

Appendix A: Federal Geothermal Lease Stipulations

NVN-55718
NVN-75228
NVN-98640
NVN-98641
NVN-100029

ORIGINAL

Form 3100-24
(November 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES

Serial No. **N 55718**

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 **San Emidio Resources Inc.**

Street **P.O. Box 40**

City, State, Zip Code **Empire, NV 89405**

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 _____

Handwritten notes:
JMA
6/19/92
6/19/92

Total acres applied for _____

Percent U.S. interest _____

Amounts remitted: Filing fee \$ _____

Rental fee \$ _____

Total \$ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. _____ R. _____ Meridian _____ State _____ County _____

T. 32 N., R. 23 E., MDM, Nevada, Washoe County

sec. 09, all;
sec. 10, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 15, lots 1,2,5, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;
sec. 16, lot 1, NE $\frac{1}{4}$ NE $\frac{1}{4}$.

PARCEL NO. 3 - Gerlach KGRA

Record Posted	Date	By
MT Plat		
OG Plat		
USE Plat		
N1 Plat		
CGI Filing		

Total acres in lease **1251.93**

Rental retained \$ **2504.00**

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. 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 hereinafter promulgated.

Type of lease:

Noncompetitive

Competitive

Other _____

THE UNITED STATES OF AMERICA

by *Janith A. Mayfield*
Acting Chief, Branch of Lands & Minerals Operations
(Title) (Date) **JUN 19 1992**

EFFECTIVE DATE OF LEASE **JUL 01 1992**

4. (a) Undersigned certifies that:

(1) 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 3270 and the authorizing Act; (3) Offeror's chargeable interests, direct and indirect, do not exceed that allowed under the Act; and (4) Offeror is not considered a trustee under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions and stipulations of which 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 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 affirm 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. Sec. 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 8 day of MAY, 19 92 Michael J. St. Francis
(Signature of Lessee or Attorney-in-Fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year until there is production in commercial quantities from the leased lands. Annual rental rates per acre or fraction thereof are: \$1 for noncompetitive leases and \$2 for competitive leases.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations and orders. Royalty rates on production are: 10 percent for steam, heat, or energy; 5 percent for byproducts; and 5 percent for demineralized water.

Lessor reserves the right to establish reasonable minimum values on production after giving lessee notice and an opportunity to be heard. Royalties shall be due and payable on the last day of the month following the month in which production occurred.

A minimum royalty shall be due for any lease year beginning on or after the commencement of production in commercial quantities in which royalty payments aggregate less than \$2 per acre. Lessee shall pay such difference at the end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall perform diligent exploration as required by regulations and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of the area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than (30) days after effective date thereof, any contract or evidence of other arrangement for the sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs.

In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, and complete information on well surveys and logs and keep a record of subsurface investigations and furnish copies to lessor when required. Lessee shall 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 shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that support costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall 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.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall 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 shall 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-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessees.

Prior to disturbing the surface of the leased lands, lessee shall 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. Lessee may be required 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 shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species 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 shall pay lessor for damage to lessor's improvements, and shall 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 shall maintain a safe working environment in accordance with standard industry practices and take measures necessary to protect the health and safety of the public. Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly.

Lessee shall comply with Executive Order No. 11246 of September 24, 1963, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractor shall maintain segregated facilities.

Sec. 10. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor, any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 11. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall 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 productive 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, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation in accordance with the Act. However, if this lease includes land known to contain a well capable of production in commercial quantities, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor or any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation 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 formal orders, and immediate action is required, the Lessor may enter on the leased lands and take measures deemed necessary to correct the failure at the expense of the Lessee.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OSM NO. 1004-0034
Expires January 31, 1996

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES

Serial No. N-75228

Assigned (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: George Vrame
Street: 5618 W. 95th Street
City, State, Zip Code: Oak Lawn, IL 60453

RECEIVED
Bur. of Land Management

7:30
A.M. OCT 24 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 _____ S. _____ E. _____ County _____

Total acres applied for _____
Percent U.S. interest _____
Total \$ _____

Amount retained: Filing fee \$ _____ Rental fee \$ _____

DO NOT WRITE BELOW THIS LINE

and included in lease:

T. _____ R. _____ Meridian _____ S. _____ E. _____ County _____

PARCEL NO. NV-GT-01-09-008

T. 32 N., R. 23 E., MDM, Nevada
sec. 02, lots 1-4, S2N2, S2;
sec. 03, lots 1-4, S2N2, S2;
sec. 04, lots 1-4, S2N2, S2;
sec. 10, lot 1, E2NE, W2NW, NWSW.
163.43 Acres Washoe County

Total acres in lease 2163.43
Rental retained \$ 4328.00

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 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 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 in conflict with lease rights granted or specific provisions of this lease, regulations and formal orders hereafter promulgated.

when recorded mail to:
George Vrame
5618 W 95th St.
Oak Lawn, IL 60453

THE UNITED STATES OF AMERICA

by
Deputy State Director, Minerals Management (104)

OCT 24 2001
(Regist. Office)

OCT 24 2001

EXHIBIT A

4. (a) Undersigned certifies that:

(1) 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 3200 and the authorizing Act; (3) Offeror's chargeable interests, direct and indirect, do not exceed that allowed under the Act; and (4) Offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions and stipulations of which offeror has been given notice, and any amendment or separate lease that may cover any land described in this offer upon its 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 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. Sec. 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 in any matter within its jurisdiction.

Duly executed this 19 day of OCT X 2001 George V. Rame Signature of Lessee or Attorney-in-Fact

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year until there is production in commercial quantities from the leased lands. Annual rental rates per acre or fraction thereof are: \$1 for noncompetitive leases and \$2 for competitive leases.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease for non-official working day if office is closed shall automatically terminate this lease by operation of law. Rentals may be suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations and orders. Royalty rates on production are: 10 percent for steam, heat, or energy; 5 percent for hydrocarbons; and 5 percent for demineralized water.

Lessor reserves the right to establish reasonable minimum values on production after giving lessee notice and an opportunity to be heard. Royalties shall be due and payable on the 1st day of the month following the month in which production occurred.

A minimum royalty shall be due for any lease year beginning on or after the commencement of production in commercial quantities in which royalty payments aggregate less than \$2 per acre. Lessee shall pay such difference at the end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

Sec. 4. Diligence, rate of development, utilization, and drainage—Lessee shall perform diligent exploration as required by regulations and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of the area, field, or pool underlying these leased lands. Lessee shall drill and produce wells necessary to prevent leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangements for the sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amounts used for production purposes or unavoidably lost. Lessee may be required to provide plans and schematic diagrams showing development work and improvements, and reports with respect to prices in streams, expenditures, and depreciation costs.

In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, and complete information on well surveys and tests and keep a record of subsurface investigations and furnish copies to lessor when required. Lessor shall 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 shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that support cost claims as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until release of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall 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 shall 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 erosion 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 of rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall 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 on other resources. Lessee may be required to complete minor inventories or work with 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 shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Production of hydrocarbons—If the production, use, or conversion of geothermal resources from these leased lands is susceptible of producing a valuable byproduct or hydrocarbon, 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 shall pay lessor for damage to lessor's improvements, and shall 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 shall maintain a safe working environment in accordance with standard industry practices and take measures necessary to protect the health and safety of the public. Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly.

Lessee shall 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 lessor's subcontractor shall maintain segregated facilities.

Sec. 10. Transfer of lease interest and relinquishment of lease—As required by regulations, lessee shall file with lessor, any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 11. Delivery of premises—As such time as all or portions of this lease are returned to lessor, lessee shall place all wells in condition for suspension or abandonment, return 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 productive 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, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation in accordance with the Act. However, if this lease includes land known to contain a well capable of production in commercial quantities, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy of waiver shall not prevent later cancellation 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 formal orders, and immediate action is required, the Lessor may enter on the leased lands and take measures deemed necessary to correct the failure in the presence of the Lessee.

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

CONTINGENCY RIGHTS STIPULATION

The Bureau of Land Management has reviewed existing information and planning documents and, except as noted in other attached stipulations, knows of no reason why normal development, subject to the controls of applicable laws and regulations and the lease terms and conditions, can not proceed on the leased lands. However, specific development activities could not be identified prior to lease issuance since the nature and extent of geothermal resources were not known and specific operations have not been proposed. The lessee is hereby made aware that consistent with 43 CFR 3200.4, all post lease operations will be subject to appropriate environmental review and may be limited or denied only if unmitigatable and significant impacts on other land uses or resources would result.

Sage Grouse Stipulations for Geothermal Operations: These stipulations are based on the Interim Sage grouse Management Guidelines for Nevada and in all cases refer to known habitat except as noted.

Known Breeding habitat and Leks: February through June, but may vary on site specific basis. Avoid all activity within 3.0 km. (2 miles) of known leks during the mating season B March through May, or as determined by Field Office and Wildlife Personnel. NSO within 1 km (0.6 mile) of known leks all times.

Nesting Habitat and Brood-rearing habitats: (April through August per Interim NV Guidelines) Within 6 miles of lek, maximum of 12 miles per guidelines:
Known: Avoid all development or exploration activity during the nesting and brood rearing season with 1 km (0.6 mile) of known habitat. Where possible, NSO of any sort on such sites during the specified period.
Potential: Avoid permanent occupancy of potential habitat where possible.

Winter Habitats: (October through March)
Known: Avoid all development or exploration activity during the winter range season with 1 km (0.6 mile) of known habitat. Where possible, NSO of any sort on such sites during the specified period.
Potential: Avoid permanent occupancy of potential habitat where possible.

General Sage Grouse Stipulations: Prior to entry on any lease areas that include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Authorized Officer to discuss any proposed activities. All power poles and potential raptor perches will be designed or retrofitted to eliminate use by raptors. All surface disturbance that occurs in potential or known habitat shall be reclaimed as soon as possible in such a way as to result in conditions suitable for sage grouse habitat.

RECEIVED
Bur. of Land Management

7:30 A.M. OCT 24 2001

NEVADA STATE OFFICE
RENO, NEVADA

George Vrame
Signature

10/10/01
Date

When Recorded mail To:
George Vrame
5618 W. 95th ST.
Oak Lawn, IL 60453

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
NVN098640

**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 6140 Plumas St	
1b. City Reno		1c. State NV	1d. Zip Code 89519

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

Future rental payments must be made on or before the anniversary date to:
Office of Natural Resources Revenue (ONRR)
<http://www.onrr.gov/ReportPay/payments.htm>

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.0330N, R.0230E, 21 MDM, NV
Sec. 024 SW;
025 S2SW, SE;
025 NE, N2NW, SENW, NESW;
026 S2SW, S2SE;

T.0330N, R.0230E, 21 MDM, NV
Sec. 031 LOTS 6-10;
031 SE;
032 SW;
033 SE;

T.0330N, R.0230E, 21 MDM, NV
Sec. 034 NE, S2;
035 ALL;
036 ALL;

Total Acres in Lease 3351.900

Rental Retained \$ 6704.00

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:
NV-19-09-064

THE UNITED STATES OF AMERICA
BY Kemba K. Andersen
(Signing Official)

Kemba K. Andersen
(Printed Name)
Chief, Branch of Mineral Resources, Fluids

OCT 16 2019
(Date)

(Title) NOV 01 2019 (Date)
EFFECTIVE DATE OF LEASE

Check if this is a converted lease

EFFECTIVE DATE OF LEASE CONVERSION _____

(Continued on page 2)

LESSEE

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. 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, produced between September 29, 2006 and September 29, 2011 (Pub. L. No. 109-338, §102; note to 30 U.S.C. 362) for which the royalty rate is 2 percent. 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 communitization 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 communitization 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 special 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 assumption that each such lot or quarter-quarter section contains 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.

BLM Nevada Standard Lease Notices
(NV-B,C,E,L,W-00-A-LN)

These stipulations and notices apply to all parcels ALL LANDS and represent standard Best Management Practices for ensuring compliance with extant Federal Laws and resource protection.

T&E, Sensitive and Special Status Species

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 modification 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 as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation.

Migratory Birds

The Operator is responsible for compliance with provisions of the Migratory Bird Treaty Act by implementing measures to prevent take of migratory birds. Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 -July 31) risks a violation of the Migratory Bird Treaty Act. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

If surface disturbing activities must be implemented during the nesting season, a preconstruction survey for nesting migratory birds should be performed by a qualified wildlife biologist, during the breeding season (if work is not completed within a specified time frame, then additional surveys may be needed). If active nests are found, an appropriately-sized no surface disturbance buffer determined in coordination with the BLM biologist should be placed on the active nest until the nesting attempt has been completed. If no active nests are found, construction activities must occur within the survey validity time frame specified in the conditions of approval.

Cultural Resources and Tribal Consultation

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, Executive Order 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 (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) 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.

Fossils

This area has low to moderate potential for vertebrate paleontological resources, unless noted to have higher potential in a separate stipulation. This area may contain vertebrate paleontological resources. Inventory and/or on-site monitoring during disturbance or spot checking may be required of the operator. In the event that previously undiscovered paleontological resources are discovered in the performance of any surface disturbing activities, the item(s) or condition(s) will be left intact and immediately brought to

the attention of the authorized officer of the BLM. Operations within 250 feet of any such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

Water

The Operator is responsible for compliance with provisions of the Clean Water Act, Safe Drinking Water Act, and applicable State laws and regulations regarding protection of state water resources. Operators should contact Nevada Division of Water Resources and Nevada Division of Environmental Protection regarding necessary permits and compliance measures for any construction or other activities.

Mining Claims

This parcel may contain existing mining claims and/or mill sites located under the 1872 Mining Law. To the extent it does, the geothermal lessee must conduct its operations, so far as reasonably practicable, to avoid damage to any known deposit of any mineral for which any mining claim on this parcel is located, and should not endanger or unreasonably or materially interfere with the mining claimant's operations, including any existing surface or underground improvements, workings, or facilities which may have been made for the purpose of mining operations. The provisions of the Multiple Mineral Development Act (30 U.S.C. 521 et seq.) shall apply on the leased lands.

Fire

The following precautionary measures should be taken to prevent wildland fires. In the event your operations should start a fire, you could be held liable for all suppression costs.

- All vehicles should carry fire extinguishers and a minimum of 10 gallons of water.
- Adequate fire-fighting equipment i.e. shovel, pulaski, extinguisher(s) and a minimum 10 gallons of water should be kept at the drill site(s).
- Vehicle catalytic converters should be inspected often and cleaned of all brush and grass debris.
- When conducting welding operations, they should be conducted in an area free from or mostly free from vegetation. A minimum of 10 gallons water and a shovel should be on hand to extinguish any fires created from the sparks. Extra personnel should be at the welding site to watch for fires created by welding sparks.
- Report wildland fires immediately to the BLM Sierra Front Interagency Dispatch Center (SFIDC) at (775) 883-5995, or to the BLM Central Nevada Interagency Dispatch Center (CNIDC) at (775) 623-3444. Helpful information to reported is location (latitude and longitude if possible), what's burning, time started, who/what is near the fire and direction of fire spread.
- When conducting operations during the months of May through September, the operator must contact the BLM Carson City District Office, Division of Fire and Aviation at (775) 885-6000, BLM Ely District Office, Division of Fire and Aviation at (775) 289-1800, BLM Winnemucca District Office, Division of Fire and Aviation at (775) 623-1500, or the BLM Battle Mountain District Office, Division of Fire and Aviation at (775) 635-4000 To find out about any fire restrictions in place for the area of operation and to advise this office of approximate beginning and ending dates for your activities.

**Pronghorn Antelope Seasonal Habitat
(NV-W-01-A-TL)**

Stipulation: Timing Limitation (TL) -No surface activity within Pronghorn Antelope Crucial Winter Habitat from November 15 through April 30.

Objective [Purpose]: To protect Pronghorn Antelope Crucial Winter Habitat necessary to maintaining the critical life stages of Pronghorn wildlife populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Pronghorn Antelope and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts to Pronghorn Antelope and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain the crucial winter pronghorn habitat or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized Officer if new information indicates the dates are not valid for the leasehold.

Waiver: The restriction may be waived by the Authorized Officer if it is determined that the described lands do not contain suitable pronghorn habitat, or are otherwise incapable of serving the requirements of for the species and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description
NV-19-09-062	T. 32 N., R 23 E., 21 MDM, NV Sec. 05 LOTS 1-4 Sec. 05 S2N2, SE, E2SW, NWSW Sec. 08 NE, E2SE
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, N Sec. 16 NW
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 24 SW Sec. 31 SE Sec. 32 SW
NV-19-09-065	T. 33 N., R 24 E., 21 MDM, NV Sec. 18 NW

NV-19-09-078

T. 45 N., R 27 E., 21 MDM, NV
Sec. 34 NENE, S2NE, SE
Sec. 35 ALL

T. 44 N., R 27 E., 21 MDM, NV
Sec. 01 LOTS 6-10, 16
Sec. 02 ALL
Sec. 03 LOTS 1-4
Sec. 03 S2N2, S2
Sec. 04 SE

NV-19-09-079

T. 45 N., R 27 E., 21 MDM, NV
Sec. 14 ALL
Sec. 15 NE E2SE
Sec. 23 ALL
Sec. 26 ALL

**Sites Eligible for National Register of Historic Places
(NV-W-07-C-NSO)**

Stipulation: No surface occupancy (NSO) in areas containing NRHP eligible, listed and unevaluated sites and TCPs. To accomplish this, any quarter-quarter-quarter section (10-acre parcel) within or intersected by the site would be subject to NSO. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the National Historic Preservation Act (NHPA) requirements and Native American consultation process. Additional lands outside of the designated boundaries of sites may be added to the NSO restriction to the extent necessary to protect values where the setting and integrity is critical to their designation or eligibility (see WD RMP Action D-MR 4.1.3).

Objective: Protection of National Register of Historic Places Sites

Exception: The Authorized Officer may grant an exception if through the NHPA requirements, it is determined that the action, as proposed, does not adversely affect the long-term integrity or use of the TCP or the integrity of the site, or if the adverse effect can be mitigated. For TCPs, an exception may also be granted if the proponent, BLM, and the affected Tribe or tribal members negotiate mitigation that would satisfactorily offset the anticipated negative impacts.

Modification: The Authorized Officer may modify the size and shape of the restricted area if the NHPA requirements and/or Native American consultation indicate the site differs from that described in the original stipulation. Modifications may be made to allow for an increasing level of environmental protection when changing circumstances warrant stronger measures to meet goals, objectives, and outcomes identified in this RMP and any future amendments (see WO IM- 2010-117 [Oil and Gas Leasing Reform – Land Use Planning and Lease Parcel Reviews]).

Waiver: The restriction may be waived if it is determined that the described lands are not, in fact, part of a National Register of Historic Places eligible or listed site. This determination would be made as a part of the NHPA requirements and in consultation with the affected tribes.

Parcel #	Legal Land Description
NV-19-09-028	T. 26 N., R 38 E., 21 MDM, NV Sec. 32 L1, L2, L7, L8, N2SE, SESE
NV-19-09-029	T. 26 N., R 38 E., 21 MDM, NV Sec. 28 W2SW, NWSE Sec. 29 L1, SWSW
NV-19-09-037	T. 25 N., R 38 E., 21 MDM, NV Sec. 14 SWSW Sec. 15 SESE Sec. 16 W2SE
NV-19-09-040	T. 25 N., R 38 E., 21 MDM, NV Sec. 22 NENE Sec. 23 NENE

NV-19-09-051	T. 36 N., R 34 E., 21 MDM, NV Sec. 28 S2S2
NV-19-09-054	T. 22 N., R 28 E., 21 MDM, NV Sec. 1 L1, L2, L4, SWSW Sec. 2 L1-L3, E2SW, SWNE, SENW Sec. 10 E2NE, NESE Sec. 12 S2SW
NV-19-09-055	T. 22 N., R 28 E., 21 MDM, NV Sec. 24 W2SW, NWSW Sec. 28 NESW
NV-19-09-056	T. 29 N., R 23 E., 21 MDM, NV Sec. 4 L1-L3 Sec. 8 L4 Sec. 9 L2, L4
NV-19-09-059	T. 30 N., R 23 E., 21 MDM, NV Sec. 7 SESW, SWSE
NV-19-09-060	T. 32 N., R 23 E., 21 MDM, NV Sec. 22 SWNW Sec. 23 NWNW Sec. 29 S2NW, NENW, NWSW, N2NE, SWNE Sec. 30 L4, SESW, SE, NWNE Sec. 31 E2NW
NV-19-09-061	T. 32 N., R 23 E., 21 MDM, NV Sec. 32 SENW, SWNE Sec. 34 NENW
NV-19-09-062	T. 321 N., R 23 E., 21 MDM, NV Sec. 11 SESE Sec. 12 N2SW, SWSW, NWSE, S2NE, NENE
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 14 SENW, NESW, W2NE, NENE Sec. 16 W2W2, E2SW Sec. 17 NENW, SWNW, E2SE, SESW Sec. 18 L3, L4, SESW, W2SE, SWNE Sec. 19 SE, SENE Sec. 20 W2SW, SESE, SENW, W2NE, NENE Sec. 21 NE, NWSE, E2SW, SWSW
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 31 L7

NV-19-09-066	T. 21 N., R 26 E., 21 MDM, NV Sec. 24 E2SE
NV-19-09-073	T. 27 N., R 27 E., 21 MDM, NV Sec. 21 S2SW
NV-19-09-075	T. 27 N., R 27 E., 21 MDM, NV Sec. 28 N2NW, SENW
NV-19-09-078	T. 44 N., R 27 E., 21 MDM, NV Sec. 1 L5, L19
NV-19-09-081	T. 21 N., R 28 E., 21 MDM, NV Sec. 16 S2SE Sec. 18 L1, NENW
NV-19-09-084	T. 22 N., R 28 E., 21 MDM, NV Sec. 28 NESW Sec. 32 SWSE
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 22 NWNW
NV-19-09-121	T. 21 N., R 27 E., 21 MDM, NV Sec. 24 NWNW
NV-19-09-122	T. 21 N., R 27 E., 21 MDM, NV Sec. 2 L5, NWSE, SENW, SWNE
NV-19-09-123	T. 22 N., R 27 E., 21 MDM, NV Sec. 10 S2SE, E2SW
NV-19-09-124	T. 31 N., R 33 E., 21 MDM, NV Sec. 32 SESW
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 30 L2
NV-19-09-126	T. 23 N., R 27 E., 21 MDM, NV Sec. 21 S2NW, N2SW, SWSW, SWNE Sec. 24 SE, NENE
NV-19-09-130	T. 30 N., R 33 E., 21 MDM, NV Sec. 8 SENE, N2SE, SWSE Sec. 10 NWSW, SWSE
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 12 ALL Sec. 24 W2NW

NV-W-07-C-NSO

NV-19-09-141

T. 21 N., R 27 E., 21 MDM, NV
Sec. 12 E2SE, SENE
Sec. 14 NW, NWSW, SESE

NV-19-09-150

T. 31 N., R 33 E., 21 MDM, NV
Sec. L2, SENE
Sec. 14 L2, L2
Sec. 22 L10

NV-W-07-C-NSO

Trails
(NV-W-07-D-NSO)

Stipulation: No Surface Occupancy (NSO) will be applied directly on National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation and within National Trail Management Corridors. NSO may be applied to additional bordering lands; the extent will be dependent upon the topography and integrity of the setting surrounding individual trail segments along the designated NHT and National Historic Trail Corridor. Prior to the establishment of a National Trail Management Corridor, at a minimum, NSO will be applied 1/8-mile on either side of the center line of the trail (for a total of a 1/4-mile wide corridor). The center line will be established either through the GIS-based line provided by the Trail Administering Agency (NPS or BLM) or through GPS-based inventories uploaded on the Nevada Cultural Resource Inventory System (NVCRIIS).

Objective [Purpose]: To protect the National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation, and National Trail Management Corridor resources, qualities, values, and associated settings.

Exception: The Authorized Officer may grant an exception if, through the National Historic Preservation Act (NHPA) and Management of National Scenic and Historic Trails and Trails Under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements, it is determined that the action, as proposed or otherwise restricted, does not adversely affect the resource. An exception may be granted for actions designed to enhance the long-term utility or availability of the trail.

Modification: The Authorized Officer may modify the size and shape of the restricted area if the NHPA and Management of National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements indicate the proposed action does not adversely impact the resource.

Waiver: The restriction may be waived if the NHPA and Management of National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements determine that the described lands are not contributing elements to the resource. This determination can only come after consultation with the National Park Service, Nevada State Historic Preservation Office and other interested publics.

Parcel	Legal Land Description
NV-19-09-054	T. 22 N., R 28 E., 21 MDM, NV Sec. 1 ALL Sec. 2 ALL Sec. 10 E2 Sec. 12 ALL Sec. 14 E2, NW, NESW
NV-19-09-055	T. 22 N., R 28 E., 21 MDM, NV Sec. 24 ALL

NV-19-09-060	T. 32 N., R 23 E., 21 MDM, NV Sec. 22 SWNW
NV-19-09-062	T. 32 N., R 23 E., 21 MDM, NV Sec. 5 ALL Sec. 6 ALL Sec. 7 LOTS 1-2 Sec. 7 E2NW, E2 Sec. 8 ALL
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 16 W2 Sec. 17 E2, NW, E2SW Sec. 18 NENE Sec. 20 N2NE Sec. 21 N2
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 24 SW Sec. 25 NWNW Sec. 26 S2SW Sec. 31 LOTS 6-10, Sec. 31 SE Sec. 32 NWSW, S2SW Sec. 35 NW
NV-19-09-065	T. 33 N., R 24 E., 21 MDM, NV Sec. 18 NW
NV-19-09-084	T. 22 N., R 28 E., 21 MDM, NV Sec. 26 E2, NW, E2SW
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 22 E2, SW, SENW Sec. 32 E2, SW, SENW
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 20 NWNW, NENE Sec. 24 W2NW, NWNE Sec. 26 W2, W2NE
NV-19-09-126	T. 23 N., R 27 E., 21 MDM, NV Sec. 21 NW, W2SW, NESW, W2NE, NENE Sec. 22 S2 Sec. 24 ALL Sec. 26 N2N2, W2NE, NENE Sec. 32 LOTS 5-7 Sec. 32 NESW, S2NE, NWSE

NV-W-07-D-NSO

NV-19-09-127	T. 23 N., R 28 E., 21 MDM, NV Sec. 20 NW, N2SW Sec. 30 LOT 1
NV-19-09-129	T. 30 N., R 32 E., 21 MDM, NV Sec. 12 ALL Sec. 24 N2
NV-19-09-130	T. 30 N., R 30 E., 21 MDM, NV Sec. 4 LOTS 1, 4 Sec. 4 SW Sec. 8 E2 Sec. 16 SWNE
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 12 ALL Sec. 24 ALL Sec. 36 W2, SE, E2NE
NV-19-09-150	T. 31 N., R 33 E., 21 MDM, NV Sec. 2 LOTS 1-2, 20-21 Sec. 18 LOTS 6-7, 16-17

**Riparian Habitat Buffer
(NV-B,C,W-10-B-CSU)**

Stipulation: Controlled Surface Use (CSU) will be applied within 500 feet of riparian-wetland vegetation to protect the values and functions of these areas. An engineering plan or a study may be required by the operator that identifies the extent of the resource or how the resource will be managed or protected.

Objective [Purpose]: To protect the values and functions of riparian and wetland areas based on the nature, extent, and value of the area potentially affected.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not affect the resource. An exception may also be granted if the proponent, BLM, and other affected interests (e.g. NDOW) negotiate mitigation that would satisfactorily offset the anticipated negative impacts. An exception may be granted for actions designed to enhance the long-term utility or availability of the riparian habitat.

Modification: The Authorized Officer may modify the size and shape of the restricted area if an environmental analysis indicates the actual suitability of the land for the resource differs from that in the otherwise applicable restriction. Any modification authorized by this stipulation is subject to 43 C.F.R. 3101.1-4, including provisions requiring public review for issues of major public concern, or substantial modifications.

Waiver: The restriction may be waived if it is determined that the described lands do not contain the subject resource, or are incapable of serving the requirements of the resource and therefore no longer warrant consideration as a component necessary for protection of the resource. Any waiver authorized by this stipulation is subject to 43 C.F.R. 3101.1-4, including provisions requiring public review for issues of major public concern, or substantial waivers.

<u>Parcel #</u>	<u>Legal Description</u>
NV-19-09-027	T. 0010 S, R. 0400 E, 21 MDM, NV Sec. 024 ALL;
NV-19-09-028	T. 26 N., R 38 E., 21 MDM, NV Sec. 32 LOT 1 Sec. 36 SENE
NV-19-09-032	T. 0230N, R. 0370E, 21 MDM, NV Sec. 005 N2NE;
NV-19-09-033	T. 0230N, R. 0370E, 21 MDM, NV Sec. 006 NENE; Sec. 008 N2SW, SESW, SENW;

NV-19-09-043	T. 0230N, R. 0360E, 21 MDM, NV Sec. 001 NWSW;
NV-19-09-045	T. 0230N, R. 0360E, 21 MDM, NV Sec. 026 S2SW; Sec. 027 S2SE; Sec. 034 N2NE; Sec. 035 N2NW;
NV19-09-046	T. 0220N, R. 0360E, 21 MDM, NV Sec. 019 NENW;
NV-19-09-047	T. 0220N, R. 0360E, 21 MDM, NV Sec. 009 NWNE;
NV-19-09-048	T. 0220N, R. 0360E, 21 MDM, NV Sec. 003 W2NE, E2NW, N2SW, SWNW; Sec. 004 SENE, E2SE, SESW;
NV-19-09-049	T. 0220N, R. 0360E, 21 MDM, NV Sec. 016 S2NE, NWSE, NESW, SENW; Sec. 018 S2NE, N2SE, SESW, S2SW, NESW;
NV-19-09-059	T. 30 N., R 23 E., 21 MDM, NV Sec. 7 LOT 4
NV-19-09-060	T. 32 N., R 23 E., 21 MDM, NV Sec. 22 S2NW ; Sec. 23 NWNW;
NV-19-09-064	T. 33 N., R 24 E., 21 MDM, NV Sec. 26 SESE;
NV-19-09-081	T. 21 N., R 28 E., 21 MDM, NV Sec. 20 S2SW;
NV-19-09-086	T. 40 N., R 28 E., 21 MDM, NV Sec. 19 NWNE, S2NE, SENW; Sec. 20 SESE;

NV-19-09-091	T. 0220N, R. 0350E, 21 MDM, NV Sec. 025 N2NW; Sec. 027 SWSE, NESW;
NV-19-09-094	T. 0240N, R. 0370E, 21 MDM, NV Sec. 030 SWNE, NWSE, NESW, SENW;
NV-19-09-095	T. 0240N, R. 0370E, 21 MDM, NV Sec. 032 S2SE;
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 22 SESE;
NV-19-09-124	T. 31 N., R 33 E., 21 MDM, NV Sec. 32 E2SW;
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 30 W2;
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 36 NENE;
NV-19-09-150	T. 31 N., R 33 E., 21 MDM, NV Sec. 1 LOTS 2-3, 21, 29; Sec. 2 LOTS 2-3; T. 30 N., R 33 E., 21 MDM, NV Sec 36 LOTS 1-4;

**Soil Slopes >50 percent
(NV-W-11-D-NSO)**

Stipulation: No Surface Occupancy (NSO) will be applied to slopes greater than 50% (as mapped by the USGS 1:24,000 scale topographic maps or as determined by a BLM evaluation of the area).

Objective [Purpose]: To maintain soil productivity, provide necessary protection to prevent excessive soil erosion on steep slopes, to avoid areas subject to slope failure, mass wasting, piping, or having excessive reclamation problems.

Exception: The Authorized Officer may grant an exception if a staff review determines that the proposed action is of a scale (pipeline, vs. road, vs. well pad) or sited in a location or a site specific evaluation determines that the slope would not result in mass slope failure or accelerated erosion and the operator would be able to meet BLM's reclamation standards.

Modification: The Authorized Officer may modify the area subject to the stipulation based upon a BLM evaluation of the area. The stipulation and performance standards identified above may also be modified based on negative or positive monitoring results from similar proposed actions on similar sites or increased national or state performance standards.

Waiver: The restriction may be waived if it is determined that the described lands do not include lands with slopes greater than 50 percent. This determination shall be based upon USGS mapping and a BLM evaluation of the area.

Parcel #	Legal Land Description
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 16 N2NW
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 24 N2SW Sec. 26 S2SW Sec. 33 SE Sec. 34 S2, NE
NV-19-09-065	T. 32 N., R 24 E., 21 MDM, NV Sec. 18 ALL
NV-19-09-086	T. 40 N., R 28 E., 21 MDM, NV Sec. 17 S2SE Sec. 19 E2NE Sec. 20 N2
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 10 SE Sec. 22 NW, N2SW
NV-19-09-119	T. 22 N., R 25 E., 21 MDM, NV Sec. 36 NW, NWSW

NV-19-09-124	T. 31 N., R 33 E., 21 MDM, NV Sec. 32 E2SW, SENW
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 30 LOTS 1-2
NV-19-09-129	T. 30 N., R 32 E., 21 MDM, NV Sec. 12 NE, N2SE, SESE
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 36 E2E2, NENW
NV-19-09-150	T. 31 N., R 33 E., 21 MDM, NV Sec. 18 LOT 7

**Resource: Raptor Nest Sites
(NV-W-06-B-TL)**

Stipulation: Timing Limitation. Bald or Golden eagles or other raptors or their habitat may be present in the lease area or within the vicinity of the lease area. These species will be managed in accordance with FLPMA, the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Action (MBTA). The following timing restrictions apply.

Species	Location	Distance of Spatial Buffer Zone/Type of Restriction	Restriction Dates
Bald eagle	Nests	1/4 mile non-los and 1/2 mile los and 1 mile blasting	Jan 1 - Aug 31
	Winter roosts	1/2 mile	Dec. 1 - April 1
Northern goshawk	Nests (occupied)	1/4 mile	Feb 1 - Aug 31
	Previous Years Nests	1/2 mile los	Feb 1 - Aug 31
Golden eagle	Nests	1/4 mile non-los, 1/2 mile los	Feb 1 - Aug 31
Ferruginous hawk	Nests	1/4 mile non-los, 1/2 mile los	Mar. 1 - August 31
Red-tailed hawk	Nests	1/4 mile	Mar 1 - August 31
Swainson's hawk	Nests	1/4 mile non-los, 1/2 mile lose	Mar. 1 - August 31
Prarie falcon	Nests	1/4 mile	Mar. 1 - August 31
Burrowing owl	Nests	1/4 mile- Permanent disturbance or occupancy, 260 feet temporary disturbance	Mar. 1 - August 31
Flammulated owl	Nests	1/4 mile	April 1 0 Sept. 30.

Objective [Purpose]: To protect raptor nesting activities necessary to maintaining the critical life stages of existing raptor populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect raptor nest sites being protected by the restriction. An exception may also be granted if the proponent, BLM, and other affected interests, in consultation with Nevada Department of Wildlife, negotiate mitigation that would satisfactorily offset the anticipated impacts. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the Authorized Officer, in consultation with Nevada Department of Wildlife, determines that portions of the area can be occupied without adversely affecting raptor nesting activity. The dates for the timing restriction may be modified if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains raptor nest sites.

<u>Parcel #</u>	<u>Legal Land Description</u>
NV-19-09-001	ALL LANDS
NV-19-09-002	ALL LANDS
NV-19-09-028	ALL LANDS
NV-19-09-029	ALL LANDS
NV-19-09-037 THRU	ALL LANDS
NV-19-09-040	
NV-19-09-051	ALL LANDS
NV-19-09-053 THRU	ALL LANDS
NV-19-09-070	
NV-19-09-073 THRU	ALL LANDS
NV-19-09-081	
NV-19-09-083 THRU	ALL LANDS
NV-19-09-086	
NV-19-09-109	ALL LANDS
NV-19-09-118 THRU	ALL LANDS
NV-19-09-127	
NV-19-09-129 THRU	ALL LANDS
NV-19-09-131	

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
NVN098641

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 6140 Plumas St	
1b. City Reno	1c. State NV	1d. Zip Code 89519

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

Future rental payments must be made on or before the anniversary date to:
Office of Natural Resources Revenue (ONRR)
<http://www.onrr.gov/ReportPay/payments.htm>

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.0320N, R.0230E, 21 MDM, NV
Sec. 013 ALL;
014 NE,N2NW,SE; SENW,E2SW,SE;
016 W2;
017 ALL;

T.0320N, R.0230E, 21 MDM, NV
Sec. 018 LOTS 1-4;
018 E2,E2NW,E2SW;
019 LOTS 1-4;
019 E2,E2NW,E2SW;

T.0320N, R.0230E, 21 MDM, NV
Sec. 020 ALL;
021 ALL;

Total Acres in Lease 4666.320

Rental Retained \$ 9334.00

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:

NV-19-09-063

THE UNITED STATES OF AMERICA
BY Kemba K. Anderson
(Signing Official)
Kemba K. Anderson
(Printed Name)

Chief, Branch of Mineral Resources, Fluids OCT 16 2019
(Title) (Date)

EFFECTIVE DATE OF LEASE NOV 01 2019

Check if this is a converted lease

EFFECTIVE DATE OF LEASE CONVERSION _____

(Continued on page 2)

LESSEE

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. 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, produced between September 29, 2006 and September 29, 2011 (Pub. L. No. 109-338, § 102; note to 30 U.S.C. 362) for which the royalty rate is 2 percent. 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 communitization 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 communitization 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 special 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 assumption that each such lot or quarter-quarter section contains 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.

**BLM Nevada Standard Lease Notices
(NV-B,C,E,L,W-00-A-LN)**

These stipulations and notices apply to all parcels ALL LANDS and represent standard Best Management Practices for ensuring compliance with extant Federal Laws and resource protection.

T&E, Sensitive and Special Status Species

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 modification 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 as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation.

Migratory Birds

The Operator is responsible for compliance with provisions of the Migratory Bird Treaty Act by implementing measures to prevent take of migratory birds. Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 -July 31) risks a violation of the Migratory Bird Treaty Act. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

If surface disturbing activities must be implemented during the nesting season, a preconstruction survey for nesting migratory birds should be performed by a qualified wildlife biologist, during the breeding season (if work is not completed within a specified time frame, then additional surveys may be needed). If active nests are found, an appropriately-sized no surface disturbance buffer determined in coordination with the BLM biologist should be placed on the active nest until the nesting attempt has been completed. If no active nests are found, construction activities must occur within the survey validity time frame specified in the conditions of approval.

Cultural Resources and Tribal Consultation

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, Executive Order 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 (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) 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.

Fossils

This area has low to moderate potential for vertebrate paleontological resources, unless noted to have higher potential in a separate stipulation. This area may contain vertebrate paleontological resources. Inventory and/or on-site monitoring during disturbance or spot checking may be required of the operator. In the event that previously undiscovered paleontological resources are discovered in the performance of any surface disturbing activities, the item(s) or condition(s) will be left intact and immediately brought to

the attention of the authorized officer of the BLM. Operations within 250 feet of any such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

Water

The Operator is responsible for compliance with provisions of the Clean Water Act, Safe Drinking Water Act, and applicable State laws and regulations regarding protection of state water resources. Operators should contact Nevada Division of Water Resources and Nevada Division of Environmental Protection regarding necessary permits and compliance measures for any construction or other activities.

Mining Claims

This parcel may contain existing mining claims and/or mill sites located under the 1872 Mining Law. To the extent it does, the geothermal lessee must conduct its operations, so far as reasonably practicable, to avoid damage to any known deposit of any mineral for which any mining claim on this parcel is located, and should not endanger or unreasonably or materially interfere with the mining claimant's operations, including any existing surface or underground improvements, workings, or facilities which may have been made for the purpose of mining operations. The provisions of the Multiple Mineral Development Act (30 U.S.C. 521 et seq.) shall apply on the leased lands.

Fire

The following precautionary measures should be taken to prevent wildland fires. In the event your operations should start a fire, you could be held liable for all suppression costs.

- All vehicles should carry fire extinguishers and a minimum of 10 gallons of water.
- Adequate fire-fighting equipment i.e. shovel, pulaski, extinguisher(s) and a minimum 10 gallons of water should be kept at the drill site(s).
- Vehicle catalytic converters should be inspected often and cleaned of all brush and grass debris.
- When conducting welding operations, they should be conducted in an area free from or mostly free from vegetation. A minimum of 10 gallons water and a shovel should be on hand to extinguish any fires created from the sparks. Extra personnel should be at the welding site to watch for fires created by welding sparks.
- Report wildland fires immediately to the BLM Sierra Front Interagency Dispatch Center (SFIDC) at (775) 883-5995, or to the BLM Central Nevada Interagency Dispatch Center (CNIDC) at (775) 623-3444. Helpful information to reported is location (latitude and longitude if possible), what's burning, time started, who/what is near the fire and direction of fire spread.
- When conducting operations during the months of May through September, the operator must contact the BLM Carson City District Office, Division of Fire and Aviation at (775) 885-6000, BLM Ely District Office, Division of Fire and Aviation at (775) 289-1800, BLM Winnemucca District Office, Division of Fire and Aviation at (775) 623-1500, or the BLM Battle Mountain District Office, Division of Fire and Aviation at (775) 635-4000
To find out about any fire restrictions in place for the area of operation and to advise this office of approximate beginning and ending dates for your activities.

**Pronghorn Antelope Seasonal Habitat
(NV-W-01-A-TL)**

Stipulation: Timing Limitation (TL) -No surface activity within Pronghorn Antelope Crucial Winter Habitat from November 15 through April 30.

Objective [Purpose]: To protect Pronghorn Antelope Crucial Winter Habitat necessary to maintaining the critical life stages of Pronghorn wildlife populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Pronghorn Antelope and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts to Pronghorn Antelope and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain the crucial winter pronghorn habitat or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized Officer if new information indicates the dates are not valid for the leasehold.

Waiver: The restriction may be waived by the Authorized Officer if it is determined that the described lands do not contain suitable pronghorn habitat, or are otherwise incapable of serving the requirements of for the species and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description
NV-19-09-062	T. 32 N., R 23 E., 21 MDM, NV Sec. 05 LOTS 1-4 Sec. 05 S2N2, SE, E2SW, NWSW Sec. 08 NE, E2SE
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, N Sec. 16 NW
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 24 SW Sec. 31 SE Sec. 32 SW
NV-19-09-065	T. 33 N., R 24 E., 21 MDM, NV Sec. 18 NW

NV-19-09-078

T. 45 N., R 27 E., 21 MDM, NV
Sec. 34 NENE, S2NE, SE
Sec. 35 ALL

T. 44 N., R 27 E., 21 MDM, NV
Sec. 01 LOTS 6-10, 16
Sec. 02 ALL
Sec. 03 LOTS 1-4
Sec. 03 S2N2, S2
Sec. 04 SE

NV-19-09-079

T. 45 N., R 27 E., 21 MDM, NV
Sec. 14 ALL
Sec. 15 NE E2SE
Sec. 23 ALL
Sec. 26 ALL

NV-W-01-A-TL

**Sites Eligible for National Register of Historic Places
(NV-W-07-C-NSO)**

Stipulation: No surface occupancy (NSO) in areas containing NRHP eligible, listed and unevaluated sites and TCPs. To accomplish this, any quarter-quarter-quarter section (10-acre parcel) within or intersected by the site would be subject to NSO. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the National Historic Preservation Act (NHPA) requirements and Native American consultation process. Additional lands outside of the designated boundaries of sites may be added to the NSO restriction to the extent necessary to protect values where the setting and integrity is critical to their designation or eligibility (see WD RMP Action D-MR 4.1.3).

Objective: Protection of National Register of Historic Places Sites

Exception: The Authorized Officer may grant an exception if through the NHPA requirements, it is determined that the action, as proposed, does not adversely affect the long-term integrity or use of the TCP or the integrity of the site, or if the adverse effect can be mitigated. For TCPs, an exception may also be granted if the proponent, BLM, and the affected Tribe or tribal members negotiate mitigation that would satisfactorily offset the anticipated negative impacts.

Modification: The Authorized Officer may modify the size and shape of the restricted area if the NHPA requirements and/or Native American consultation indicate the site differs from that described in the original stipulation. Modifications may be made to allow for an increasing level of environmental protection when changing circumstances warrant stronger measures to meet goals, objectives, and outcomes identified in this RMP and any future amendments (see WO IM- 2010-117 [Oil and Gas Leasing Reform – Land Use Planning and Lease Parcel Reviews]).

Waiver: The restriction may be waived if it is determined that the described lands are not, in fact, part of a National Register of Historic Places eligible or listed site. This determination would be made as a part of the NHPA requirements and in consultation with the affected tribes.

Parcel #	Legal Land Description
NV-19-09-028	T. 26 N., R 38 E., 21 MDM, NV Sec. 32 L1, L2, L7, L8, N2SE, SESE
NV-19-09-029	T. 26 N., R 38 E., 21 MDM, NV Sec. 28 W2SW, NWSE Sec. 29 L1, SWSW
NV-19-09-037	T. 25 N., R 38 E., 21 MDM, NV Sec. 14 SWSW Sec. 15 SESE Sec. 16 W2SE
NV-19-09-040	T. 25 N., R 38 E., 21 MDM, NV Sec. 22 NENE Sec. 23 NENE

NV-19-09-051	T. 36 N., R 34 E., 21 MDM, NV Sec. 28 S2S2
NV-19-09-054	T. 22 N., R 28 E., 21 MDM, NV Sec. 1 L1, L2, L4, SWSW Sec. 2 L1-L3, E2SW, SWNE, SENW Sec. 10 E2NE, NESE Sec. 12 S2SW
NV-19-09-055	T. 22 N., R 28 E., 21 MDM, NV Sec. 24 W2SW, NWSW Sec. 28 NESW
NV-19-09-056	T. 29 N., R 23 E., 21 MDM, NV Sec. 4 L1-L3 Sec. 8 L4 Sec. 9 L2, L4
NV-19-09-059	T. 30 N., R 23 E., 21 MDM, NV Sec. 7 SESW, SWSE
NV-19-09-060	T. 32 N., R 23 E., 21 MDM, NV Sec. 22 SWNW Sec. 23 NWNW Sec. 29 S2NW, NENW, NWSW, N2NE, SWNE Sec. 30 L4, SESW, SE, NENE Sec. 31 E2NW
NV-19-09-061	T. 32 N., R 23 E., 21 MDM, NV Sec. 32 SENW, SWNE Sec. 34 NENW
NV-19-09-062	T. 321 N., R 23 E., 21 MDM, NV Sec. 11 SESE Sec. 12 N2SW, SWSW, NWSE, S2NE, NENE
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 14 SENW, NESW, W2NE, NENE Sec. 16 W2W2, E2SW Sec. 17 NENW, SWNW, E2SE, SESW Sec. 18 L3, L4, SESW, W2SE, SWNE Sec. 19 SE, SENE Sec. 20 W2SW, SESE, SENW, W2NE, NENE Sec. 21 NE, NWSE, E2SW, SWSW
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 31 L7

NV-19-09-066	T. 21 N., R 26 E., 21 MDM, NV Sec. 24 E2SE
NV-19-09-073	T. 27 N., R 27 E., 21 MDM, NV Sec. 21 S2SW
NV-19-09-075	T. 27 N., R 27 E., 21 MDM, NV Sec. 28 N2NW, SENW
NV-19-09-078	T. 44 N., R 27 E., 21 MDM, NV Sec. 1 L5, L19
NV-19-09-081	T. 21 N., R 28 E., 21 MDM, NV Sec. 16 S2SE Sec. 18 L1, NENW
NV-19-09-084	T. 22 N., R 28 E., 21 MDM, NV Sec. 28 NESW Sec. 32 SWSE
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 22 NWNW
NV-19-09-121	T. 21 N., R 27 E., 21 MDM, NV Sec. 24 NWNW
NV-19-09-122	T. 21 N., R 27 E., 21 MDM, NV Sec. 2 L5, NWSE, SENW, SWNE
NV-19-09-123	T. 22 N., R 27 E., 21 MDM, NV Sec. 10 S2SE, E2SW
NV-19-09-124	T. 31 N., R 33 E., 21 MDM, NV Sec. 32 SESW
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 30 L2
NV-19-09-126	T. 23 N., R 27 E., 21 MDM, NV Sec. 21 S2NW, N2SW, SWSW, SWNE Sec. 24 SE, NENE
NV-19-09-130	T. 30 N., R 33 E., 21 MDM, NV Sec. 8 SENE, N2SE, SWSE Sec. 10 NWSW, SWSE
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 12 ALL Sec. 24 W2NW

NV-W-07-C-NSO

NV-19-09-141

T. 21 N., R 27 E., 21 MDM, NV
Sec. 12 E2SE, SENE
Sec. 14 NW, NWSW, SESE

NV-19-09-150

T. 31 N., R 33 E., 21 MDM, NV
Sec. L2, SENE
Sec. 14 L2, L2
Sec. 22 L10

NV-W-07-C-NSO

Trails
(NV-W-07-D-NSO)

Stipulation: No Surface Occupancy (NSO) will be applied directly on National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation and within National Trail Management Corridors. NSO may be applied to additional bordering lands; the extent will be dependent upon the topography and integrity of the setting surrounding individual trail segments along the designated NHT and National Historic Trail Corridor. Prior to the establishment of a National Trail Management Corridor, at a minimum, NSO will be applied 1/8-mile on either side of the center line of the trail (for a total of a 1/4-mile wide corridor). The center line will be established either through the GIS-based line provided by the Trail Administering Agency (NPS or BLM) or through GPS-based inventories uploaded on the Nevada Cultural Resource Inventory System (NVCRIS).

Objective [Purpose]: To protect the National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation, and National Trail Management Corridor resources, qualities, values, and associated settings.

Exception: The Authorized Officer may grant an exception if, through the National Historic Preservation Act (NHPA) and Management of National Scenic and Historic Trails and Trails Under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements, it is determined that the action, as proposed or otherwise restricted, does not adversely affect the resource. An exception may be granted for actions designed to enhance the long-term utility or availability of the trail.

Modification: The Authorized Officer may modify the size and shape of the restricted area if the NHPA and Management of National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements indicate the proposed action does not adversely impact the resource.

Waiver: The restriction may be waived if the NHPA and Management of National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements determine that the described lands are not contributing elements to the resource. This determination can only come after consultation with the National Park Service, Nevada State Historic Preservation Office and other interested publics.

Parcel	Legal Land Description
NV-19-09-054	T. 22 N., R 28 E., 21 MDM, NV Sec. 1 ALL Sec. 2 ALL Sec. 10 E2 Sec. 12 ALL Sec. 14 E2, NW, NESW
NV-19-09-055	T. 22 N., R 28 E., 21 MDM, NV Sec. 24 ALL

NV-19-09-060	T. 32 N., R 23 E., 21 MDM, NV Sec. 22 SWNW
NV-19-09-062	T. 32 N., R 23 E., 21 MDM, NV Sec. 5 ALL Sec. 6 ALL Sec. 7 LOTS 1-2 Sec. 7 E2NW, E2 Sec. 8 ALL
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 16 W2 Sec. 17 E2, NW, E2SW Sec. 18 NENE Sec. 20 N2NE Sec. 21 N2
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 24 SW Sec. 25 NWNW Sec. 26 S2SW Sec. 31 LOTS 6-10, Sec. 31 SE Sec. 32 NWSW, S2SW Sec. 35 NW
NV-19-09-065	T. 33 N., R 24 E., 21 MDM, NV Sec. 18 NW
NV-19-09-084	T. 22 N., R 28 E., 21 MDM, NV Sec. 26 E2, NW, E2SW
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 22 E2, SW, SENW Sec. 32 E2, SW, SENW
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 20 NWNW, NENE Sec. 24 W2NW, NWNE Sec. 26 W2, W2NE
NV-19-09-126	T. 23 N., R 27 E., 21 MDM, NV Sec. 21 NW, W2SW, NESW, W2NE, NENE Sec. 22 S2 Sec. 24 ALL Sec. 26 N2N2, W2NE, NENE Sec. 32 LOTS 5-7 Sec. 32 NESW, S2NE, NWSE

NV-19-09-127	T. 23 N., R 28 E., 21 MDM, NV Sec. 20 NW, N2SW Sec. 30 LOT 1
NV-19-09-129	T. 30 N., R 32 E., 21 MDM, NV Sec. 12 ALL Sec. 24 N2
NV-19-09-130	T. 30 N., R 30 E., 21 MDM, NV Sec. 4 LOTS 1, 4 Sec. 4 SW Sec. 8 E2 Sec. 16 SWNE
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 12 ALL Sec. 24 ALL Sec. 36 W2, SE, E2NE
NV-19-09-150	T. 31 N., R 33 E., 21 MDM, NV Sec. 2 LOTS 1-2, 20-21 Sec. 18 LOTS 6-7, 16-17

**Soil Slopes 15 - 50 percent
(NV-W-11-C-CSU)**

Stipulation: Controlled Surface Use (CSU) Controlled Surface Use will be applied to lands with slopes greater than 15% and less than 50% (As mapped by the USGS 1:24,000 scale topographic maps or as determined by a BLM). Prior to surface disturbance on slopes greater than 15% a site –specific construction, stabilization, and reclamation plan must be submitted to the BLM by the applicant as a component of the Geothermal Drilling/Application for Permit to Drill – Plan of Operations. The operator may not initiate surface disturbing activities unless the BLM Authorized Officer has approved the Plan or approved it with conditions.

The plan must demonstrate to the Authorized Officer’s satisfaction how the operator will meet the following performance standards:

- Soil stability is maintained preventing slope failure and wind or water erosion
- The site will be stable with no evidence of accelerated erosion features
- The rate of soil erosion will be controlled to maintain or improve soil quality and sustainability. The disturbed soils shall have characteristics that approximate the reference site with regard to quantitative and qualitative soil erosion indicators described in H-7100-1 Soil Inventory, Monitoring, and Management Handbook.
- Sufficient topsoil is maintained for ensuring successful final reclamation. At locations where interim reclamation will be completed, this will be accomplished by re-spreading the topsoil over the areas of interim reclamation.
- The original landform and site productivity will be partially restored during interim reclamation and fully restored as a result of final reclamation.

Objective [Purpose]: To maintain soil productivity, provide necessary protection to prevent excessive soil erosion on steep slopes, to avoid areas subject to slope failure, mass wasting, piping, or having excessive reclamation problems, and to ensure successful interim and final reclamation.

Exception: The BLM authorized officer may grant an exception if a staff review determines that the proposed action is of a scale (pipeline, vs. road, vs. well pad) or sited in a location or a site specific evaluation determines that the slope does not exceed 15%, so that the proposed action would not result in a failure to meet the performance standards listed above.

Modification: The authorized officer may modify the area subject to the stipulation based upon a BLM evaluation of the area. The stipulation and performance standards identified above may also be modified based on negative or positive monitoring results from similar proposed actions on similar sites or increased national or state performance standards.

Waiver: The restriction may be waived if it is determined that the described lands do not include lands with slopes greater than 15%. This determination shall be based upon USGS mapping and a BLM evaluation of the area.

Parcel #	Legal Land Description
NV-19-09-002	T. 27 N., R 28 E., 21 MDM, NV Sec. 2 ALL Sec. 26 SENE, N2SE Sec. 34 NESE. SESE
NV-19-09-028	T. 26 N., R 38 E., 21 MDM, NV Sec. 30 LOTS 1-3 Sec. 30 NENW, SENW
NV-19-09-029	T. 26 N., R 38 E., 21 MDM, NV Sec. 19 SE Sec. 20 ALL Sec. 21 ALL Sec. 22 W2, NE, NWSE Sec. 23 W2SW Sec. 27 NW Sec. 28 N2, SW, N2SE Sec. 29 LOTS 1-2, Sec. 29 N2, N2SW Sec. 30 N2NE
NV-19-09-054	T. 22 N., R 28 E., 21 MDM, NV Sec. 10 SW, S2NW, NENW, W2NE, W2SE, SESE Sec. 14 W2, SE, W2NE, SENE
NV-19-09-055	T. 22 N., R 28 E., 21 MDM, NV Sec. 22 W2NW, NENW Sec. 24 W2, NE, NWSE Sec. 28 E2, NW, N2SW, SESW
NV-19-09-058	T. 32 N., R 22 E., 21 MDM, NV Sec. 24 ALL Sec. 25 ALL
NV-19-09-060	T. 32 N., R 23 E., 21 MDM, NV Sec. 30 LOTS 1-2 Sec. 30 NENW
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 18 SESW, SWSE, SESE Sec. 19 LOTS 2-4 Sec. 19 E2W2, NE, NWSE
NV-19-09-067	T. 21 N., R 26 E., 21 MDM, NV Sec. 2 ALL Sec. 3 SENW Sec. 10 N2, N2SE Sec. 16 SWNE
NV-19-09-068	T. 22 N., R 26 E., 21 MDM, NV Sec. 20 E2E2, S2S2;

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NV-19-09-070	T. 22 N., R 27 E., 21 MDM, NV Sec. 2 ALL
NV-19-09-073	T. 27 N., R 27 E., 21 MDM, NV Sec. 12 E2NE
NV-19-09-078	T. 45 N., R 27 E., 21 MDM, NV Sec. 34 ALL Sec. 35 ALL T. 44 N., R 27 E., 21 MDM, NV Sec. 3 LOTS 1-4 Sec. 3 S2NW Sec. 4 ALL
NV-19-09-079	T. 45 N., R 27 E., 21 MDM, NV Sec. 14 ALL Sec. 15 ALL Sec. 22 ALL Sec. 23 ALL Sec. 26 ALL Sec. 27 ALL Sec. 33 ALL
NV-19-09-083	T. 40 N., R 27 E., 21 MDM, NV Sec. 15 ALL Sec. 22 ALL Sec. 23 SWNW, NWSW Sec. 27 ALL
NV-19-09-084	T. 22 N., R 28 E., 21 MDM, NV Sec. 32 NW, N2SW, SWSW
NV-19-09-085	T. 28 N., R 28 E., 21 MDM, NV Sec. 22 ALL Sec. 26 ALL Sec. 34 S2, NW
NV-19-09-086	T. 40 N., R 28 E., 21 MDM, NV Sec. 17 SWSE Sec. 19 SENE, N2NE Sec. 20 N2NW, SWNE
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 10 N2SE Sec. 22 ALL
NV-19-09-119	T. 22 N., R 25 E., 21 MDM, NV Sec. 36 W2NW, SESE
NV-19-09-122	T. 21 N., R 27 E., 21 MDM, NV Sec. 2 N2 Sec. 4 ALL Sec. 6 LOTS 16-18, 21-23 Sec. 8 ALL Sec. 10 LOTS 2-3

NV-19-09-123	T. 22 N., R 27 E., 21 MDM, NV Sec. 4 ALL Sec. 10 N2, SW, W2SE Sec. 12 N2, N2S2, SWSW Sec. 24 LOTS 1-4 Sec. 24 SW, W2E2, S2NW Sec. 34 LOTS 1-3 Sec. 34 NESW, NWSN2NW, NENE
NV-19-09-124	T. 31 N., R 33 E., 21 MDM, NV Sec. 34 E2NE
NV-19-09-125	T. 32N., R 33 E., 21 MDM, NV Sec. 24 LOTS 3-4 Sec. 25 SWSW Sec. 26 E2E2, SWSE Sec. 36 NW
NV-19-09-126	T. 23 N., R 27 E., 21 MDM, NV Sec. 22 SESE Sec. 24 W2W2, NENW Sec. 25 E2, E2W2, SWNW, SWSW Sec. 32 LOTS 5-7, 9-10 Sec. 32 NESW, NWSE, S2NE, NWNE Sec. 34 S2, SENE Sec. 36 ALL
NV-19-09-127	T. 23 N., R 28 E., 21 MDM, NV Sec. 20 W2SW, SESW, SWNW Sec. 30 ALL
NV-19-09-141	T. 21 N., R 27 E., 21 MDM, NV Sec. 8 ALL Sec. 10 LOTS 2-3 Sec. 14 SE, NESW, SENE Sec. 18 LOTS 1-2, 7 Sec. 18 NE, E2NW
NV-19-09-150	T. 31 N., R 33 E., 21 MDM, NV Sec. 1 ALL Sec. 2 LOTS 17, 21-33 Sec. 14 W2 Sec. 22 LOTS 1, 8-12

**Soil Slopes >50 percent
(NV-W-11-D-NSO)**

Stipulation: No Surface Occupancy (NSO) will be applied to slopes greater than 50% (as mapped by the USGS 1:24,000 scale topographic maps or as determined by a BLM evaluation of the area).

Objective [Purpose]: To maintain soil productivity, provide necessary protection to prevent excessive soil erosion on steep slopes, to avoid areas subject to slope failure, mass wasting, piping, or having excessive reclamation problems.

Exception: The Authorized Officer may grant an exception if a staff review determines that the proposed action is of a scale (pipeline, vs. road, vs. well pad) or sited in a location or a site specific evaluation determines that the slope would not result in mass slope failure or accelerated erosion and the operator would be able to meet BLM's reclamation standards.

Modification: The Authorized Officer may modify the area subject to the stipulation based upon a BLM evaluation of the area. The stipulation and performance standards identified above may also be modified based on negative or positive monitoring results from similar proposed actions on similar sites or increased national or state performance standards.

Waiver: The restriction may be waived if it is determined that the described lands do not include lands with slopes greater than 50 percent. This determination shall be based upon USGS mapping and a BLM evaluation of the area.

Parcel #	Legal Land Description
NV-19-09-063	T. 32 N., R 23 E., 21 MDM, NV Sec. 16 N2NW
NV-19-09-064	T. 33 N., R 23 E., 21 MDM, NV Sec. 24 N2SW Sec. 26 S2SW Sec. 33 SE Sec. 34 S2, NE
NV-19-09-065	T. 32 N., R 24 E., 21 MDM, NV Sec. 18 ALL
NV-19-09-086	T. 40 N., R 28 E., 21 MDM, NV Sec. 17 S2SE Sec. 19 E2NE Sec. 20 N2
NV-19-09-118	T. 21 N., R 25 E., 21 MDM, NV Sec. 10 SE Sec. 22 NW, N2SW
NV-19-09-119	T. 22 N., R 25 E., 21 MDM, NV Sec. 36 NW, NWSW

NV-19-09-124	T. 31 N., R 33 E., 21 MDM, NV Sec. 32 E2SW, SENW
NV-19-09-125	T. 32 N., R 33 E., 21 MDM, NV Sec. 30 LOTS 1-2
NV-19-09-129	T. 30 N., R 32 E., 21 MDM, NV Sec. 12 NE, N2SE, SESE
NV-19-09-131	T. 31 N., R 32 E., 21 MDM, NV Sec. 36 E2E2, NENW
NV-19-09-150	T. 31 N., R 33 E., 21 MDM, NV Sec. 18 LOT 7

**Resource: Raptor Nest Sites
(NV-W-06-B-TL)**

Stipulation: Timing Limitation. Bald or Golden eagles or other raptors or their habitat may be present in the lease area or within the vicinity of the lease area. These species will be managed in accordance with FLPMA, the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Action (MBTA). The following timing restrictions apply.

Species	Location	Distance of Spatial Buffer Zone/Type of Restriction	Restriction Dates
Bald eagle	Nests	1/4 mile non-los and 1/2 mile los and 1 mile blasting	Jan 1 - Aug 31
	Winter roosts	1/2 mile	Dec. 1 - April 1
Northern goshawk	Nests (occupied)	1/4 mile	Feb 1 - Aug 31
	Previous Years Nests	1/2 mile los	Feb 1 - Aug 31
Golden eagle	Nests	1/4 mile non-los, 1/2 mile los	Feb 1 - Aug 31
Ferruginous hawk	Nests	1/4 mile non-los, 1/2 mile los	Mar. 1 - August 31
Red-tailed hawk	Nests	1/4 mile	Mar 1 - August 31
Swainson's hawk	Nests	1/4 mile non-los, 1/2 mile lose	Mar. 1 - August 31
Prarie falcon	Nests	1/4 mile	Mar. 1 - August 31
Burrowing owl	Nests	1/4 mile- Permanent disturbance or occupancy, 260 feet temporary disturbance	Mar. 1 - August 31
Flammulated owl	Nests	1/4 mile	April 1 0 Sept. 30.

Objective [Purpose]: To protect raptor nesting activities necessary to maintaining the critical life stages of existing raptor populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect raptor nest sites being protected by the restriction. An exception may also be granted if the proponent, BLM, and other affected interests, in consultation with Nevada Department of Wildlife, negotiate mitigation that would satisfactorily offset the anticipated impacts. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the Authorized Officer, in consultation with Nevada Department of Wildlife, determines that portions of the area can be occupied without adversely affecting raptor nesting activity. The dates for the timing restriction may be modified if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains raptor nest sites.

<u>Parcel #</u>	<u>Legal Land Description</u>
NV-19-09-001	ALL LANDS
NV-19-09-002	ALL LANDS
NV-19-09-028	ALL LANDS
NV-19-09-029	ALL LANDS
NV-19-09-037	ALL LANDS
THRU	
NV-19-09-040	ALL LANDS
NV-19-09-051	ALL LANDS
NV-19-09-053	ALL LANDS
THRU	
NV-19-09-070	ALL LANDS
NV-19-09-073	ALL LANDS
THRU	
NV-19-09-081	ALL LANDS
NV-19-09-083	ALL LANDS
THRU	
NV-19-09-086	ALL LANDS
NV-19-09-109	ALL LANDS
NV-19-09-118	ALL LANDS
THRU	
NV-19-09-127	ALL LANDS
NV-19-09-129	ALL LANDS
THRU	
NV-19-09-131	ALL LANDS

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
NVN100029

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 6140 Plumas Street
1b. City Reno	1c. State NV	1d. Zip Code 89519

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

Future rental payments must be made on or before the anniversary date to:
Office of Natural Resources Revenue (ONRR)
<http://www.onrr.gov/ReportPay/payments.htm>

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.0320N., R.0230E., 21 MDM, NV
Sec. 015 LOTS 6-7;
016 LOTS 2-6;
016 NWNE;

Total Acres in Lease 250.450

Rental Retained \$ 502.00

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: <input checked="" type="checkbox"/> Competitive <input type="checkbox"/> Noncompetitive <input type="checkbox"/> Noncompetitive direct use (43 CFR subpart 3205)	THE UNITED STATES OF AMERICA BY <u>Kemba K. Anderson</u> (Signing Official) Kemba K. Anderson (Printed Name) Chief, Branch of Mineral Resources, Fluids <u>11/12/2020</u> (Title) (Date) EFFECTIVE DATE OF LEASE <u>12/01/2020</u> Check if this is a converted lease <input type="checkbox"/> EFFECTIVE DATE OF LEASE CONVERSION _____
Comments: NV-20-10-001	

(Continued on page 2)

LESSEE

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. 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, produced between September 29, 2006 and September 29, 2011 (Pub. L. No. 109-338, §102; note to 30 U.S.C. 362) for which the royalty rate is 2 percent. 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 communitization 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 communitization 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 special 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 assumption that each such lot or quarter-quarter section contains 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.

BLM Nevada Standard Lease Notices
(NV-B,C,W-00-A-LN)

These lease notices apply to all parcels all lands and represent standard Best Management Practices for ensuring compliance with extant Federal Laws and resource protection.

T&E, Sensitive and Special Status Species

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 modification 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 as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation.

Migratory Birds

The Operator is responsible for compliance with provisions of the Migratory Bird Treaty Act by implementing measures to prevent take of migratory birds. Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 - July 31) risks a violation of the Migratory Bird Treaty Act. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

If surface disturbing activities must be implemented during the nesting season, a preconstruction survey for nesting migratory birds should be performed by a qualified wildlife biologist, during the breeding season (if work is not completed within a specified time frame, then additional surveys may be needed). If active nests are found, an appropriately-sized no surface disturbance buffer determined in coordination with the BLM biologist should be placed on the active nest until the nesting attempt has been completed. If no active nests are found, construction activities must occur within the survey validity time frame specified in the conditions of approval.

Cultural Resources and Tribal Consultation

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, Executive Order 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 (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) 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.

Fossils

This area has low to moderate potential for vertebrate paleontological resources, unless noted to have higher potential in a separate stipulation. This area may contain vertebrate paleontological resources. Inventory and/or on-site monitoring during disturbance or spot checking may be required of the operator. In the event that previously undiscovered paleontological resources are discovered in the performance of any surface disturbing activities, the item(s) or condition(s) will be left intact and immediately brought to the attention of the authorized officer of the BLM. Operations within 250 feet of any such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

Water

The Operator is responsible for compliance with provisions of the Clean Water Act, Safe Drinking Water Act, and applicable State laws and regulations regarding protection of state water resources. Operators should contact Nevada Division of Water Resources and Nevada Division of Environmental Protection regarding necessary permits and compliance measures for any construction or other activities.

Mining Claims

This parcel may contain existing mining claims and/or mill sites located under the 1872 Mining Law. To the extent it does, the geothermal lessee must conduct its operations, so far as reasonably practicable, to avoid damage to any known deposit of any mineral for which any mining claim on this parcel is located, and should not endanger or unreasonably or materially interfere with the mining claimant's operations, including any existing surface or underground improvements, workings, or facilities which may have been made for the purpose of mining operations. The provisions of the Multiple Mineral Development Act (30 U.S.C. 521 et seq.) shall apply on the leased lands.

Fire

The following precautionary measures should be taken to prevent wildland fires. In the event your operations should start a fire, you could be held liable for all suppression costs.

- All vehicles should carry fire extinguishers and a minimum of 10 gallons of water.
- Adequate fire-fighting equipment i.e. shovel, pulaski, extinguisher(s) and a minimum 10 gallons of water should be kept at the drill site(s).
- Vehicle catalytic converters should be inspected often and cleaned of all brush and grass debris.
- When conducting welding operations, they should be conducted in an area free from or mostly free from vegetation. A minimum of 10 gallons water and a shovel should be on hand to extinguish any fires created from the sparks. Extra personnel should be at the welding site to watch for fires created by welding sparks.

- Report wildland fires immediately to the BLM Central Nevada Interagency Dispatch Center (CNIDC) at (775) 623-3444. Helpful information to reported is location (latitude and longitude if possible), what's burning, time started, who/what is near the fire and direction of fire spread.
- When conducting operations during the months of May through September, the operator must contact the BLM Battle Mountain District Office, Division of Fire and Aviation at (775) 635-4000 to find out about any fire restrictions in place for the area of operation and to advise this office of approximate beginning and ending dates for your activities.

**Pronghorn Antelope Seasonal Habitat
(#NV-W-01-A-TL)**

Stipulation: Timing Limitation (TL) -No surface activity within Pronghorn Antelope Crucial Winter Habitat from November 15 through April 30.

Objective [Purpose]: To protect Pronghorn Antelope Crucial Winter Habitat necessary to maintaining the critical life stages of Pronghorn wildlife populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect the Pronghorn Antelope and its habitat. An exception may also be granted if the proponent, BLM, and other affected interests negotiate mitigation that would satisfactorily offset the anticipated impacts to Pronghorn Antelope and its habitat. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the authorized officer, in consultation with Nevada Department of Wildlife, determines that portions of the area no longer contain the crucial winter pronghorn habitat or that the proposed action would not affect the species and habitat. The dates for the timing restriction may also be modified by the Authorized Officer if new information indicates the dates are not valid for the leasehold.

Waiver: The restriction may be waived by the Authorized Officer if it is determined that the described lands do not contain suitable pronghorn habitat, or are otherwise incapable of serving the requirements of for the species and therefore no longer warrant consideration as a component necessary for their protection.

Parcel #	Legal Land Description
NV-20-10-001	T.0320N, R.0230E, 21 MDM, NV Sec. 016 LOT 2; 016 NWNE;

**Resource: Raptor Nest Sites
(NV-W-06-B-TL)**

Stipulation: Timing Limitation. Bald or Golden eagles or other raptors or their habitat may be present in the lease area or within the vicinity of the lease area. These species will be managed in accordance with FLPMA, the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Action (MBTA). The following timing restrictions apply.

Species	Location	Distance of Spatial Buffer Zone/Type of Restriction	Restriction Dates
Bald eagle	Nests	1/4 mile non-los and 1/2 mile los and 1 mile blasting	Jan 1 - Aug 31
	Winter roosts	1/2 mile	Dec. 1 - April 1
Northern goshawk	Nests (occupied)	1/4 mile	Feb 1 - Aug 31
	Previous Years Nests	1/2 mile los	Feb 1 - Aug 31
Golden eagle	Nests	1/4 mile non-los, 1/2 mile los	Feb 1 - Aug 31
Ferruginous hawk	Nests	1/4 mile non-los, 1/2 mile los	Mar. 1 - August 31
Red-tailed hawk	Nests	1/4 mile	Mar 1 - August 31
Swainson's hawk	Nests	1/4 mile non-los, 1/2 mile lose	Mar. 1 - August 31
Prarie falcon	Nests	1/4 mile	Mar. 1 - August 31
Burrowing owl	Nests	1/4 mile- Permanent disturbance or occupancy, 260 feet temporary disturbance	Mar. 1 - August 31
Flammulated owl	Nests	1/4 mile	April 1 0 Sept. 30.

Objective [Purpose]: To protect raptor nesting activities necessary to maintaining the critical life stages of existing raptor populations.

Exception: The Authorized Officer may grant an exception if an environmental review determines that the action, as proposed or otherwise restricted, does not adversely affect raptor nest sites being protected by the restriction. An exception may also be granted if the proponent, BLM, and other affected interests, in consultation with Nevada Department of Wildlife, negotiate mitigation that would satisfactorily offset the anticipated impacts. An exception may be granted for actions designed to enhance the long-term utility or availability of the habitat.

Modification: The boundaries of the stipulated area may be modified if the Authorized Officer, in consultation with Nevada Department of Wildlife, determines that portions of the area can be occupied without adversely affecting raptor nesting activity. The dates for the timing restriction may be modified if new information indicates the dates are not valid for the leasehold.

Waiver: The stipulation may be waived if the authorized officer, in consultation with Nevada Department of Wildlife determines that the entire leasehold no longer contains raptor nest sites.

Parcel #	Legal Land Description
NV-20-10-001	ALL LANDS
NV-20-10-004	ALL LANDS
NV-20-10-022	ALL LANDS
NV-20-10-024	ALL LANDS
NV-20-10-029	ALL LANDS
NV-20-10-030	ALL LANDS

Trails
(#NV-W-07-D-NSO)

Stipulation: No Surface Occupancy (NSO) will be applied directly on National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation and within National Trail Management Corridors. NSO may be applied to additional bordering lands; the extent will be dependent upon the topography and integrity of the setting surrounding individual trail segments along the designated NHT and National Historic Trail Corridor. Prior to the establishment of a National Trail Management Corridor, at a minimum, NSO will be applied 1/8-mile on either side of the center line of the trail (for a total of a 1/4-mile wide corridor). The center line will be established either through the GIS-based line provided by the Trail Administering Agency (NPS or BLM) or through GPS-based inventories uploaded on the Nevada Cultural Resource Inventory System (NVCRIS).

Objective [Purpose]: To protect the National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation, and National Trail Management Corridor resources, qualities, values, and associated settings.

Exception: The Authorized Officer may grant an exception if, through the National Historic Preservation Act (NHPA) and Management of National Scenic and Historic Trails and Trails Under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements, it is determined that the action, as proposed or otherwise restricted, does not adversely affect the resource. An exception may be granted for actions designed to enhance the long-term utility or availability of the trail.

Modification: The Authorized Officer may modify the size and shape of the restricted area if the NHPA and Management of National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements indicate the proposed action does not adversely impact the resource.

Waiver: The restriction may be waived if the NHPA and Management of National Scenic and Historic Trails and Trails under Study or Recommended as Suitable for Congressional Designation Manual 6280 requirements determine that the described lands are not contributing elements to the resource. This determination can only come after consultation with the National Park Service, Nevada State Historic Preservation Office and other interested publics.

Parcel #	Legal Land Description
NV-20-10-001	T.0320N, R.0230E, 21 MDM, NV Sec. 015 LOTS 6-7; 016 LOTS 2-6; 016 NWNE;
NV-20-10-004	T.0210N, R.0250E, 21 MDM, NV Sec. 002 LOTS 1-2; 002 S2NE,SE;
NV-20-10-029	T.0350N, R.0430E, 21 MDM, NV

Sec. 020 ALL;
028 NENE, N2NW, SWNW, W2SW;
032 E2NE;

NV-20-10-030

T.0350N, R.0430E, 21 MDM, NV

Sec. 022 ALL;
028 NENE, S2NE, SENW, E2SW, SE;
032 W2NE, N2NW;

Soil Slopes 15 - 50 percent
(#NV-W-11-C-CSU)

Stipulation: Controlled Surface Use (CSU) Controlled Surface Use will be applied to lands with slopes greater than 15% and less than 50% (As mapped by the USGS 1:24,000 scale topographic maps or as determined by a BLM). Prior to surface disturbance on slopes greater than 15% a site –specific construction, stabilization, and reclamation plan must be submitted to the BLM by the applicant as a component of the Geothermal Drilling/Application for Permit to Drill – Plan of Operations. The operator may not initiate surface disturbing activities unless the BLM Authorized Officer has approved the Plan or approved it with conditions.

The plan must demonstrate to the Authorized Officer’s satisfaction how the operator will meet the following performance standards:

- Soil stability is maintained preventing slope failure and wind or water erosion
- The site will be stable with no evidence of accelerated erosion features
- The rate of soil erosion will be controlled to maintain or improve soil quality and sustainability. The disturbed soils shall have characteristics that approximate the reference site with regard to quantitative and qualitative soil erosion indicators described in H-7100-1 Soil Inventory, Monitoring, and Management Handbook.
- Sufficient topsoil is maintained for ensuring successful final reclamation. At locations where interim reclamation will be completed, this will be accomplished by re-spreading the topsoil over the areas of interim reclamation.
- The original landform and site productivity will be partially restored during interim reclamation and fully restored as a result of final reclamation.

Objective [Purpose]: To maintain soil productivity, provide necessary protection to prevent excessive soil erosion on steep slopes, to avoid areas subject to slope failure, mass wasting, piping, or having excessive reclamation problems, and to ensure successful interim and final reclamation.

Exception: The BLM authorized officer may grant an exception if a staff review determines that the proposed action is of a scale (pipeline, vs. road, vs. well pad) or sited in a location or a site specific evaluation determines that the slope does not exceed 15%, so that the proposed action would not result in a failure to meet the performance standards listed above.

Modification: The authorized officer may modify the area subject to the stipulation based upon a BLM evaluation of the area. The stipulation and performance standards identified above may also be modified based on negative or positive monitoring results from similar proposed actions on similar sites or increased national or state performance standards.

Waiver: The restriction may be waived if it is determined that the described lands do not include lands with slopes greater than 15%. This determination shall be based upon USGS mapping and a BLM evaluation of the area.

Parcel #

Legal Land Description

NV-20-10-001

T.0320N, R.0230E, 21 MDM, NV
Sec. 016 LOT 2;
016 NWNE;

NV-20-10-024

T.0260N, R.0370E, 21 MDM, NV
Sec. 025 S2;
34 SE;
35 ALL;
36 ALL;

NV-20-10-004

T.0210N, R.0250E, 21 MDM, NV
Sec. 002 LOTS 1-2;
002 S2NE,SE;

NV-20-10-022

T.0360N, R.0330E, 21 MDM, NV
Sec. 014 NENE; SWNE; NENW; SENE
022 NENW;
026 SWNE; NESW; NESW;

NV-20-10-030

T.0350N, R.0430E, 21 MDM, NV
Sec. 032 W2NE, N2NW;