1/2 NE 1/4, N 1/2 NW 1/4
S29-T13S-R63E	M.D.B.M.	NE 1/4 NE 1/4
S34-T13S-R63E	M.D.B.M.	W 1/2 W 1/2

PARCEL II: (LINCOLN COUNTY SOUTH)

TOWNSHIP 12 SOUTH

S01-T12S-R62E	M.D.B.M.	GOVERNMENT LOT 1, SE 1/4 NE 1/4, NE 1/4 SE 1/4
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TOWNSHIP 12 SOUTH

S06-T12S-R63E	M.D.B.M.	GOVERNMENT LOTS 6, 7, 10-15, 19-22, SE 1/4 NW 1/4, E 1/2 SW 1/4
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S07-T12S-R63E M.D.B.M. E 1/2 NW 1/4, GOVERNMENT LOTS 1, 2, 7, 8, 10-17
 S18-T12S-R63E M.D.B.M. GOVERNMENT LOTS 7-9, 11-13, 16-18, 21-24
 S19-T12S-R63E M.D.B.M. GOVERNMENT LOTS 5-8, 11-18, 21-24
 S30-T12S-R63E M.D.B.M. W 1/2 NE 1/4, GOVERNMENT LOTS 5-10, 15, 16
 S31-T12S-R63E M.D.B.M. NE 1/4, N 1/2 SE 1/4, SE 1/4 SE 1/4
 S32-T12S-R63E M.D.B.M. GOVERNMENT LOTS 1-8

TOWNSHIP 11 SOUTH

S01-T11S-R62E M.D.B.M. GOVERNMENT LOTS 2, 3, SE 1/4 NW 1/4, SW 1/4 NE 1/4, W 1/2 SE 1/4, E 1/2 SW 1/4
 S12-T11S-R62E M.D.B.M. W 1/2 E 1/2, SW 1/4, S 1/2 NW 1/4, NE 1/4 NW 1/4
 S13-T11S-R62E M.D.B.M. NE 1/4, E 1/2 SE 1/4, W 1/2 W 1/2
 S24-T11S-R62E M.D.B.M. W 1/2 W 1/2, E 1/2 E 1/2
 S25-T11S-R62E M.D.B.M. N 1/2 NW 1/4, SE 1/4 NW 1/4, SW 1/4 NE 1/4, W 1/2 SE 1/4, SE 1/4 SE 1/4, NE 1/4 SW 1/4
 S36-T11S-R62E M.D.B.M. E 1/2 E 1/2, NW 1/4 NE 1/4

TOWNSHIP 11 SOUTH

S18-T11S-R63E M.D.B.M. GOVERNMENT LOT 4, NW 1/4 NE 1/4, S 1/2 NE 1/4
 S19-T11S-R63E M.D.B.M. GOVERNMENT LOTS 8-11, 17-20
 S20-T11S-R63E M.D.B.M. W 1/2 SW 1/4
 S30-T11S-R63E M.D.B.M. GOVERNMENT LOTS 5-16
 S31-T11S-R63E M.D.B.M. GOVERNMENT LOTS 7, 8, 15-18
 S32-T11S-R63E M.D.B.M. NW 1/4 NW 1/4, S 1/2 NW 1/4

TOWNSHIP 10 SOUTH

S02-T10S-R62E M.D.B.M. SE 1/4 NW 1/4, SW 1/4 NE 1/4, SE 1/4, E 1/2 SW 1/4, GOVERNMENT LOTS 2, 3
 S11-T10S-R62E M.D.B.M. E 1/2, E 1/2 W 1/2
 S14-T10S-R62E M.D.B.M. SW 1/4 SE 1/4, W 1/2 NE 1/4, E 1/2 NW 1/4, NE 1/4 SW 1/4, S 1/2 SW 1/4
 S23-T10S-R62E M.D.B.M. N 1/2 NW 1/4, SE 1/4 NW 1/4, E 1/2 SW 1/4, W 1/2 E 1/2, SE 1/4 SE 1/4
 S25-T10S-R62E M.D.B.M. SW 1/4 SW 1/4
 S26-T10S-R62E M.D.B.M. NE 1/4, E 1/2 SE 1/4
 S35-T10S-R62E M.D.B.M. NE 1/4 NE 1/4
 S36-T10S-R62E M.D.B.M. W 1/2 W 1/2, SE 1/4 NW 1/4, E 1/2 SW 1/4, NW 1/4 SE 1/4, E 1/2 NE 1/4

TOWNSHIP 9 SOUTH

S03-T09S-R62E M.D.B.M. S 1/2 NE 1/4, SE 1/4, GOVERNMENT LOT 2

S10-T09S-R62E M.D.B.M. E ½ E ½
 S11-T09S-R62E M.D.B.M. SW ¼ SW ¼
 S14-T09S-R62E M.D.B.M. W ½ W ½
 S15-T09S-R62E M.D.B.M. E ½ NE ¼
 S23-T09S-R62E M.D.B.M. W ½ NW ¼, SE ¼ NW ¼, SW ¼
 S26-T09S-R62E M.D.B.M. NW ¼ NW ¼, E ½ W ½, SW ¼ SE ¼
 S35-T09S-R62E M.D.B.M. E ½ NW ¼, W ½ NE ¼, NW ¼ SE ¼, NE ¼ SW ¼,
 GOVERNMENT LOTS 2 & 3

TOWNSHIP 8 SOUTH

S24-T08S-R62E M.D.B.M. NE ¼ NE ¼, S ½ NE ¼, SE ¼, SE ¼ SW ¼
 S25-T08S-R62E M.D.B.M. NW ¼ NE ¼, NW ¼, NW ¼ SW ¼
 S26-T08S-R62E M.D.B.M. SE ¼ NE ¼, SE ¼, SE ¼ SW ¼
 S34-T08S-R62E M.D.B.M. SE ¼ NE ¼, SE ¼ SW ¼, N ½ SE ¼, SW ¼ SE ¼
 S35-T08S-R62E M.D.B.M. NW ¼ NE ¼, N ½ NW ¼, SW ¼ NW ¼

TOWNSHIP 8 SOUTH

S05-T08S-R63E M.D.B.M. S ½ NW ¼, NE ¼ NW ¼, N ½ NE ¼, SW ¼ NE ¼, SW ¼, NW
 ¼ SE ¼
 S07-T08S-R63E M.D.B.M. E ½ NE ¼, SE ¼
 S08-T08S-R63E M.D.B.M. NW ¼, W ½ SW ¼
 S18-T08S-R63E M.D.B.M. NE ¼, E ½ NW ¼, SW ¼, NW ¼ SE ¼
 S19-T08S-R63E M.D.B.M. W ½ NW ¼, NW ¼ SW ¼

TOWNSHIP 7 SOUTH

S02-T07S-R63E M.D.B.M. NW ¼ NW ¼
 S03-T07S-R63E M.D.B.M. NE¼, SE¼, SE ¼ SW ¼
 S10-T07S-R63E M.D.B.M. W ½ NE ¼, E ½ NW ¼, SW ¼, NW ¼ SE ¼
 S15-T07S-R63E M.D.B.M. W ½ NW ¼, NE ¼ NW ¼, W ½ SW ¼
 S16-T07S-R63E M.D.B.M. SW ¼ SE ¼, E ½ SE ¼, SE ¼ NE ¼
 S21-T07S-R63E M.D.B.M. NE ¼, W ½ SE ¼, E ½ SW ¼, SE ¼ NW ¼
 S28-T07S-R63E M.D.B.M. NW ¼ NE ¼, NE ¼ NW ¼, S ½ NW ¼, NE ¼ SW ¼, W ½ SW
 ¼
 S29-T07S-R63E M.D.B.M. SE ¼ SE ¼
 S32-T07S-R63E M.D.B.M. NE ¼ NE ¼, S ½ NE ¼, SE ¼, SE ¼ SW ¼
 S33-T07S-R63E M.D.B.M. W ½ NW ¼

TOWNSHIP 6 SOUTH

S01-T06S-R63E M.D.B.M. E ½ SE ¼

S12-T06S-R63E	M.D.B.M.	NE ¼ NE ¼, S ½ NE ¼, NE ¼ SE ¼, W ½ SE ¼, SE ¼ SW ¼
S13-T06S-R63E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, SW ¼
S23-T06S-R63E	M.D.B.M.	E ½ NE ¼, NE ¼ SE ¼, S ½ SE ¼
S24-T06S-R63E	M.D.B.M.	W ½ NW ¼, NW ¼ SW ¼
S26-T06S-R63E	M.D.B.M.	NE ¼ NE ¼, W ½ E ½, E ½ SW ¼
S34-T06S-R63E	M.D.B.M.	SE ¼ SE ¼
S35-T06S-R63E	M.D.B.M.	NW ¼, N ½ SW ¼, SW ¼ SW ¼

TOWNSHIP 6 SOUTH

S06-T06S-R64E	M.D.B.M.	SE ¼ NW ¼, GOVERNMENT LOTS 3-7
S07-T06S-R64E	M.D.B.M.	GOVERNMENT LOT 1

TOWNSHIP 5 SOUTH

S04-T05S-R64E	M.D.B.M.	SW ¼ NE ¼, SE ¼ NW ¼, E ½ SW ¼, SW ¼ SW ¼, NW ¼ SE ¼, GOVERNMENT LOT 2
S08-T05S-R64E	M.D.B.M.	E ½ SE ¼
S09-T05S-R64E	M.D.B.M.	NW ¼, W ½ SW ¼
S17-T05S-R64E	M.D.B.M.	NE ¼ NE ¼, S ½ NE ¼, NE ¼ SE ¼, W ½ SE ¼, SE ¼ SW ¼
S20-T05S-R64E	M.D.B.M.	NW ¼ NE ¼, E ½ NW ¼, SW ¼
S29-T05S-R64E	M.D.B.M.	W ½ NW ¼
S30-T05S-R64E	M.D.B.M.	E ½ NE ¼, NE ¼ SE ¼, S ½ SE ¼, SE ¼ NW ¼
S31-T05S-R64E	M.D.B.M.	NW ¼ NE ¼, W ½ NE ¼, W ½ SE ¼, E ½ SW ¼, SE ¼ NW ¼

TOWNSHIP 4 SOUTH

S02-T04S-R64E	M.D.B.M.	SW ¼ NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, S ½ SW ¼, GOVERNMENT LOT 2
S10-T04S-R64E	M.D.B.M.	E ½ SE ¼
S11-T04S-R64E	M.D.B.M.	NE ¼ NW ¼, W ½ NW ¼, W ½ SW ¼
S15-T04S-R64E	M.D.B.M.	E ½ NE ¼, W ½ E ½, SE ¼ SW ¼
S22-T04S-R64E	M.D.B.M.	NW ¼ NE ¼, NE ¼ NW ¼, SE ½ NW¼, NE ¼ SW ¼, W ½ SW¼
S27-T04S-R64E	M.D.B.M.	W ½ NW ¼
S28-T04S-R64E	M.D.B.M.	E ½ NE ¼, SE ¼
S33-T04S-R64E	M.D.B.M.	W ½ NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, S ½ SW ¼, NW ¼ SE ¼

TOWNSHIP 3 SOUTH:

S13-T03S-R64E	M.D.B.M.	E ½ SE ¼
S24-T03S-R64E	M.D.B.M.	NE ¼, W ½ SE ¼, SE ¼ SW ¼



S25-T03S-R64E	M.D.B.M.	NE ¼ NW ¼, S ½ NW ¼, W ½ SW ¼, NE ¼ SW ¼
S35-T03S-R64E	M.D.B.M.	E ½ NE ¼, SE ¼
S36-T03S-R64E	M.D.B.M.	NW ¼ NW ¼

TOWNSHIP 3 SOUTH:

S06-T03S-R65E	M.D.B.M.	S ½ NE ¼, NE ¼ SE ¼, W ½ SE ¼, NE ¼ SW ¼, GOVERNMENT LOT 1
S07-T03S-R65E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, E ½ SW ¼, GOVERNMENT LOTS 3 & 4
S18-T03S-R65E	M.D.B.M.	GOVERNMENT LOTS 1-3

TOWNSHIP 2 SOUTH:

S05-T02S-R65E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼, GOVERNMENT LOT 1
S08-T02S-R65E	M.D.B.M.	E ½ E ½
S17-T02S-R65E	M.D.B.M.	E ½ E ½
S20-T02S-R65E	M.D.B.M.	E ½ E ½
S29-T02S-R65E	M.D.B.M.	NE ¼, W ½ SE ¼, E ½ SW ¼
S31-T02S-R65E	M.D.B.M.	E ½ SE ¼
S32-T02S-R65E	M.D.B.M.	NW ¼, W ½ SW ¼

TOWNSHIP 1 SOUTH:

S04-T01S-R65E	M.D.B.M.	W ½ SW ¼, GOVERNMENT LOT 4
S08-T01S-R65E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼
S09-T01S-R65E	M.D.B.M.	W ½ SW ¼, GOVERNMENT LOTS 4 & 5
S16-T01S-R65E	M.D.B.M.	W ½ W ½
S17-T01S-R65E	M.D.B.M.	E ½ E ½
S20-T01S-R65E	M.D.B.M.	E ½ E ½
S29-T01S-R65E	M.D.B.M.	E ½ E ½
S32-T01S-R65E	M.D.B.M.	E ½ E ½

TOWNSHIP 1 SOUTH:

S03-T01S-R66E	M.D.B.M.	NW ¼ NE ¼
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(LINCOLN COUNTY NORTH)

TOWNSHIP 1 NORTH:

S05-T01N-R65E	M.D.B.M.	GOVERNMENT LOTS 3 & 4, S ½ NW ¼, SW ¼
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S06-T01N-R65E	M.D.B.M.	E 1/2 SW 1/4
S08-T01N-R65E	M.D.B.M.	W 1/2
S17-T01N-R65E	M.D.B.M.	W 1/2
S19-T01N-R65E	M.D.B.M.	E 1/2 W 1/2
S20-T01N-R65E	M.D.B.M.	W 1/2
S29-T01N-R65E	M.D.B.M.	W 1/2
S32-T01N-R65E	M.D.B.M.	W 1/2

TOWNSHIP 2 NORTH:

S06-T02N-R65E	M.D.B.M.	SE 1/4 NW 1/4, E 1/2 SW 1/4, SW 1/4 SE 1/4, GOVERNMENT LOTS 4 & 5
S07-T02N-R65E	M.D.B.M.	NE 1/4, NE 1/4 SE 1/4
S08-T02N-R65E	M.D.B.M.	W 1/2 SW 1/4
S17-T02N-R65E	M.D.B.M.	W 1/2
S20-T02N-R65E	M.D.B.M.	W 1/2
S29-T02N-R65E	M.D.B.M.	W 1/2
S32-T02N-R65E	M.D.B.M.	W 1/2

TOWNSHIP 3 NORTH:

S05-T03N-R63E	M.D.B.M.	NE 1/4 SE 1/4
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TOWNSHIP 3 NORTH:

S03-T03N-R64E	M.D.B.M.	W 1/2 SW 1/4
S04-T03N-R64E	M.D.B.M.	S 1/2 NE 1/4, E 1/2 SE 1/4, GOVERNMENT LOTS 1 & 2
S10-T03N-R64E	M.D.B.M.	SW 1/4 NE 1/4, NW 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4, SE 1/4 SE 1/4
S14-T03N-R64E	M.D.B.M.	SW 1/4 NW 1/4, W 1/2 SW 1/4, SE 1/4 SW 1/4
S15-T03N-R64E	M.D.B.M.	N 1/2 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4
S23-T03N-R64E	M.D.B.M.	W 1/2 NE 1/4, E 1/2 NW 1/4, SE 1/4
S25-T03N-R64E	M.D.B.M.	W 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4, SW 1/4 SE 1/4
S26-T03N-R64E	M.D.B.M.	NE 1/4 NE 1/4
S36-T03N-R64E	M.D.B.M.	SE 1/4 NE 1/4, W 1/2 NE 1/4, NE 1/4 NW 1/4, NW 1/4 SE 1/4, E 1/2 SE 1/4

TOWNSHIP 3 NORTH:

S31-T03N-R65E	M.D.B.M.	SW 1/4 SW 1/4
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TOWNSHIP 4 NORTH:



S01-T04N-R62E M.D.B.M. NE ¼ NE ¼

TOWNSHIP 4 NORTH:

S01-T04N-R63E M.D.B.M. SW ¼ SE ¼, S ½ SW ¼
 S02-T04N-R63E M.D.B.M. S ½ S ½
 S03-T04N-R63E M.D.B.M. SE ¼, SW ¼
 S04-T04N-R63E M.D.B.M. S ½ N ½, N ½ S ½, SE ¼ SE ¼
 S05-T04N-R63E M.D.B.M. W ½ NE ¼, SE ¼ NE ¼, NW ¼, NE ¼ SE ¼
 S06-T04N-R63E M.D.B.M. N ½ NE ¼, SE ¼ NE ¼, N ½ NW ¼
 S11-T04N-R63E M.D.B.M. NE ¼ NE ¼
 S12-T04N-R63E M.D.B.M. N ½ N ½, SE ¼ NE ¼

TOWNSHIP 4 NORTH:

S07-T04N-R64E M.D.B.M. SW ¼ NW ¼, W ½ SW ¼, SE ¼ SW ¼
 S18-T04N-R64E M.D.B.M. W ½ NE ¼, E ½ NW ¼, SE ¼
 S19-T04N-R64E M.D.B.M. E ½ NE ¼
 S20-T04N-R64E M.D.B.M. W ½ NW ¼, N ½ SW ¼, SE ¼ SW ¼, SW ¼ SE ¼
 S28-T04N-R64E M.D.B.M. SW ¼ SW ¼
 S29-T04N-R64E M.D.B.M. SE ¼ NE ¼, W ½ NE ¼, NE ¼ NW ¼, N ½ SE ¼, SE ¼ SE ¼
 S32-T04N-R64E M.D.B.M. NE ¼ NE ¼
 S33-T04N-R64E M.D.B.M. W ½ NW ¼, SE ¼ NW ¼, N ½ SW ¼, SE ¼ SW ¼, W ½ SE ¼

TOWNSHIP 5 NORTH:

S34-T05N-R62E M.D.B.M. S ½ NE ¼, W ½ NW ¼, SE ¼ NW ¼, N ½ SE ¼
 S35-T05N-R62E M.D.B.M. S ½ NW ¼, N ½ SW ¼, SE ¼
 S36-T05N-R62E M.D.B.M. SW ¼, S ½ SE ¼

TOWNSHIP 5 NORTH:

S31-T05N-R63E M.D.B.M. S ½ SW ¼

PARCEL III: (NYE COUNTY)

TOWNSHIP 5 NORTH:

S03-T05N-R60E M.D.B.M. SW ¼ NW ¼, W ½ SW ¼, SE ¼ SW ¼
 S04-T05N-R60E M.D.B.M. SE ¼ NE ¼, GOVERNMENT LOTS 1 & 2



S10-T05N-R60E M.D.B.M. W 1/2 NE 1/4, E 1/2 NW 1/4, N 1/2 SE 1/4, SE 1/4 SE 1/4
 S13-T05N-R60E M.D.B.M. S 1/2 NW 1/4, S 1/2
 S14-T05N-R60E M.D.B.M. SE 1/4 NW 1/4, W 1/2 NW 1/4, N 1/2 SW 1/4, NW 1/4 SE 1/4, S 1/2 S 1/2,
 NW 1/4 NE 1/4, SE 1/4 NE 1/4
 S15-T05N-R60E M.D.B.M. NE 1/4 NE 1/4

TOWNSHIP 5 NORTH:

S18-T05N-R61E M.D.B.M. GOVERNMENT LOT 4
 S19-T05N-R61E M.D.B.M. N 1/2 NE 1/4, NE 1/4 NW 1/4, GOVERNMENT LOT 1
 S20-T05N-R61E M.D.B.M. S 1/2 N 1/2, NW 1/4 NW 1/4
 S21-T05N-R61E M.D.B.M. N 1/2 S 1/2, SW 1/4 NW 1/4
 S22-T05N-R61E M.D.B.M. S 1/2 S 1/2, NW 1/4 SW 1/4
 S23-T05N-R61E M.D.B.M. SW 1/4 SW 1/4
 S25-T05N-R61E M.D.B.M. S 1/2 NE 1/4, NW 1/4
 S26-T05N-R61E M.D.B.M. N 1/2 N 1/2

TOWNSHIP 5 NORTH:

S28-T05N-R62E M.D.B.M. SW 1/4 SW 1/4
 S29-T05N-R62E M.D.B.M. S 1/2 S 1/2
 S30-T05N-R62E M.D.B.M. SE 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4
 S32-T05N-R62E M.D.B.M. N 1/2 NE 1/4, NE 1/4 NW 1/4
 S33-T05N-R62E M.D.B.M. N 1/2 N 1/2, S 1/2 NE 1/4
 S34-T05N-R62E M.D.B.M. S 1/2 NE 1/4, SE 1/4 NW 1/4, W 1/2 NW 1/4, N 1/2 SE 1/4

TOWNSHIP 6 NORTH:

S04-T06N-R60E M.D.B.M. SE 1/4 NW 1/4, E 1/2 SW 1/4, SW 1/4 NE 1/4, W 1/2 SE 1/4,
 GOVERNMENT LOTS 2 & 3
 S09-T06N-R60E M.D.B.M. E 1/2 W 1/2
 S16-T06N-R60E M.D.B.M. E 1/2 W 1/2
 S21-T06N-R60E M.D.B.M. E 1/2 W 1/2
 S28-T06N-R60E M.D.B.M. E 1/2 W 1/2
 S33-T06N-R60E M.D.B.M. E 1/2 W 1/2, SW 1/4 SE 1/4

TOWNSHIP 7 NORTH:

S04-T07N-R60E M.D.B.M. S 1/2 NE 1/4, W 1/2 SE 1/4, NE 1/4 SE 1/4, GOVERNMENT
 LOTS 1 & 2
 S09-T07N-R60E M.D.B.M. W 1/2 E 1/2
 S16-T07N-R60E M.D.B.M. W 1/2 E 1/2

S21-T07N-R60E M.D.B.M. W 1/2 E 1/2
 S28-T07N-R60E M.D.B.M. W 1/2 E 1/2
 S33-T07N-R60E M.D.B.M. W 1/2 E 1/2, SE 1/4 SW 1/4

TOWNSHIP 8 NORTH:

S04-T08N-R60E M.D.B.M. NE 1/4, E 1/2 SE 1/4
 S09-T08N-R60E M.D.B.M. E 1/2 E 1/2
 S16-T08N-R60E M.D.B.M. E 1/2 E 1/2
 S21-T08N-R60E M.D.B.M. E 1/2 E 1/2
 S28-T08N-R60E M.D.B.M. E 1/2
 S33-T08N-R60E M.D.B.M. W 1/2 E 1/2, E 1/2 NE 1/4

TOWNSHIP 9 NORTH:

S03-T09N-R60E M.D.B.M. W 1/2 E 1/2, E 1/2 SW 1/4
 S10-T09N-R60E M.D.B.M. E 1/2 W 1/2, W 1/2 SW 1/4
 S15-T09N-R60E M.D.B.M. W 1/2 W 1/2
 S16-T09N-R60E M.D.B.M. E 1/2 SE 1/4
 S21-T09N-R60E M.D.B.M. E 1/2 E 1/2, W 1/2 SE 1/4
 S28-T09N-R60E M.D.B.M. W 1/2 E 1/2, E 1/2 SW 1/4
 S33-T09N-R60E M.D.B.M. SW 1/4 NE 1/4, E 1/2 NW 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4

TOWNSHIP 10 NORTH:

S01-T10N-R60E M.D.B.M. W 1/2 NW 1/4, NW 1/4 SW 1/4
 S02-T10N-R60E M.D.B.M. E 1/2 E 1/2
 S11-T10N-R60E M.D.B.M. W 1/2 E 1/2, E 1/2 NE 1/4, NE 1/4 SE 1/4
 S14-T10N-R60E M.D.B.M. W 1/2 NE 1/4, SE 1/4 NW 1/4, E 1/2 SW 1/4, NW 1/4 SE 1/4
 S23-T10N-R60E M.D.B.M. NE 1/4 NW 1/4, S 1/2 NW 1/4, W 1/2 SW 1/4
 S26-T10N-R60E M.D.B.M. W 1/2 NW 1/4, NW 1/4 SW 1/4
 S27-T10N-R60E M.D.B.M. SE 1/4 NE 1/4, E 1/2 SE 1/4
 S34-T10N-R60E M.D.B.M. SW 1/4 NE 1/4, E 1/2 NE 1/4, N 1/2 SE 1/4, SW 1/4 SE 1/4

TOWNSHIP 11 NORTH:

S35-T11N-R60E M.D.B.M. SE 1/4 SE 1/4
 S36-T11N-R60E M.D.B.M. W 1/2 W 1/2



PARCEL IV: (WHITE PINE NORTH)

TOWNSHIP 11 NORTH:

S02-T11N-R60E	M.D.B.M.	SW ¼ NW ¼, N ½ SW ¼, SE ¼ SW ¼, GOVERNMENT LOT 4
S03-T11N-R60E	M.D.B.M.	SE ¼ NE ¼, GOVERNMENT LOT 1
S11-T11N-R60E	M.D.B.M.	SE ¼ NE ¼, W ½ NE ¼, NE ¼ NW ¼, NW ¼ SE ¼, E ½ SE ¼
S12-T11N-R60E	M.D.B.M.	SW ¼ SW ¼
S13-T11N-R60E	M.D.B.M.	W ½ W ½, E ½ SW ¼
S24-T11N-R60E	M.D.B.M.	E ½ W ½, W ½ SE ¼
S25-T11N-R60E	M.D.B.M.	E ½ W ½, SW ¼ SW ¼
S36-T11N-R60E	M.D.B.M.	W ½ W ½

TOWNSHIP 12 NORTH:

S03-T12N-R60E	M.D.B.M.	S ½ NW ¼, SW ¼, GOVERNMENT LOTS 2 & 3
S09-T12N-R60E	M.D.B.M.	SE ¼ SE ¼
S10-T12N-R60E	M.D.B.M.	NW ¼, W ½ SW ¼
S15-T12N-R60E	M.D.B.M.	W ½ NW ¼
S16-T12N-R60E	M.D.B.M.	E ½ E ½
S21-T12N-R60E	M.D.B.M.	E ½ NE ¼, SE ¼
S27-T12N-R60E	M.D.B.M.	W ½ SW ¼, SE ¼ SW ¼
S28-T12N-R60E	M.D.B.M.	N ½ NE ¼, SE ¼ NE ¼, NE ¼ SE ¼
S34-T12N-R60E	M.D.B.M.	SW ¼ NE ¼, E ½ NW ¼, NW ¼ NW ¼, W ½ SE ¼, SE ¼ SE ¼

TOWNSHIP 13 NORTH:

S01-T13N-R60E	M.D.B.M.	E ½ SE ¼
S11-T13N-R60E	M.D.B.M.	SE ¼ SE ¼
S12-T13N-R60E	M.D.B.M.	N ½ NE ¼, SW ¼ NE ¼, SE ¼ NW ¼, SW ¼
S13-T13N-R60E	M.D.B.M.	NW ¼ NW ¼
S14-T13N-R60E	M.D.B.M.	NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, S ½ SW ¼, N ½ SE ¼, SW ¼ SE ¼
S22-T13N-R60E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼
S23-T13N-R60E	M.D.B.M.	NW ¼ NE ¼, NW ¼, N ½ SW ¼, SW ¼ SW ¼
S26-T13N-R60E	M.D.B.M.	NW ¼ NW ¼
S27-T13N-R60E	M.D.B.M.	E ½, E ½ SW ¼
S34-T13N-R60E	M.D.B.M.	NE ¼, E ½ NW ¼, E ½ SW ¼, W ½ SE ¼



TOWNSHIP 13 NORTH:

S06-T13N-R61E M.D.B.M. SE ¼ NW ¼, GOVERNMENT LOTS 2, 3, 5, 6 & 7

TOWNSHIP 14 NORTH:

S04-T14N-R61E M.D.B.M. SE ¼ NE ¼, SE ¼, GOVERNMENT LOTS 1 & 8
 S09-T14N-R61E M.D.B.M. W ½ NE ¼, SE ¼ NW ¼, E ½ SW ¼, NW ¼ SE ¼
 S16-T14N-R61E M.D.B.M. W ½ W ½, E ½ NW ¼
 S17-T14N-R61E M.D.B.M. SE ¼ SE ¼
 S20-T14N-R61E M.D.B.M. E ½ NE ¼, NE ¼ SE ¼, S ½ SE ¼
 S21-T14N-R61E M.D.B.M. NW ¼ NW ¼
 S29-T14N-R61E M.D.B.M. W ½ NE ¼, NW ¼ SE ¼, E ½ SW ¼
 S31-T14N-R61E M.D.B.M. SE ¼ NE ¼, NE ¼ SE ¼, S ½ SE ¼
 S32-T14N-R61E M.D.B.M. N ½ NW ¼, SW ¼ NW ¼, NW ¼ SW ¼

TOWNSHIP 15 NORTH:

S04-T15N-R61E M.D.B.M. W ½ SW ¼
 S05-T15N-R61E M.D.B.M. E ½ E ½, W ½ NE ¼
 S09-T15N-R61E M.D.B.M. SE ¼ NW ¼, W ½ NW ¼, N ½ SW ¼, SE ¼ SW ¼
 S16-T15N-R61E M.D.B.M. W ½ NE ¼, E ½ NW ¼, W ½ SE ¼, SE ¼ SE ¼
 S21-T15N-R61E M.D.B.M. E ½ E ½, NW ¼ NE ¼
 S22-T15N-R61E M.D.B.M. W ½ SW ¼
 S27-T15N-R61E M.D.B.M. W ½ NW ¼
 S28-T15N-R61E M.D.B.M. E ½ E ½
 S33-T15N-R61E M.D.B.M. E ½ E ½

TOWNSHIP 16 NORTH:

S06-T16N-R61E M.D.B.M. SE ¼ NE ¼, E ½ SE ¼, GOVERNMENT LOT 1
 S07-T16N-R61E M.D.B.M. E ½ E ½
 S18-T16N-R61E M.D.B.M. E ½ E ½
 S19-T16N-R61E M.D.B.M. E ½
 S30-T16N-R61E M.D.B.M. E ½
 S31-T16N-R61E M.D.B.M. E ½ NE ¼, NE ¼ SE ¼
 S32-T16N-R61E M.D.B.M. SW ¼ NW ¼, W ½ SW ¼

TOWNSHIP 17 NORTH:

S06-T17N-R61E M.D.B.M. SE ¼ NE ¼, E ½ SE ¼, GOVERNMENT LOT 1



S07-T17N-R61E	M.D.B.M.	E 1/2 E 1/2
S18-T17N-R61E	M.D.B.M.	E 1/2 E 1/2
S19-T17N-R61E	M.D.B.M.	E 1/2 E 1/2
S27-T17N-R61E	M.D.B.M.	SW 1/4 NE 1/4
S30-T17N-R61E	M.D.B.M.	E 1/2 E 1/2
S31-T17N-R61E	M.D.B.M.	E 1/2 NE 1/4, NE 1/4 SE 1/4, GOVERNMENT LOT 4

TOWNSHIP 18 NORTH:

S19-T18N-R61E	M.D.B.M.	E 1/2 E 1/2, NW 1/4 NE 1/4, E 1/2 NW 1/4, NE 1/4 SW 1/4 GOVERNMENT LOT 1 & 2
S20-T18N-R61E	M.D.B.M.	W 1/2 W 1/2, E 1/2 SW 1/4
S29-T18N-R61E	M.D.B.M.	W 1/2 W 1/2
S30-T18N-R61E	M.D.B.M.	E 1/2 E 1/2
S31-T18N-R61E	M.D.B.M.	GOVERNMENT LOTS 6, 7 & 14, E 1/2 NE 1/4
S32-T18N-R61E	M.D.B.M.	W 1/2 NW 1/4, GOVERNMENT LOTS 4, 5 & 12



EXHIBIT B

EASEMENT

Grant of Easement by and between Bruce A. Jensen and Pamela G. Jensen and Great Basin Transmission, LLC, recorded September 16, 2010 as Document No. 751625, Nye County Official Records.

COOPY



EXHIBIT C

ENCROACHMENT PERMITS

Occupancy Permits numbers 109948, 109951, 111161 and 113950 granted by the Nevada Department of Transportation.

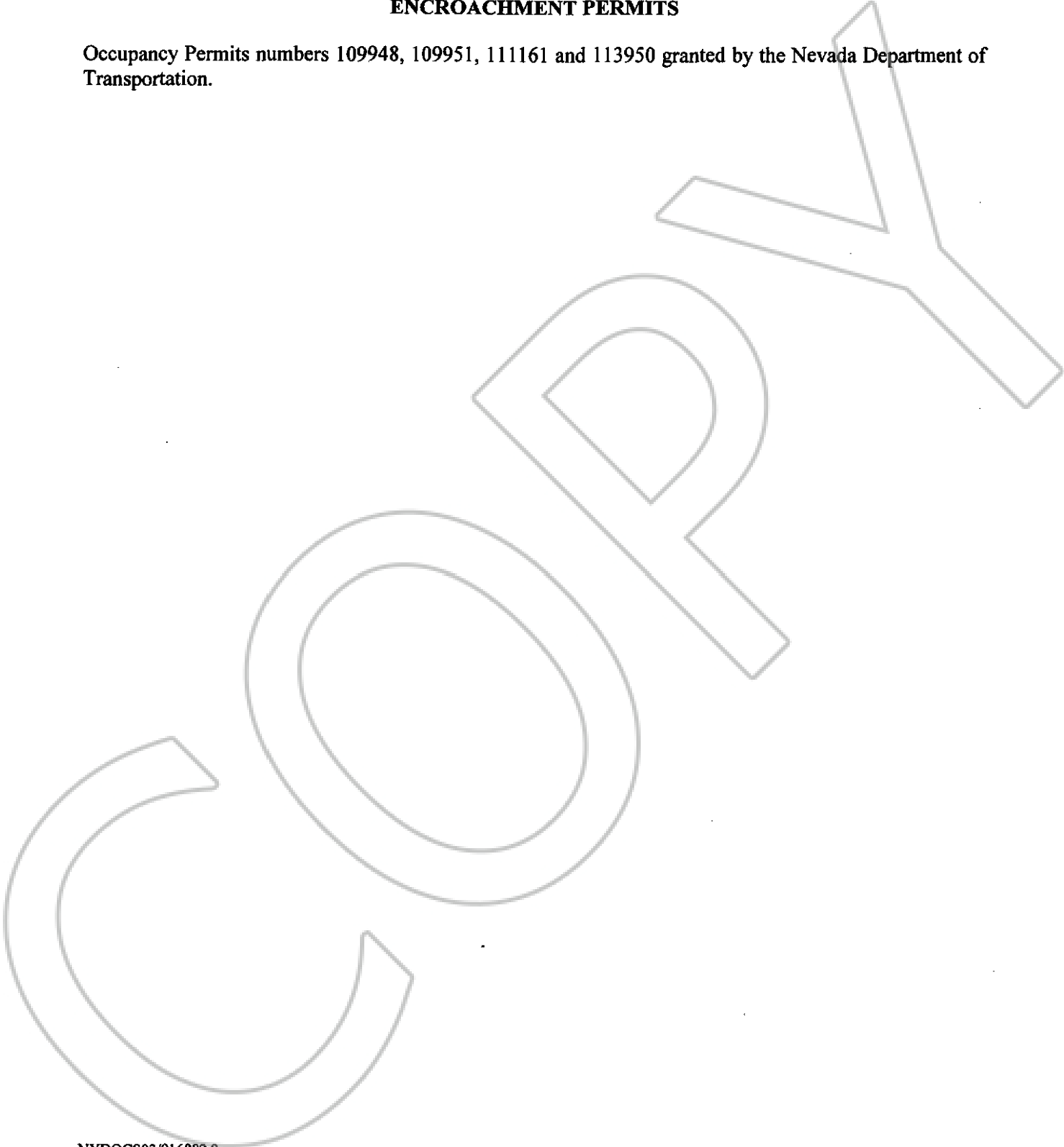
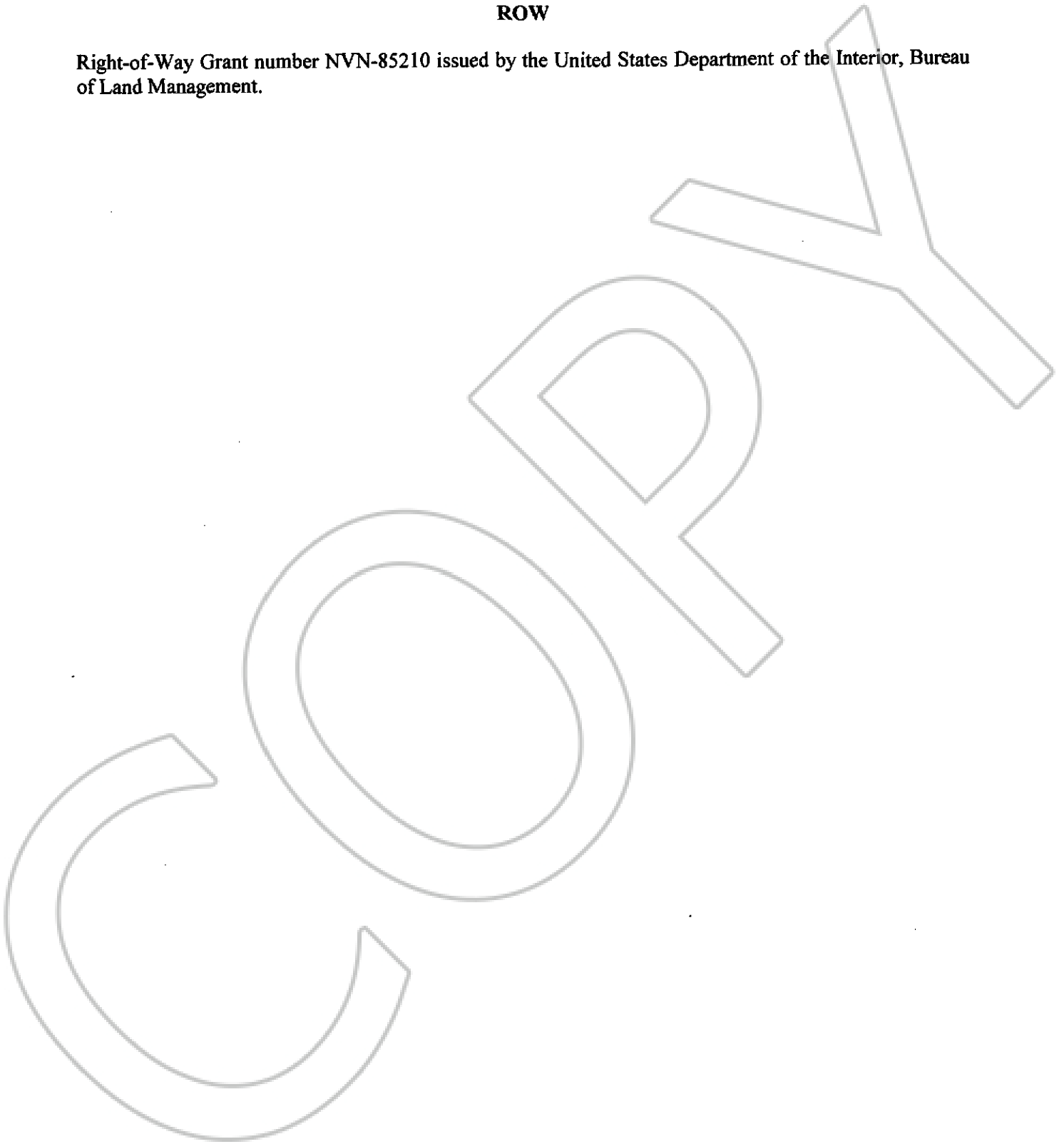




EXHIBIT D

ROW

Right-of-Way Grant number NVN-85210 issued by the United States Department of the Interior, Bureau of Land Management.



**EXHIBIT E****ON LINE AGREEMENTS**

1. Services Agreement dated as of October 20, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and Tetra Tech EC, Inc.
2. Services Agreement dated as of October 20, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and SWCA, Incorporated.
3. Services Agreement dated as of October 20, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and HDR Environmental, Operations, and Construction, Inc.
4. Services Agreement dated as of December 16, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and POWER Constructors, Inc.
5. Transmission Line Construction Services Agreement dated as of December 14, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and Sturgeon Electric Company, Inc., as amended by the (i) Letter Agreement, dated as of January 31, 2011 and (ii) Letter Agreement dated as of February 3, 2011.
6. Substation Construction Services Agreement dated as of December 17, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and Wilson Utility Construction Company, as amended by the Letter Agreement, dated as of February 3, 2011.
7. Agreement for the Purchase and Sale of Structures dated as of December 21, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and Thomas & Betts Corporation, as amended by the Letter Agreement, dated as of February 10, 2011.
8. Agreement for the Purchase and Sale of Equipment dated as of December 3, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and SAE Towers Ltd., as amended by the Letter Agreement, dated as of February 3, 2011.
9. Agreement for the Purchase and Sale of Conductor dated as of December 17, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC (NPC (as partial assignee of Great Basin Transmission South, LLC)) and Midal Cables Ltd., as amended by the Letter Agreement, dated as of February 8, 2011.
10. Agreement for the Purchase and Sale of Equipment dated as of December 16, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC (NPC (as partial assignee of Great Basin Transmission South, LLC)) and Hyundai Corp. USA, as amended by the Letter Agreement, dated as of February 10, 2011.



11. Agreement for the Purchase and Sale of Equipment dated as of December 22, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and AFL Telecommunications LLC, as amended by the Letter Agreement, dated as of February 3, 2011.
12. Agreement for the Purchase and Sale of Equipment dated as of December 22, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and AREVA T&D Inc.
13. Agreement for the Purchase and Sale of Equipment dated as of January 11, 2011 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and Siemens Energy, Inc., as amended by the Letter Agreement, dated as of February 10, 2011.
14. Agreement for the Purchase and Sale of Structures dated as of December 22, 2010 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC) and Valmont Newmark, Inc., as amended by the Letter Agreement, dated as of February 3, 2011.
15. Cost Reimbursement Agreement for BLM Right-of-Way Grant NVN-85210 dated as of January 28, 2011, by and among Bureau of Land Management, Great Basin Transmission South, LLC, NPC (as partial assignee of Great Basin Transmission South, LLC).
16. Agreement for Professional Services dated September 5, 2005 between EPG, Inc. and White Pine Energy Associates, LLC, as subsequently assigned to Great Basin Transmission, LLC, as subsequently assigned to Great Basin Transmission South, LLC.
17. Agreement for Professional Services dated as of September 11, 2009 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC and STRATA, Inc.
18. Agreement for Professional Services dated as of April 16, 2009 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC and Justice & Associates.
19. Agreement for Professional Services dated as of May 4, 2009 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC and Kleinfelder West, Inc.
20. Agreement for Consulting Engineering Services dated as of March 16, 2006 by and between Great Basin Transmission South, LLC as assignee of Great Basin Transmission, LLC and Summit Engineering Corporation.
21. Each purchase order and right of way listed on Schedule 1, Schedule 2, Schedule 3 and Schedule 4 of the Assignment and Assumption Agreement, dated as of February 11, 2011, by and among Great Basin Transmission South, LLC, Nevada Power Company (d/b/a NV Energy) and Sierra Pacific Power Company (d/b/a NV Energy).
22. Robinson Summit Transmission Interconnection Agreement, dated as of October 1, 2010, among Sierra Pacific Power Company (d/b/a NV Energy), Nevada Power Company (d/b/a NV Energy), Great Basin Transmission South, LLC and Nevada Power Company (d/b/a NV Energy), as Interconnection Provider.



- 23. Harry Allen Transmission Interconnection Agreement, dated as of October 1, 2010, among Nevada Power Company (d/b/a NV Energy), Sierra Pacific Power Company (d/b/a NV Energy), Great Basin Transmission South, LLC and Nevada Power Company (d/b/a NV Energy), as Interconnection Provider.
- 24. Intellectual Property License Agreement, dated as of August 20, 2010, by and among Nevada Power Company (d/b/a NV Energy), Sierra Pacific Power Company (d/b/a NV Energy) and Great Basin Transmission South, LLC.
- 25. Grant of Easement by and between Bruce A. Jensen and Pamela G. Jensen and Great Basin Transmission, LLC, recorded September 16, 2010 as Document No. 751625, Nye County Official Records.
- 26. Occupancy Permits numbers 109948, 109951, 111161 and 113950 granted by the Nevada Department of Transportation.
- 27. Right-of-Way Grant number NVN-85210 issued by the United States Department of the Interior, Bureau of Land Management.
- 28. Test Tower Agreement, dated October 6, 2010, between Nevada Power Company (d/b/a NV Energy) and Great Basin Transmission South, LLC (as assignee of Great Basin Transmission, LLC).
- 29. Test Tower No.2 Agreement, dated as of January 26, 2011, Nevada Power Company (d/b/a NV Energy) and Great Basin Transmission South, LLC (as assignee of Great Basin Transmission, LLC).

**EXHIBIT F****OTHER AGREEMENTS**

1. Bill of Sale and Assignment and Assumption Agreement (to NVE Entities), dated as of February 11, 2011, by and among Great Basin Transmission South, LLC, Nevada Power Company, d/b/a NV Energy and Sierra Pacific Power Company, d/b/a NV Energy.
2. Assignment and Assumption Agreement (to Great Basin), dated as of February 11, 2011, by and among Great Basin Transmission South, LLC, Nevada Power Company, d/b/a NV Energy and Sierra Pacific Power Company, d/b/a NV Energy.
3. Partial Assignment and Assumption of Easement, dated as of February 11, 2011, by and among Great Basin Transmission South, LLC, Nevada Power Company, d/b/a NV Energy and Sierra Pacific Power Company, d/b/a NV Energy.
4. Certificate as to the Occurrence of ON Line Financial Closing, delivered by Great Basin Transmission, LLC and Great Basin Transmission South, LLC on February 11, 2011.



EXHIBIT G

DESCRIPTION OF ON LINE

For purposes of this Agreement, the term “ON Line” shall be deemed to include (a) a single circuit, above-ground 500 kV AC transmission line that extends approximately 235 miles from the new Robinson Summit Substation located northwest of Ely, Nevada in White Pine County, Nevada to the existing Harry Allen Substation located northeast of Las Vegas in Clark County, Nevada, (b) the new Robinson Summit Substation, (c) interconnection facilities required at the existing Harry Allen Substation, (d) expansion of the existing Falcon Substation, (e) communication facilities and (f) system relay upgrades. Each of these components is further described below.

- **ON Line (SWIP-S) 500 kV Transmission Line** – The transmission line will be constructed within BLM right-of-way grant N-85210 in a 200 foot wide right-of-way extending from Robinson Summit Substation to the Harry Allen Substation. The transmission line is configured with three bundles of three ACSR “Lapwing” conductors and is protected from lightning with two overhead shield wires, one of which will be an optical ground wire containing twenty-four fiber optic wires. The primary structure will be a horizontal configuration, tubular guyed-v with a weathering steel finish.
- **Robinson Summit Substation** – Robinson Summit Substation for Phase 1 will initially be configured as a four terminal 345 kV ring bus and a three (3) terminal 500 kV ring bus. The 500/345 kV substation will serve as the northern terminus of the ON Line and the southern terminus of the SWIP-N. The substation will also interconnect to the existing NVE 345 kV Falcon-to-Gonder transmission line. Two potential sites are being considered for the construction of the Robinson Summit Substation (i) the Thirtymile Location that is approximately 18 miles northwest of Ely, Nevada, at the northern terminus of BLM right-of-way grant N-85210 and (ii) the Robinson Summit Location that is approximately four miles south of the Thirtymile Location (as will be described in BLM right-of-way grant N-82076). The Robinson Summit Substation will initially contain two (2) 500/345 kV auto transformers, two (2) 500 kV shunt reactors, ten (10) 500 kV circuit breakers (five (5) to be operated at 345 kV), three (3) 500 kV metering voltage transformers, three (3) 500 kV metering current transformers, one (1) 345 kV shunt reactor, one (1) 345 kV fixed and/or TCSC (Thyristor Controlled) series capacitor bank or other facilities as required for SSR mitigation, and all necessary disconnect switches, Capacitive Coupled Voltage Transformers (“CCVT”), arresters and other appurtenant facilities (e.g., meter house, trenches, control cables, and other equipment).
- **Harry Allen substation interconnection** – Harry Allen is an existing NVE-owned breaker and a half configured 500 kV switchyard located approximately 21 miles northeast of Las Vegas, Nevada. The new interconnection facilities for ON Line will be contained within the existing Harry Allen fenceline and will include the addition of a new breaker and a half bay, two (2) 500 kV shunt reactors, four (4) 500 kV circuit breakers, and all necessary disconnect switches, CCVT’s, arresters, and other appurtenant facilities (e.g., meter house, trenches, control cables, and other equipment).
- **Falcon substation expansion** – Falcon Substation is an existing NVE-owned 345 kV switchyard located in Boulder Valley approximately 40 miles northeast of Battle Mountain, Nevada. The expansion would require approximately seven (7) acres of additional land outside the existing fenced boundary (four acres on NV Energy property and three acres to be obtained from the adjacent private landowner). The new equipment would consist of 345 kV fixed and/or TCSC



(Thyristor Controlled) series capacitor bank or other facilities as required for SSR mitigation, along with associated disconnect switches, CCVTs, arrestors, and any other appurtenant facilities required for control and protection of the newly installed equipment.

- **Communication facilities** – Communication facilities include a twenty-four (24) fiber optical ground wire (OPGW) installed on the 500 kV transmission line, two regeneration sites for the OPGW, and a microwave and mobile radio communications system including sixteen (16) new microwave sites, the expansion of and additions to three (3) existing sites located in eastern Nevada, and some fiber connectivity additions within NVE's existing network.
- **System relay upgrades** – Various relays and associated communications equipment will need to be upgraded at five (5) NVE-owned switchyards including Gonder, Falcon, Valmy, Coyote, and Tracy.

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