

# **APPENDIX A**

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BLM – Federal Geothermal Leases

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351 - 359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001 - 1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED OMB NO. 1004-0034 Expires: April 30, 2009
Lease Serial No. <b>N 74276</b>
Lease Effective Date (Anniversary Date) <b>NOV 01 2002</b>
New Serial No.

**Type or print plainly in ink and sign in ink.**

**PART A: ASSIGNMENT**

1. Assignee\* **ORNI 26, LLC** **Great Basin Geothermal LLC**  
 Street **6225 Neil Road** **P. O. Box 3153**  
 City, State, Zip Code **Reno, Nevada 89511** **Reno, Nevada 89505**  
 1a. Assignor

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on page 2 of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on page 2, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c		
T. 32 N., R. 38 E., MDM, Nevada sec. 25, all; sec. 36 N2N2;  T. 32 N., R. 39 E., MDM, Nevada sec. 30, all; sec. 31, all.  Pershing County  Total acres in lease 2080.00	100	100	0	0	0

REC'D - BLM - NSO  
9:00 A.M. JUL 10 2008

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

Assignment approved effective \_\_\_\_\_

Assignment approved for land description indicated on reverse of this form

By \_\_\_\_\_  
Bureau of Land Management (BLM)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**United States Department of the Interior  
Bureau of Land Management  
DIV OF SUPPORT SERVICES  
P.O. BOX 12000  
RENO, NV 89520  
Phone: (775) 861-6400**

Receipt

No: 1739665

<b>Transaction #:</b> 1796674	
<b>Date of Transaction:</b> 07/10/2008	
<b>CUSTOMER:</b>	ORMAT NEVADA INC 6225 NEIL ROAD RENO,NV 89511-1136
<b>ASSIGNOR:</b>	GREAT BASIN GEOTHERMAL LLC

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	GEOTHERMAL / ASSIGNMENT OF RECORD TITLE / 10/01/07 PROCESSING FEE (5104) \$80 <b>CASES: NVN 074276/\$80.00</b>		- n/a -	80.00
<b>TOTAL:</b>					<b>\$80.00</b>

PAYMENT INFORMATION			
1	<b>AMOUNT:</b>	\$80.00	<b>POSTMARKED:</b> N/A
	<b>TYPE:</b>	CHECK	<b>RECEIVED:</b> 07/10/2008
	<b>CHECK NO:</b>	056909	
	<b>NAME:</b>	ORMAT NEVADA INC 6225 NEIL ROAD RENO NV 89511 1136	

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

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Pershing County					
Total acres in lease 2080.00					

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(Date)

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DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 1995

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Township 32 North Range 38 East MDM Sec. 25 All; Sec. 36 N2S2;	100%	100%	0	0	0
Township 32 North Range 39 East MDM Sec. 30 All; Sec. 31 All.					
Pershing County, Nevada Containing 2080.00 Acres					

RECEIVED  
Bur. of Land Management  
9:00 A.M.  
MAY 09 2006  
NEVADA STATE OFFICE  
RENO, NEVADA

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Deputy State Director Minerals Management **JUN 20 2006**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 1995

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Township 32 North Range 39 East MDM Sec. 30 All; Sec. 31 All.					
Pershing County, Nevada Containing 2080.00 Acres					

RECEIVED  
Bur. of Land Management  
9:00 A.M. MAY 19 2006  
NEVADA STATE OFFICE  
RENO, NEVADA

**FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE**  
UNITED STATES OF AMERICA

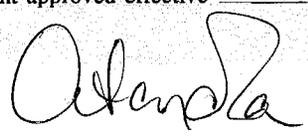
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Deputy State Director Minerals Management **JUN 20 2006**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

N74276  
N74276

FORM APPROVED  
OBM NO. 1004-0038  
Expires January 31, 1986

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES

Serial No.

The undersigned (see reverse) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025).

Read Instructions Before Completing

1. Name  
Evans-Barton Ltd  
Street  
PO Box 3153  
Reno, NV 895085  
City, State, Zip Code

RECEIVED  
Bur. of Land Management

7:30  
A.M. FEB - 9 2001

NEVADA STATE OFFICE  
RENO, NEVADA

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project \_\_\_\_\_

Legal description of land requested (segregate by public domain and acquired lands):

T.	R.	Meridian	State	County
T. 32 N. 640 sec. 25 (all); 160 sec. 36 N1/2N1/2;	R. 38 E.	MD	NV	Pershing
T. 32 N. 640 sec. 30 (all); 640 sec. 31 (all).	R. 39 E.			

Total acres applied for 2080.00

Percent U.S. interest \_\_\_\_\_

Amount remitted: Filing fee \$ \$2080.00

Rental fee \$ \$75.00

Total \$ \$2155.00

3. Land included in lease:

DO NOT WRITE BELOW THIS LINE

T.	R.	Meridian	State	County
<u>NVN-74276</u>				
T. 32 N., R. 38 E., MDM, Nevada sec. 25, all; sec. 36, N2N2.				
T. 32 N., R. 39 E., MDM, Nevada sec. 30, all; sec. 31, all.				

Described lands were not within a

~~US~~/KGRA as of OCT 23 2002

Larry K. Stewart  
Acting Deputy State Director, Minerals Management

Pershing County

Total acres in lease 2080.00

Rental retained \$2080.00

Total acres in lease \_\_\_\_\_

Rental retained \$ \_\_\_\_\_

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance and, when not inconsistent with lease rights granted or specific provisions of this lease, regulations and formal orders hereafter promulgated.

THE UNITED STATES OF AMERICA

by Larry K. Stewart  
Acting Deputy State Director, Minerals Management (Signing Officer)

OCT 23 2002  
(Date)

NOV 01 2002  
EFFECTIVE DATE OF LEASE

Type of lease:

Noncompetitive

Competitive

Other \_\_\_\_\_

**General Stipulations for Leasing Geothermal Resources  
Managed by the Winnemucca Field Office (Winn Stip)**

**General Sage Grouse Stipulation**

Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

**Other Biota**

Prior to site development, a survey for invertebrates will be conducted on areas where geothermal surface expressions occur.

**Controlled Or Limited Surface Use** (Avoidance and/or Mitigation Measures To Be Developed)

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 U.S.C. 1531, as amended, including completion of any required procedure for conference or consultation.

**Wild Horse and Burros**

If wild horse or burro populations are located on sites proposed for development, it may be necessary to avoid or develop mitigation measures to reduce adverse impacts to horses. These measures may include providing alternative water sources for horses of equal quality and quantity.

**Migratory Birds**

Surface disturbing activities during the migratory bird nesting season (March to July) may be restricted in order to avoid potential violation of the Migratory Bird Act. Appropriate inventories of migratory birds shall be conducted during analysis of actual site development. If active nests are located, the proponent shall coordinate with BLM to establish appropriate protection measures for the nesting sites which may include avoidance or restricting or excluding development during certain areas to times when nests and nesting birds will not be disturbed. During development and production phases, if artificial ponds potentially detrimental to migratory birds are created, these shall be fitted with exclusion devices such as netting or floating balls.

**Vegetation**

All areas of exploration and or development disturbance will be reclaimed including re-contouring disturbed areas to blend with the surrounding topography and using appropriate methods to seed with a diverse perennial seed mix. The seed mix used to reclaim disturbed areas would be "certified" weed free.

### **Riparian Areas**

No surface occupancy within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as indicated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

### **Noxious Weeds**

During all phases of exploration and development, the lessee shall maintain a noxious weed control program consisting of monitoring and eradication for species listed on the Nevada Designated Noxious Weed List (NRS 555.010).

### **Cultural Resources**

**Controlled Or Limited Surface Use** (Avoidance and/or Mitigation Measures To Be Developed).

All surface disturbing activities proposed after issuance of the lease are subject to compliance with Section 106 of the National Historic Protection Act (NHPA) and its implementation through the protocol between the BLM Nevada State Director and the Nevada State Historic Preservation Officer.

### **Native American**

#### **No Surface Occupancy**

No surface occupancy within the setting of National Register eligible Traditional Cultural Properties (TCPs) where integrity of the setting is critical to their eligibility. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the Native American consultation process. All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

### **Paleontological Resources**

Where significant paleontological resources are identified, mitigating measures such as data recovery, restrictions on development, and deletion of some areas from development may be required on a case by case basis.

### **Water Resources**

As exploration and development activities commence, the operator shall institute a hydrologic monitoring program. The details of the monitoring programs will be site specific and the intensity shall be commensurate with the level of exploration. For example, if the proponent will be conducting seismic studies the monitoring would be limited to the identification of water resources to be monitored as activities continue; if a drilling program were to be undertaken the number of aquifers encountered, their properties, their quality, and their saturated thickness would be documented.

The information collected will be submitted to the Bureau of Land Management and will be used to support future NEPA documentation as development progresses. Adverse impacts to surface expressions of the geothermal reservoir (hot springs), and Threatened and Endangered Species habitat are not acceptable. The leasee will monitor the quality, quantity, and temperature of any hot springs or other water resource within the project area whenever they are conducting activities which have the potential to impact those resources. If adverse impacts do occur, BLM will require the lessee to take corrective action to mitigate the impact. Corrective action may include shutting down the operation.

These are in addition to the other stipulations. These are LEASE stipulations, not operational, the information gathered under the monitoring stipulation will be used to identify future impacts at the operational stage.

**Lands & Realty**

No drilling, including exploration or development activities within linear Rights-of-Way.

**Hazardous Materials**

Prior to exploration and development, an emergency response plan will developed that include contingencies for hazardous material spills and disposal.



\_\_\_\_\_  
Signature of Lessee, Agent, or Attorney in Fact

10/7/02

\_\_\_\_\_  
Date

**Native American NSO Stipulation for Leasing Geothermal Resources**  
**Managed by the Winnemucca Field Office**  
**(NA NSO Winn Stip)**

No surface occupancy within the setting of National Register eligible Traditional Cultural Properties (TCPs) where integrity of the setting is critical to their eligibility.

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Signature of Lessee, Agent, or Attorney in Fact

10/7/02  
\_\_\_\_\_  
Date

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FORM APPROVED  
OMB NO. 1004-0034  
Expires: April 30, 2009

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Lease Serial No.  
**N 76458**

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Lease Effective Date  
(Anniversary Date)  
**JUN 01 2006**

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New Serial No.

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T. 31 N., R. 39 E., MDM, Nevada sec. 05, N2, E2SW, SE, (Pro Dia 129); sec. 05, W2SW; sec. 06, lots 1-7, S2NE, SENW, E2SW, SE.	100	100	0	0	0
T. 32 N., R. 39 E., MDM, Nevada sec. 32, all; sec. 33, all.					
Pershing County 2606.51 Acres					

REC'D - BLM - NSO  
9:00 A.M. JUL 10 2008

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				e	f
a	b	c	d	e	f
T. 31 N., R. 39 E., MDM, Nevada sec. 05, N2, E2SW, SE, (Pro Dia 129); sec. 05, W2SW; sec. 06, lots 1-7, S2NE, SENW, E2SW, SE.	100	100	0	0	0
T. 32 N., R. 39 E., MDM, Nevada sec. 32, all; sec. 33, all.					
Pershing County  2606.51 Acres					

REC'D - BLM - NSO  
8:00 A.M. JUL 10 2008

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

Assignment approved effective \_\_\_\_\_

Assignment approved for land description indicated on reverse of this form

By \_\_\_\_\_

Bureau of Land Management (BLM)

(Title)

(Date)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351 - 359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001 - 1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED  
OMB NO. 1004-0034  
Expires: April 30, 2009

Lease Serial No.  
**N 76458**

Lease Effective Date  
(Anniversary Date)  
**JUN 01 2006**

New Serial No.

**Type or print plainly in ink and sign in ink.**

**PART A: ASSIGNMENT**

1. Assignee\* **ORNI 26, LLC** **Great Basin Geothermal LLC**  
Street **6225 Neil Road** **P. O. Box 3153**  
City, State, Zip Code **Reno, Nevada 89511** **Reno, Nevada 89505**  
1a. Assignor

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on page 2 of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of production or other similar interests or payments

**2. This assignment conveys the following interest:**

Land Description <small>Additional space on page 2, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d		
a T. 31 N., R. 39 E., MDM, Nevada sec. 05, N2, E2SW, SE, (Pro Dia 129); sec. 05, W2SW; sec. 06, lots 1-7, S2NE, SENW, E2SW, SE.  T. 32 N., R. 39 E., MDM, Nevada sec. 32, all; sec. 33, all.  Pershing County  2606.51 Acres	100	100	0	0	0

**FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

Assignment approved effective \_\_\_\_\_

Assignment approved for land description indicated on reverse of this form

By \_\_\_\_\_

Bureau of Land Management (BLM)

\_\_\_\_\_  
(Title) (Date)

**United States Department of the Interior**  
**Bureau of Land Management**  
 DIV OF SUPPORT SERVICES  
 P.O. BOX 12000  
 RENO, NV 89520  
 Phone: (775) 861-6400

Receipt

No: 1739687

<b>Transaction #:</b> 1796697	
<b>Date of Transaction:</b> 07/10/2008	
<b>CUSTOMER:</b>	ORNI 26, LLC 6225 NEIL ROAD RENO, NV 89511
<b>ASSIGNOR:</b>	GREAT BASIN GEOTHERMAL LLC

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	GEOTHERMAL / ASSIGNMENT OF RECORD TITLE / 10/01/07 PROCESSING FEE (5104) \$80 CASES: NVN 076458/\$80.00		- n/a -	80.00
<b>TOTAL:</b>					<b>\$80.00</b>

PAYMENT INFORMATION			
1	<b>AMOUNT:</b>	\$80.00	<b>POSTMARKED:</b> N/A
	<b>TYPE:</b>	CHECK	<b>RECEIVED:</b> 07/10/2008
	<b>CHECK NO:</b>	056909	
	<b>NAME:</b>	ORMAT NEVADA INC 6225 NEIL ROAD RENO NV 89511 1136	

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Nevada State Office  
P.O. Box 12000 (1340 Financial Blvd.)  
Reno, Nevada 89520-0006  
[www.blm.gov/nv/](http://www.blm.gov/nv/)



APR 29 2008

In Reply Refer To:  
N-76458  
3210 (NV923p)

Certified Mail Return Receipt Requested  
7007 3020 0000 1674 0522

### DECISION

Great Basin Geothermal LLC :  
P.O. Box 3153 : Geothermal  
Reno, NV 89505 :

### ASSIGNMENT OF RECORD TITLE CORRECTION

On May 9, 2006, David M. Evans filed an assignment of record title interest in geothermal lease N-76458 conveying 100% interest to Great Basin Geothermal LLC. The assignment incorrectly listed the legal description and acres as follows:

T. 31 N., R. 39 E., MDM, Nevada  
sec. 5, All;  
sec. 6, Lots 1-7, S2NE, SENW, E2SW, SE;  
sec. 32, All;  
sec. 33, All.  
Containing 1917.51 acres

The assignment legal description and acres is hereby corrected as follows:

T. 31 N., R. 39 E., MDM, Nevada  
sec. 5, N2, E2SW, SE, (Pro Dia 129);  
sec. 5, W2SW;  
sec. 6, Lots 1-7, S2NE, SENW, E2SW, SE;

T. 32 N., R. 39 E., MDM, Nevada  
sec. 32, All;  
sec. 33, All.  
Containing 2606.51 acres

This decision is hereby made a part of the geothermal lease N-76458. All other terms and conditions of the lease remain the same.

Questions may be directed to Chris Pulliam at (775) 861-6506.

  
for Atanda Clark  
Chief, Branch of Minerals Adjudication

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 1995

**ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No. <b>N-76458</b>
Lease Effective Date (Anniversary Date)
New Serial No.

**Type or print plainly in ink and sign in ink.**

**PART A: ASSIGNMENT**

1. Assignee\* **Great Basin Geothermal LLC**  
Street **P. O. Box 3153**  
City, State, ZIP Code **Reno, NV 89505**

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description <small>Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North Range 39 East MDM  Sec. 5 All; Sec. 6 Lots 1-7, S2NE, SENW, E2SW, SE; Sec. 32 All; Sec. 33 All.  Pershing County, Nevada Containing 1917.51 Acres	100%	100%	0	0	0

RECEIVED  
Bur. of Land Management  
9:00 A.M.  
MAY 09 2006  
NEVADA STATE OFFICE  
RENO, NEVADA

**FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

Assignment approved effective JUL 01 2006

Assignment approved for land description indicated on reverse of this form.

*Atlanta*

Deputy State Director Minerals Management

JUN 01 2006

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 1995

**ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No. <b>N-76458</b>
Lease Effective Date (Anniversary Date)
New Serial No.

**Type or print plainly in ink and sign in ink.**

**PART A: ASSIGNMENT**

1. Assignee\* **Great Basin Geothermal LLC**  
Street **P. O. Box 3153**  
City, State, ZIP Code **Reno, NV 89505**

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description <small>Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
a <b>Township 31 North Range 39 East MDM</b>  Sec. 5 All; Sec. 6 Lots 1-7, S2NE, SENW, E2SW, SE; Sec. 32 All; Sec. 33 All.  Pershing County, Nevada Containing 1917.51 Acres	100%	100%	0	0	0

RECEIVED  
Bur. of Land Management  
9:00 A.M. **MAY 09 2006**  
NEVADA STATE OFFICE  
RENO, NEVADA

**FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

Assignment approved effective **JUL 01 2006**

Assignment approved for land description indicated on reverse of this form.

*Adanda*

Deputy State Director Minerals Management

**JUN 01 2006**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

N76458

*[Handwritten signature]*

RECEIVED NSO BLM

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES

Serial No.

NOV 13 PM 2:08

The undersigned (see page 2) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025).

Read Instructions Before Completing

1. Name DAVID M EVANS  
Street P.O. BOX 3153  
RENO, NV 89505  
City, State, Zip Code

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project \_\_\_\_\_

Legal description of land requested (segregate by public domain and acquired lands):

T. 32N R. 39E Meridian MDM State NEVADA County PERSHING

SEC: 32 (ALL)  
SEC: 33 W 1/2.

T 31 N R 39 E

SEC: 6 LOTS 1-7 S 1/2 NE 1/4, SE NW 1/4, E 1/2 SW 1/4, SE 1/4 ALL  
SEC: 5 W 1/2

Total acres applied for 1917.51

Percent U.S. interest \_\_\_\_\_

Total \$ 1993.00

Amount remitted: Filing fee \$ 75.00

Rental fee \$ 1918.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. T. 31 N., R. 39 E., MDM, Nevada  
sec. 05, N2, E2SW, SE, (Pro Dia 129);  
sec. 05, W2SW;  
sec. 06, lots 1-7, S2NE, .SENW, E2SW, SE.

Described lands are not within a KGS/KGRA

as of MAY 25 2006  
[Signature]  
Deputy State Director, Minerals Management

T. 32 N., R. 39 E., MDM, Nevada  
sec. 32, all;  
sec. 33, all.  
Pershing County  
2606.51 acres

Rental Retained \$2607.00

Total acres in lease \_\_\_\_\_

Rental retained \$ \_\_\_\_\_

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance and, when not inconsistent with lease rights granted or specific provisions of this lease, regulations and formal orders hereafter promulgated.

THE UNITED STATES OF AMERICA

by [Signature] (Signing Officer)

Deputy State Director Minerals Management (Title)

MAY 25 2006 (Date)

- Type of lease:
- Noncompetitive
- Competitive
- Other \_\_\_\_\_

EFFECTIVE DATE OF LEASE JUN 01 2006

**BLM WINNEMUCCA FIELD OFFICE**  
**GEOHERMAL LEASE STIPULATIONS**

**Sage grouse:** The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas where sage grouse have been observed. Potential habitat is an areas where sage grouse may occur. **Known Breeding habitat and Leks:** February through June, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of known leks during the mating season - March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy within 3.3 km (2 miles) of known leks at all times. **Nesting Habitat and Brood-rearing habitats:** (April through August per Interim NV Guidelines) and Winter Habitats: (October through March). **Known Habitat:** Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, of leks, or within 1 km. (0.6 mi.) of known nesting, brood-rearing and winter habitat. **Potential Habitat:** Avoid permanent occupancy of potential habitat.

**General Sage Grouse Stipulations:** Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

**Controlled Or Limited Surface Use:** (avoidance and/or required mitigation measures to be developed) – Are applicable for all leases proposed in areas of crucial deer, antelope, and big horn sheep habitat during migration and critical fawning and kidding areas.

**Other Biota:** Prior to site development, a survey for invertebrates will be conducted on areas where geothermal surface expressions occur.

**Threatened, Endangered or Sensitive Species:**

**No surface occupancy:** No surface occupancy within 1 mile of occupied or identified potential Lahontan Cutthroat Trout (LCT) habitat.

**Controlled Or Limited Surface Use:** (avoidance and/or mitigation measures to be developed) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 U.S.C. 1531, as amended, including completion of any required procedure for conference or consultation.

RECEIVED  
Bur. of Land Management

1

7:30  
A.M. MAY 22 2006

NEVADA STATE OFFICE  
RENO, NEVADA

**Wild Horse and Burros:**

**Controlled or Limited Surface Use:** (avoidance and/or mitigation measures to be developed.) If wild horse or burro populations are located on sites proposed for development, it may be necessary to avoid or develop mitigation measures to reduce adverse impacts to horses. These measures may include providing alternative water sources for horses of equal quality and quantity.

**Migratory Birds:** Surface disturbing activities during the migratory bird nesting season (March to July) may be restricted in order to avoid potential violation of the Migratory Bird Act. Appropriate inventories of migratory birds shall be conducted during analysis of actual site development. If active nests are located, the proponent shall coordinate with BLM to establish appropriate protection measures for the nesting sites which may include avoidance or restricting or excluding development during certain areas to times when nests and nesting birds will not be disturbed. During development and production phases, if artificial ponds potentially detrimental to migratory birds are created, these shall be fitted with exclusion devices such as netting or floating balls.

**Vegetation**

**Controlled Or Limited Surface Use:** (avoidance and/or mitigation measures to be developed). All areas of exploration and or development disturbance will be reclaimed including re-contouring disturbed areas to blend with the surrounding topography and using appropriate methods to seed with a diverse perennial seed mix. The seed mix used to reclaim disturbed areas would be "certified" weed free.

**Riparian Areas:** No surface occupancy within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as indicated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

**Noxious Weeds:** During all phases of exploration and development, the lessee shall maintain a noxious weed control program consisting of monitoring and eradication for species listed on the Nevada Designated Noxious Weed List (NRS 555.010).

**Cultural Resources**

**No surface occupancy:** No surface occupancy within the setting of National Register eligible sites where integrity of setting is critical to their eligibility.

**Controlled Or Limited Surface Use:** (avoidance and/or mitigation measures to be developed). All surface disturbing activities proposed after issuance of the lease are subject to compliance with Section 106 of the National Historic Protection Act (NHPA) and it's implementation through the protocol between the BLM Nevada State Director and the Nevada State Historic Preservation Officer.

RECEIVED  
Bur. of Land Management

2

7:30  
A.M. MAY 22 2006

NEVADA STATE OFFICE  
RENO, NEVADA

**Native American**

**No surface occupancy:** No surface occupancy within the setting of National Register eligible Traditional Cultural Properties (TCPs) where integrity of the setting is critical to their eligibility. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the Native American consultation process. All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

**Paleontological Resources**

Where significant paleontological resources are identified, mitigating measures such as data recovery, restrictions on development, and deletion of some areas from development may be required on a case by case basis.

**Water Resources**

As exploration and development activities commence, the operator shall institute a hydrologic monitoring program. The details of the monitoring programs will be site specific and the intensity shall be commensurate with the level of exploration. For example, if the proponent will be conducting seismic studies the monitoring would be limited to the identification of water resources to be monitored as activities continue; if a drilling program were to be undertaken the number of aquifers encountered, their properties, their quality, and their saturated thickness would be documented. The information collected will be submitted to the Bureau of Land Management and will be used to support future NEPA documentation as development progresses. Adverse impacts to surface expressions of the geothermal reservoir (hot springs), and Threatened and Endangered Species habitat are not acceptable. The lessee will monitor the quality, quantity, and temperature of any hot springs or other water resource within the project area whenever they are conducting activities which have the potential to impact those resources. If adverse impacts do occur, BLM will require the lessee to take corrective action to mitigate the impact. Corrective action may include shutting down the operation. These are in addition to the other stipulations. These are LEASE stipulations, not operational, the information gathered under the monitoring stipulation will be used to identify future impacts at the operational stage.

**Lands & Realty**

No drilling, including exploration or development activities within linear Rights-of-Way

**Hazardous Materials**

Prior to exploration and development, an emergency response plan will be developed to include contingencies for hazardous material spills and disposal.

  
\_\_\_\_\_  
Signature of Lessee

*DMC*  
5/17/06  
Date

RECEIVED  
Bur. of Land Management

7:30  
A.M. MAY 22 2006

NEVADA STATE OFFICE  
RENO, NEVADA

NVN-76458

**BLM WINNEMUCCA FIELD OFFICE**  
**GEOTHERMAL LEASE STIPULATIONS**  
**FOR CULTURAL RESOURCES**

This lease is issued with the following cultural resources stipulation:

This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, E.O. 13007, or other statutes and executive orders. The BLM will not approve any ground disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated.

  
\_\_\_\_\_  
Signature of Lessee

~~FILE~~  
5/17/06  
\_\_\_\_\_  
Date

RECEIVED  
Bur. of Land Management

7:30  
A.M. MAY 22 2006

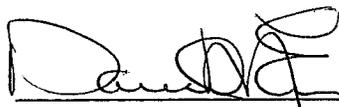
NEVADA STATE OFFICE  
RENO, NEVADA

**BLM WINNEMUCCA FIELD OFFICE**  
**GEOHERMAL LEASE STIPULATION**  
**FOR SAGE GROUSE**

Sections 32 and 33 of T. 32 N., R. 39 E., lie within .6 mile of previously identified nesting and winter habitat. Section 5 and section 6 E1/2, E1/2NW1/4 of T. 31 N., R 39 E., also lie within .6 mile of previously identified nesting and winter habitat. Therefore, the Sage Grouse stipulations apply to these sections. When an operations proposal is received by BLM, a site-specific environmental assessment (EA) will be prepared to evaluate impacts of the proposed operations. This document, prepared in consultation with the Nevada Department of Wildlife, will determine to what extent the stipulations below would be applied.

**Sage grouse:** The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas where sage grouse have been observed. Potential habitat is an areas where sage grouse may occur. **Known Breeding habitat and Leks:** February through June, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of known leks during the mating season - March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy within 3.3 km (2 miles) of known leks at all times. **Nesting Habitat and Brood-rearing habitats:** (April through August per Interim NV Guidelines) and Winter Habitats: (October through March). **Known Habitat:** Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, of leks, or within 1 km. (0.6 mi.) of known nesting, brood-rearing and winter habitat. **Potential Habitat:** Avoid permanent occupancy of potential habitat.

**General Sage Grouse Stipulations:** Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

  
\_\_\_\_\_  
Signature of Lessee

  
5/17/06  
\_\_\_\_\_  
Date

Leach HS

RECEIVED

AUG 13 2008

Form 3200-24a  
(July 2007)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ORMAT RENO OFFICE

Serial No.  
NVN-85717

**OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES**  
**(For New Leases Issued Under the Energy Policy Act of 2005 [August 5, 2005])**

The undersigned (see page 2) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Geothermal Steam Act of 1970, as amended (30 U.S.C. 1001-1025).

**READ INSTRUCTIONS BEFORE COMPLETING**

1. Name ORMAT NEVADA INC		1a. Street 6225 NEIL ROAD	
1b. City RENO		1c. State NV	1d. Zip Code 89511

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project: \_\_\_\_\_  
Legal description of land requested (segregate by public domain and acquired lands): Enter T., R., Meridian, State and County

Total Acres Applied for \_\_\_\_\_  
Percent U.S. interest \_\_\_\_\_

Amount remitted: Processing Fee \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

3. Land included in lease: Enter T., R., Meridian, State and County

T.0310N, R.0380E, 21 MDM, NV  
Sec. 001 LOTS 1-4;  
001 S2N2,S2;  
Pershing County  
Winnemucca FO

Total Acres in Lease 640.70  
Rental Retained \$ 1282.00

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years and subsequent extensions thereof in accordance with 43 CFR subpart 3207. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and, when not inconsistent with the provisions of this lease, regulations and formal orders hereafter promulgated.

Type of Lease:

- Competitive
- Noncompetitive
- Noncompetitive direct use (43 CFR subpart 3205)

Comments:

THE UNITED STATES OF AMERICA  
BY Atanda Clark  
(Signing Official)  
**ATANDA CLARK**

(Printed Name)

Chief, Branch of Minerals Adjudication

(Title)

**AUG 11 2008**

(Date)

EFFECTIVE DATE OF LEASE 09/01/2008

Check if this is a converted lease

EFFECTIVE DATE OF LEASE CONVERSION \_\_\_\_\_

4. (a) The undersigned certifies that:  
 (1) The offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States, any State or the District of Columbia; (2) All parties holding an interest in the offer are in compliance with 43 CFR part 3200 and the authorizing Act; (3) The offeror's chargeable interests, direct and indirect, do not exceed those allowed under the Act; and (4) The offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.
- (b) The undersigned agrees that signing this offer constitutes acceptance of this lease, including all terms, conditions and stipulations of which the offeror has been given notice, and any amendment or separate lease that may cover any land described in this offer open to lease application at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford the offeror no priority if it is not properly completed and executed in accordance with the regulations or if it is not accompanied by the required payments. Title 18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Printed Name of Lessee or Attorney-in-fact) (Signature of Lessee or Attorney-in-fact)

#### LEASE TERMS

**Sec. 1. Rentals**—Rentals must be paid to the proper office of the lessor in advance of each lease year. Annual rental rates per acre or fraction thereof, as applicable, are:

- (a) Noncompetitive lease (includes post-sale parcels not receiving bids, a direct use lease or a lease issued to a mining claimant): \$1.00 for the first 10 years; thereafter \$5.00; or  
 (b) Competitive lease: \$2.00 for the first year; \$3.00 for the second through tenth year; thereafter \$5.00.
- Annual rental is always due by the anniversary date of this lease (43 CFR 3211.13), regardless of whether the lease is in a unit or outside of a unit, the lease is in production or not, or royalties or direct use fees apply to the production.
- Rental may only be credited toward royalty under 43 CFR 3211.15 and 30 CFR 218.303. Rental may not be credited against direct use fees. Failure to pay annual rental timely will result in late fees and will make the lease subject to termination in accordance with 43 CFR 3213.14.

**Sec. 2. (a) Royalties**—Royalties must be paid to the proper office of the lessor. Royalties are due on the last day of the month following the month of production. Royalties will be computed in accordance with applicable regulations and orders. Royalty rates for geothermal resources produced for the commercial generation of electricity but not sold in an arm's length transaction are: 1.75 percent for the first 10 years of production and 3.5 percent after the first 10 years. The royalty rate is to be applied to the gross proceeds derived from the sale of electricity in accordance with 30 CFR part 206 subpart H.

The royalty rate for byproducts derived from geothermal resource production that are minerals specified in section 1 of the Mineral Leasing Act (MLA), as amended (30 U.S.C. 181), is 5 percent, except for sodium compounds, for which the royalty rate is 2 percent for sodium produced between September 29, 2006 and September 29, 2011 (Pub. L. No. 109-338, § 102; note to 30 U.S.C. 262). No royalty is due on byproducts that are not specified in 30 U.S.C. § 181. (43 CFR 3211.19.)

- If this lease or a portion thereof is committed to an approved communization or unit agreement and the agreement contains a provision for allocation of production, royalties must be paid on the production allocated to this lease.
- (b) Arm's length transactions—The royalty rate for geothermal resources sold by you or your affiliate at arm's length to a purchaser is 10 percent of the gross proceeds derived from the arm's-length sale (43 CFR 3211.17, 3211.18).
- (c) Advanced royalties—In the absence of a suspension, if you cease production for more than one calendar month on a lease that is subject to royalties and that has achieved commercial production, your lease will remain in effect only if you make advanced royalty payments in accordance with 43 CFR 3212.15(a) and 30 CFR 218.305.
- (d) Direct use fees—Direct use fees must be paid in lieu of royalties for geothermal resources that are utilized for commercial, residential, agricultural, or other energy needs other than the commercial production or generation of electricity, but not sold in an arm's length transaction (43 CFR 3211.18; 30 CFR 206.356). This requirement applies to any direct use of federal geothermal resources (unless the resource is exempted as described in 30 CFR 202.351(b) or the lessee is covered by paragraph (e), below) and is not limited to direct use leases. Direct use fees are due on the last day of the month following the month of production.
- (e) If the lessee is a State, tribal, or local government covered by 43 CFR 3211.18(a)(3) and 30 CFR 206.366, check here: . A lessee under this paragraph is not subject to paragraph (d), above. In lieu of royalties, the lessee under this paragraph must pay a nominal fee of \$\_\_\_\_\_.

**Sec. 3. Bonds**—A bond must be filed and maintained for lease operations as required by applicable regulations.

**Sec. 4. Work requirements, rate of development, unitization, and drainage**—Lessee must perform work requirements in accordance with applicable regulations (43 CFR 3207.11, 3207.12), and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production and to require lessee to commit to a communization or unit agreement, within 30 days of notice, if in the public interest. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in the amount determined by lessor. Lessor will exempt lessee from work requirements only where the lease overlies a mining claim that has an approved plan of operations and where BLM determines that the development of the geothermal resource on the lease would interfere with the mining operation (43 CFR 3207.13).

**Sec. 5. Documents, evidence, and inspection**—Lessee must file with the proper office of the lessor, not later than (30) days after the effective date thereof, any contract or evidence of other arrangement for the sale, use, or disposal of geothermal resources, byproducts produced, or for the sale of electricity generated using geothermal resources produced from the lease. At such times and in such form as lessor may prescribe, lessee must furnish detailed statements and all documents showing (a) amounts and quality of all geothermal resources produced and used (either for commercial production or generation of electricity, or in a direct use operation) or sold; (b) proceeds derived therefrom or from the sale of electricity generated using such resources; (c) amounts that are unavoidably lost or reinjected before use, used to generate plant parasitic electricity (as defined in 30 CFR 206.351) or electricity for lease operations, or otherwise used for lease operations related to the commercial production or generation of electricity; and (d) amounts and quality of all byproducts produced and proceeds derived from the sale or disposition thereof. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest.

In a format and manner approved by lessor, lessee must keep a daily drilling record, a log, and complete information on well surveys and tests; keep a record of subsurface investigations; and furnish copies to lessor when required.

Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, billing records, invoices, gross proceeds and payment data regarding the sale, disposition, or use of geothermal resources, byproducts produced, and the sale of electricity generated using resources produced from the lease, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in lessee's accounting offices for future audit by lessor and produced upon request by lessor or lessor's authorized representative or agent. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

**Sec. 6. Conduct of operations**—Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with leased rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses will be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee. Prior to disturbing the surface of the leased lands, lessee must contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessor may require lessee to complete minor inventories or short term special studies under guidelines provided by lessor. If, in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee must immediately contact lessor. Lessee must cease any operations that are likely to affect or take such species, or result in the modification, damage or destruction of such habitats or objects.

**Sec. 7. Production of byproducts**—If the production, use, or conversion of geothermal resources from these leased lands is susceptible of producing a valuable byproduct or byproducts, including commercially demineralized water for beneficial uses in accordance with applicable State water laws, lessor may require substantial beneficial production or use thereof by lessee.

**Sec. 8. Damages to property**—Lessee must pay lessor for damage to lessor's improvements, and must save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

**Sec. 9. Protection of diverse interests and equal opportunity**—Lessee must maintain a safe working environment in accordance with applicable regulations and standard industry practices, and take measures necessary to protect public health and safety. Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractor may maintain segregated facilities.

**Sec. 10. Transfer of lease interests and relinquishment of lease**—As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Subject to the requirements of 43 CFR subpart 3213, lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date BLM receives it, subject to the continued obligation of the lessee and surety to be responsible for: paying all accrued rentals and royalties; plugging and abandoning all wells on the relinquished land; restoring and reclaiming the surface and other resources; and complying with 43 CFR 3200.4.

**Sec. 11. Delivery of premises**—At such time as all or portions of this lease are returned to lessor, lessee must place all wells in condition for suspension or abandonment, reclaim the land as specified by lessor, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells or continued protection of the environment.

**Sec. 12. Proceedings in case of default**—If lessee fails to comply with any provisions of this lease or other applicable requirements under 43 CFR 3200.4, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to termination in accordance with the Act and 43 CFR 3213. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy or action, including waiver of the default. Any such remedy, waiver, or action will not prevent later termination for the same default occurring at any other time. Whenever the lessee fails to comply in a timely manner with any of the provisions of the Act, this lease, the regulations, or other applicable requirements under 43 CFR 3200.4, and immediate action is required, the lessor may enter on the leased lands and take measures deemed necessary to correct the failure at the lessee's expense.

**Sec. 13. Heirs and successors-in-interest**—Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

## INSTRUCTIONS

### A. General

1. Items 1 and 2 need to be completed only by parties filing for a noncompetitive lease. The BLM will complete the front of the form for other types of leases. The BLM may use the "Comments" space under Item 3 to identify when: the lessee has elected to make all lease terms subject to the Energy Policy Act of 2005 under 43 CFR 3200.7(a)(2) or 43 CFR 3200.8(b) (box labeled "converted lease" must also be checked); the lease is being issued noncompetitively to a party who holds a mining claim on the same lands as is covered by the lease under 43 CFR 3204.12; the lease is a direct use lease issued to a State, local, or tribal government (box at section 2(E) under Lease Terms must also be checked); the lease is a competitive lease with direct-use-only stipulations attached; or other circumstances exist. A lessee who seeks to convert only the royalty rate of a lease under 43 CFR 3212.25 or who qualifies for a case-by-case royalty rate determination under 43 CFR 3211.17(b)(1)(i) should not use this form, but should instead use an addendum to the existing lease.
2. Entries must be typed or printed plainly in ink. The offeror must sign the form (Item 4) in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.10 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

### B. Specific

Item 1—Enter the offeror's name and billing address.

Item 2—Indicate the agency managing the surface use of the land and the name of the unit or project of which the land is a part. The offeror may also provide other information that will assist in establishing status of the lands. The description of land must conform to 43 CFR 3203.10. Total acres applied for must not exceed that allowed by regulations (43 CFR 3203.10; 43 CFR 3206.12).

Payments: For noncompetitive leases, the amount remitted must include the processing fee for noncompetitive lease applications (43 CFR 3204.10; 43 CFR 3000.12) and the first year's rental at the rate of \$1 per acre or fraction thereof. If the United States owns only a fractional interest in the geothermal resources, you must pay a prorated rental under 43 CFR 3211.11(d). The BLM will retain the processing fee even if the offer is completely rejected or withdrawn. To maintain the offeror's priority, the offeror must submit rental sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact acreage of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the BLM will return the rental remitted for the parts withdrawn or rejected.

The BLM will fill in the processing fee for competitive lease applications (43 CFR 3203.17; 43 CFR 3000.12) and the first year's rental at the rate of \$2 per acre or fraction thereof.

Item 3—The BLM will complete this space.

## NOTICES

The Privacy Act of 1974 and the regulation at 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this geothermal lease application.

AUTHORITY: 30 U.S.C. 1000 et seq.

PRINCIPAL PURPOSE—The information is to be used to process geothermal lease applications.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting uses or rights in public lands or resources. (4) Transfer to the appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions.

**ENDANGERED SPECIES ACT**  
**SECTION 7 CONSULTATION STIPULATION**

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 USC § 1531 *et seq.*, as amended, including completion of any required procedure for conference or consultation.

**CULTURAL RESOURCE PROTECTION**  
**LEASE STIPULATION**

This lease may be found to contain historic properties or resources protected under the National Historic Preservation Act, American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, EO 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require exploration or development proposals to be modified to protect such properties, or it may disapprove any activity that is likely to result in adverse effects that could not be successfully avoided, minimized, or mitigated.

**THREATENED, ENDANGERED OR SENSITIVE SPECIES**

**Controlled Or Limited Surface Use:** (avoidance and/or mitigation measures to be developed)

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 U.S.C. 1531, as amended, including completion of any required procedure for conference or consultation.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

**MIGRATORY BIRDS**

Surface disturbing activities during the migratory bird nesting season (March to July) may be restricted in order to avoid potential violation of the Migratory Bird Act. Appropriate inventories of migratory birds shall be conducted during analysis of actual site development. If active nests are located, the proponent shall coordinate with BLM to establish appropriate protection measures for the nesting sites which may include avoidance or restricting or excluding development during certain areas to times when nests and nesting birds will not be disturbed. During development and production phases, if artificial ponds potentially detrimental to migratory birds are created, these shall be fitted with exclusion devices such as netting or floating balls.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

**VEGETATION**

**Controlled Or Limited Surface Use:** (avoidance and/or mitigation measures to be developed).

All areas of exploration and or development disturbance will be reclaimed including re-contouring disturbed areas to blend with the surrounding topography and using appropriate methods to seed with a diverse perennial seed mix. The seed mix used to reclaim disturbed areas would be "certified" weed free.

	<b><u>Description of Lands</u></b>
PARCEL NV-08-08-001	T. 20 N., R 26 E., sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

**NOXIOUS WEEDS**

During all phases of exploration and development, the lessee shall maintain a noxious weed control program consisting of monitoring and eradication for species listed on the Nevada Designated Noxious Weed List (NRS 555.010).

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

**NATIVE AMERICAN**

**Controlled Or Limited Surface Use:** (avoidance and/or mitigation measures to be developed). All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially affected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the Native American consultation process.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

## WATER RESOURCES

As exploration and development activities commence, the operator shall institute a hydrologic monitoring program. The details of the monitoring programs will be site specific and the intensity shall be commensurate with the level of exploration. For example, if the proponent will be conducting seismic studies the monitoring would be limited to the identification of water resources to be monitored as activities continue; if a drilling program were to be undertaken the number of aquifers encountered, their properties, their quality, and their saturated thickness would be documented. The information collected will be submitted to the Bureau of Land Management and will be used to support future NEPA documentation as development progresses. Adverse impacts to surface expressions of the geothermal reservoir (hot springs), and Threatened and Endangered Species habitat are not acceptable. The lessee will monitor the quality, quantity, and temperature of any hot springs or other water resource within the project area whenever they are conducting activities which have the potential to impact those resources. If adverse impacts do occur, BLM will require the lessee to take corrective action to mitigate the impact. Corrective action may include shutting down the operation. These are in addition to the other stipulations. These are LEASE stipulations, not operational, the information gathered under the monitoring stipulation will be used to identify future impacts at the operational stage.

### Description of Lands

PARCEL NV-08-08-001	T. 20 N., R 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

**HAZARDOUS MATERIALS**

Prior to exploration and development, an emergency response plan will be developed to include contingencies for hazardous material spills and disposal.

	<u>Description of Lands</u>
PARCEL NV-08-08-001	T. 20 N., R 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-002	ALL LANDS
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-004	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS
PARCEL NV-08-08-018	ALL LANDS
PARCEL NV-08-08-019	ALL LANDS
PARCEL NV-08-08-020	ALL LANDS

**CONTROLLED OR LIMITED SURFACE USE**

(avoidance and/or mitigation measures to be developed). All surface disturbing activities proposed after issuance of the lease are subject to compliance with Section 106 of the National Historic Preservation Act (NHPA) and its implementation through the protocol between the BLM Nevada State Director and the Nevada State Historic Preservation Officer.

Description of Lands

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 10, all.
PARCEL NV-08-08-003	ALL LANDS
PARCEL NV-08-08-005	ALL LANDS
PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-018	T. 31 N., R. 39 E., MDM, Nevada sec. 16, SW; sec. 16, PROT N2, SE; sec. 17, all; sec. 21, NE, E2NW, SWNW, S2; sec. 22, NE, E2NW, SWNW, S2; sec. 22, PROT N2, W2SW, SESW, SE; sec. 27, N2, W2SW, SESW, SE.
PARCEL NV-08-08-019	T. 31 N., R. 39 E., MDM, Nevada sec. 30, lots 1-4, E2, E2W2; sec. 31, lots 1-4, E2, E2W2; sec. 33, N2, E2SW, SE; sec. 34, N2N2, SENE, S2NW, S2; sec. 35, N2, N2S2, SWSW; sec. 36, N2, N2SW, NWSE, SESE.
PARCEL NV-08-08-020	ALL LANDS

### **RIPARIAN AREAS**

No surface occupancy within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as indicated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

#### **Description of Lands**

PARCEL NV-08-08-012	ALL LANDS
PARCEL NV-08-08-013	ALL LANDS
PARCEL NV-08-08-017	ALL LANDS