Appendix A: Federal Geothermal Lease Stipulations

NVN-55718
NVN-75228
NVN-98640
NVN-98641
NVN-100029
OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES

Serial No. N5718

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. 1501-1525).

Read Instructions Before Completing

1. Name
   San Emidio Resources Inc.

2. Surface managing agency if other than BLM:

3. Land included in lease:

   T. 32 N., R. 23 E., MDM, Nevada, Washoe County
   sec. 09, all;
   sec. 10, W1/4NE1/4, E1/4NW1/4, NE1/4SW1/4, SE1/4;
   sec. 15, lots 1, 2, 5, E1/4NE1/4, W1/2SE1/2SW1/2;
   sec. 16, Lot 1, NE1/4NE1/4.

   PARCEL NO. 3 - Gerlach KGRA

   Record Plotted
   MT Plat
   GC Plat
   USB Plat
   Hi Plat
   CDI Filming

   Date

   By

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

   Amounts remitted: Piling fee $ ____________________
   Rental fee $ ____________________

   Total acres in lease 1251.93
   Rental received $ 2504.00

In accordance with the above offer, or the previously submitted competitive bid, this lease is issuing providing the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in item 2 together with the right to build and maintain necessary improvements thereon, for a primary term of 10 years. Rights granted are subject to applicable laws, the terms, conditions, and restrictions set forth in this lease, the decrees of the Interior's regulations and formal orders in effect at time of lease issuance and, when not inconsistent with lease rights granted or specific provisions of this lease, regulations and formal orders hereafter promulgated.

The United States of America

Acting

A Mineral Operations

EFFECTIVE DATE OF LEASE JUL 01 1992
LEASE TERMS

Sec. 1. Rental—Rental shall be paid to proper office of lessee in advance of each lease year while there is production in commercial quantities from the leased lands. Annual rental rates per acre or fraction thereof (see 3) for noncompetitive leases and 32 for competitive leases.

If this lease or a portion thereof is converted to an approved cooperative or unit plan by which includes a well capable of producing leased resources, and the plan provides for allocation of production, royalties shall be paid on the production allocated to this lease. However, rental 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 lessee. Royalties shall be computed on production gross at the rates specified in this lease. Royalties are on production: 10 percent for foundation fuel; 5 percent for byproducts; and 5 percent for demineralized wood.

lessee retains the right to establish reasonable minimum quantities on production after giving notice in writing and at reasonable time to the lessee. 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 paid for any lease year beginning on or after the commencement of production in commercial quantities in which royalty payers aggregate less than 10 pet. per lease. Lessee shall pay such differences at the end of the 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. Delineation, use of development, unitization, and drainage—Lessee shall perform diligent effort to delineate and develop all lands within the lease boundaries. Lessee may maintain necessary bonds for the performance of the lease.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with the proper office of lessee, not later than (20) days after effective date thereof, any contract or evidence of other arrangement for the sale or disposal of products. At such time and in such form as may be prescribed, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, prices at which exchanged, and amount used for processing, and expenditures, month by month, during the lease term. Lessee and the lessee’s contractor shall be subject to citation for violation of this lease.

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 interests and to other lease tracts or areas. Lessee shall take reasonable measures deemed necessary by lessee to accomplish the leases of this section. To the extent consistent with leased rights granted, such measures may include, but are not limited to, modification to riting or design of facilities, timing of operations, specification of transport and field reclamation resources. Lessee reserves the right to change existing leases and to authorize lease use upon or in the leased lands, including the approval of amendments or rights-of-way. Such leases shall be conditioned to as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to commencing the surface development on leased lands, lessee shall contact lessee to be apprised of procedures to be followed and modifications to be made that may be necessary. Lessee to be disturbed may request immediate-study to determ the extent of liens to other resources. Lessee may be required to complete similar inventories or soil surveys additional studies under guidelines provided by lessee. If in the event of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unexploited mineral values are observed, lessee shall immediately contact lessee. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Production of byproducts—if the use, conversion, or conversion of geothermal resources from these lease lands is consistent with producing a valuable byproduct or byproducts, including commercially demineralized wood for beneficial use in accordance with applicable State laws, lessee may recover substantial beneficial production or use thereof by lessee.

Sec. 8. Damage to property—Lessee shall pay for damage to lessee’s improvements, and shall cease and hold harmless from all claims for damage or harm to persons or property as a result of lessee operations.

Sec. 9. Protection of surface interests and equal opportunity—Lessee shall maintain a safe working environment in accordance with standard industry practices and take measures necessary to prevent the health and safety of the public. Lessee reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly.

Lessee shall comply with Executive Order No. 11,946 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary and other applicable federal, State, and local laws and regulations. Lessee shall maintain adequate facilities at lease sites.

Sec. 10. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessee, if any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal prohibition 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 leases and subject to pay all accrued rentals and royalties.

Sec. 11. Delivery of proceeds—As such time as or all or portions of this lease are referred to lessee, lessee shall place all rentals in a fund solely for the purpose of preventing or abandonment, reallocation of the land as specified by lessee, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessee for preservation of profitable wood 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, lessee shall be subject to cancellation in accordance with the Act. However, if this lease includes lands known to contain valuable production in commercial quantities, it may be canceled only by judicial proceedings. This provision shall not be construed to prevent the cancellation by lessee or any other legal and equitable remedy, including waiver of the default. All such remedies or waiver shall not prevent late cancellations for the same default occurring at any other time.

Whenever the lessee fails to supply in a timely manner with any of the provisions of the Act, this lease, the regulations, or the lease, immediate action is required, the lessee may enter into any action deemed necessary to correct the fault at the expense of the Lessee.

Sec. 13. Hears and consequences in interests—Each obligation of this lease shall extend to and be binding upon, and every benefit hereunder shall be for the use, benefit, and comfort of, the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
 geometrical name George Vrame
 3618 W. 95th Street
 Oak Lawn, IL 60453

RECEIVED

Bur of Land Management

7:30 am

OCT 24 2001

NEVADA STATE OFFICE
RENO, NEVADA

PARCEL NO. NV-02-09-09-08

T. 22 N., R. 23 E., MDN, Nevada
sec. 02, lots 1-4, S2N2, S2;
sec. 07, lots 1-4, S2N2, S2;
sec. 04, lots 1-4, S2N2, S2;
sec. 10, lots 1, E2NE, W2NW, NWSW,
463.43 Acres

Washoe County

Total acres in parcel 2163.43

$438,000

THE UNITED STATES OF AMERICA

Deputy State Director, Mineral Management

OCT 24 2001

EXHIBIT A
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, are not permitted 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 47 CFR 205.4, all post lease operations will be subject to appropriate environmental review and may be limited or denied only if unmitigable 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 (Nest): March through June, but may vary on site specific basis. Avoid all activity within 3.8 km (2 miles) of known nests during the nesting season if March through May, or as determined by Field Office and Wildlife Personnel. NSO within 1km (0.6 mile) of known nests all times.

Nesting Habitat and Brood rearing habitats: (April through August per interim NV Guidelines) Within 6 miles of nest, 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 Habitat: (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 area 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 repair practices 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

Bureau of Land Management
2:00 A.M. OCT 24 2001
NEVADA STATE OFFICE
RENO, NEVADA

When Recorded Here:
George Vreman
Field Office, 615 E. 9th St.
Reno, Nevada, 89503

[Signature]
Date

[Signature]
Date
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)

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,NESE;
   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 $ 5704.00

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 thereon, 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 R. Anderson

(Signing Official)

(Printed Name)

Chief, Branch of Mineral Resources, Fluids

(OCT 16 2019)

(Title)

EFFECTIVE DATE OF LEASE

NOV 01 2019

Check if this is a converted lease  □

EFFECTIVE DATE OF LEASE CONVERSION

LESSEE

(Continued on page 2)
LEASE TERMS

Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all walls, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessor 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, hydroproducst, and the sale of electricity generated using resources produced from the leased, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in lessor's accounting offices for future audit by lessor and produced upon request by lessor or lessor's authorized representative or agent. Lessor 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—Lessees 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. Lessor must take reasonable measures deemed necessary by lessee to accomplish the aims of this section. To the extent consistent with leased right granted, such measures may include, but are not limited to, modification of site or design of facilities, timing of operations, and specification of interim and final reclamation measures. Leszee 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. Lessee to be assured may require inventories or special studies to determine the extent of impacts to other resources. Lessee may require lessor 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 lessee. 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 production, use, or conversion of geothermal resources from these leased lands is susceptible of producing a valuable byproduct or byproducts, including commercially demonized water for beneficial uses in accordance with applicable State water laws, lessor may require substantial benefical production or use thereof by lessee.

Sec. 8. Damages to property—Lessor must pay lessee for damage to lessee’s improvements, and must save and hold lessee 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—Lessor 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 at a reasonable price and to prevent monopoly. Lessor 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 lessor 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 320.4, 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 lease 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 320.4.

Sec. 11. Delivery of premiums—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 lessor fails to comply with any provisions of this lease or other applicable requirements under 43 CFR 320.4, 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 3215. 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 lessor fails to comply in a timely manner with any of the provisions of the lease, this lease, the regulations, or other applicable requirements under 43 CFR 320.4, and immediate action is required, the lessee may enter on the leased lands and take measures deemed necessary to correct the failure at the lessor’s expense.

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

(Continued on page 3)

(Forms 3200-24a, page 2)
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 report 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**  

**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.

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

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Land Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NV-19-09-028</td>
<td>T. 26 N., R 38 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 32 L1, L2, L7, L8, N2SE, SESE</td>
</tr>
<tr>
<td>NV-19-09-029</td>
<td>T. 26 N., R 38 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 28 W2SW, NWSE</td>
</tr>
<tr>
<td></td>
<td>Sec. 29 L1, SWSW</td>
</tr>
<tr>
<td>NV-19-09-037</td>
<td>T. 25 N., R 38 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 14 SWSW</td>
</tr>
<tr>
<td></td>
<td>Sec. 15 SESE</td>
</tr>
<tr>
<td></td>
<td>Sec. 16 W2SE</td>
</tr>
<tr>
<td>NV-19-09-040</td>
<td>T. 25 N., R 38 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 22 NENE</td>
</tr>
<tr>
<td></td>
<td>Sec. 23 NENE</td>
</tr>
</tbody>
</table>
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-W-07-C-NSO
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, SENV

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, NENVW

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, SENV, 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
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.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Legal Land Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NV-19-09-054</td>
<td>T. 22 N., R 28 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 1 ALL</td>
</tr>
<tr>
<td></td>
<td>Sec. 2 ALL</td>
</tr>
<tr>
<td></td>
<td>Sec. 10 E2</td>
</tr>
<tr>
<td></td>
<td>Sec. 12 ALL</td>
</tr>
<tr>
<td></td>
<td>Sec. 14 E2, NW, NESW</td>
</tr>
<tr>
<td>NV-19-09-055</td>
<td>T. 22 N., R 28 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 24 ALL</td>
</tr>
</tbody>
</table>
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

NV-W-07-D-NSO
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.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Description</th>
</tr>
</thead>
</table>
| 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, SESH, 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-B,C-10-B-CSU
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 NESE;

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.

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

NV-W-11-D-NSO
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 Act (MBTA). The following timing restrictions apply.

<table>
<thead>
<tr>
<th>Species</th>
<th>Location</th>
<th>Distance of Spatial Buffer Zone/Type of Restriction</th>
<th>Restriction Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bald eagle</td>
<td>Nests</td>
<td>1/4 mile non-los and 1/2 mile los and 1 mile blasting</td>
<td>Jan 1 - Aug 31</td>
</tr>
<tr>
<td></td>
<td>Winter roosts</td>
<td>1/2 mile</td>
<td>Dec. 1 - April 1</td>
</tr>
<tr>
<td>Northern goshawk</td>
<td>Nests (occupied)</td>
<td>1/4 mile</td>
<td>Feb 1 - Aug 31</td>
</tr>
<tr>
<td></td>
<td>Previous Years Nests</td>
<td>1/2 mile los</td>
<td>Feb 1 - Aug 31</td>
</tr>
<tr>
<td>Golden eagle</td>
<td>Nests</td>
<td>1/4 mile non-los, 1/2 mile los</td>
<td>Feb 1 - Aug 31</td>
</tr>
<tr>
<td>Ferruginous hawk</td>
<td>Nests</td>
<td>1/4 mile non-los, 1/2 mile los</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Red-tailed hawk</td>
<td>Nests</td>
<td>1/4 mile</td>
<td>Mar 1 - August 31</td>
</tr>
<tr>
<td>Swainson's hawk</td>
<td>Nests</td>
<td>1/4 mile non-los, 1/2 mile lose</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Prairie falcon</td>
<td>Nests</td>
<td>1/4 mile</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Burrowing owl</td>
<td>Nests</td>
<td>1/4 mile- Permanent disturbance or occupancy, 260 feet temporary disturbance</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Flammulated owl</td>
<td>Nests</td>
<td>1/4 mile</td>
<td>April 10 Sept. 30.</td>
</tr>
</tbody>
</table>

**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.

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

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)

   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, S2NW, 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 thereon, 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

[Signature]

(Printed Official)

Chief, Branch of Mineral Resources, Fluids

(Title)

EFFECTIVE DATE OF LEASE

NOV 01 2019

(Title)

EFFECTIVE DATE OF LEASE CONVERSION

(Continued on page 2)
LEASE TERMS

Leaseee 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. Lessor 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 leased lands, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in lessor’s recording offices for future said by lessor and produced upon request by lessor or lessor’s authorized representative or agent. Lessor must maintain 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 — Lessor must conduct operations in a manner that minimizes adverse impacts to the land, air, water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessor must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lessor rights granted, such measures may include, but not be limited to, modification to string or design to address resource interactions, and specification of impact 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 to ensure that such proposed uses or actions do not unreasonably interfere with rights of lessor. Prior to disturbing the surface of the leased lands, lessor must consult 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, lessor must immediately contact lessor. Lessor must cease any operations that may be 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, lessee may require substantial beneficial production or use thereof by lessor.

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 use 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. Lessor 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 subcontractors may segregate facilities.

Sec. 10. Transfer of lessee interests and relinquishment of lease — At the request of lessee, lessor may transfer all or any portion of lessor’s interest in the leased lands as well as, subject to the transfers the same conditions and obligations that were applicable in lessor’s interest in the preceding lessee. Subject to the requirements of 43 CFR 3207.13, lessor ceases relinquishment this lessee or any lessee, or any other lessee, which will be effective as of the date BLM receives it, subject to the continued obligation of the lessor and surrey to be responsible for all accrued rents and royalties, plugging and abandoning all wells on the relinquished lands; restoring and reclaiming the surface and other resources; and complying with 43 CFR 3200.4.

Sec. 11. Delivery of promises — At such time as any or all portions of this lease are returned to lessee, lessor must place all wells in condition for suspension or abandonment, reclaim the land as specified by lessee, 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 lessor fails to comply with any provisions of this lease or 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 remedies or actions, including waiver of the default. Any such remedies, or actions will not be permitted termination for the same default occurring at any other time. Whenever the lessor fails to comply in a timely manner with any of the provisions of the Act, this lease, and applicable regulations, or any other applicable requirements under 43 CFR 3200.4, and immediate action is required, the lessor may enter the leased lands and take measures deemed necessary to correct the failure at the lessor’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.

(Continued on page 3)
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 lessor 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(c) 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 confrom 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 issue, the BLM will retain 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.

(Form 3200-24a, page 3)
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 andRepatriation 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.

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

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Land Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NV-19-09-028</td>
<td>T. 26 N., R 38 E., 21 MDM, NV Sec. 32 L1, L2, L7, L8, N2SE, SESE</td>
</tr>
<tr>
<td>NV-19-09-029</td>
<td>T. 26 N., R 38 E., 21 MDM, NV Sec. 28 W2SW, NWSE Sec. 29 L1, SWSW</td>
</tr>
<tr>
<td>NV-19-09-037</td>
<td>T. 25 N., R 38 E., 21 MDM, NV Sec. 14 SWSW Sec. 15 SESE Sec. 16 W2SE</td>
</tr>
<tr>
<td>NV-19-09-040</td>
<td>T. 25 N., R 38 E., 21 MDM, NV Sec. 22 NENE Sec. 23 NENE</td>
</tr>
</tbody>
</table>
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-W-07-C-NSO
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, SENV

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 NWSE, 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
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.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Legal Land Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NV-19-09-054</td>
<td>T. 22 N., R 28 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 1 ALL</td>
</tr>
<tr>
<td></td>
<td>Sec. 2 ALL</td>
</tr>
<tr>
<td></td>
<td>Sec. 10 E2</td>
</tr>
<tr>
<td></td>
<td>Sec. 12 ALL</td>
</tr>
<tr>
<td></td>
<td>Sec. 14 E2, NW, NESW</td>
</tr>
<tr>
<td>NV-19-09-055</td>
<td>T. 22 N., R 28 E., 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 24 ALL</td>
</tr>
</tbody>
</table>
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

NV-W-07-D-NSO
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 of 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 no do not include lands with slopes greater than 15%. This determination shall be based upon USGS mapping and a BLM evaluation of the area.
<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Land Description</th>
</tr>
</thead>
</table>
| 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;  
               | **NV-W-11-C-CSU** |
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, NWSE2NW, NENE

NV-19-09-124  T. 31 N., R 33 E., 21 MDM, NV
  Sec. 34 E2NE

NV-19-09-125  T. 32 N., 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

NV-W-11-C-CSU
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.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Land Description</th>
</tr>
</thead>
</table>
| 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, SENC

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

NV-W-11-D-NSO
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.

<table>
<thead>
<tr>
<th>Species</th>
<th>Location</th>
<th>Distance of Spatial Buffer Zone/Type of Restriction</th>
<th>Restriction Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bald eagle</td>
<td>Nests</td>
<td>1/4 mile non-los and 1/2 mile los and 1 mile blasting</td>
<td>Jan 1 - Aug 31</td>
</tr>
<tr>
<td></td>
<td>Winter roosts</td>
<td>1/2 mile</td>
<td>Dec. 1 - April 1</td>
</tr>
<tr>
<td>Northern goshawk</td>
<td>Nests (occupied)</td>
<td>1/4 mile</td>
<td>Feb 1 - Aug 31</td>
</tr>
<tr>
<td></td>
<td>Previous Years Nests</td>
<td>1/2 mile los</td>
<td>Feb 1 - Aug 31</td>
</tr>
<tr>
<td>Golden eagle</td>
<td>Nests</td>
<td>1/4 mile non-los, 1/2 mile los</td>
<td>Feb 1 - Aug 31</td>
</tr>
<tr>
<td>Ferruginous hawk</td>
<td>Nests</td>
<td>1/4 mile non-los, 1/2 mile los</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Red-tailed hawk</td>
<td>Nests</td>
<td>1/4 mile</td>
<td>Mar 1 - August 31</td>
</tr>
<tr>
<td>Swainson's hawk</td>
<td>Nests</td>
<td>1/4 mile non-los, 1/2 mile lose</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Prairie falcon</td>
<td>Nests</td>
<td>1/4 mile</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Burrowing owl</td>
<td>Nests</td>
<td>1/4 mile- Permanent disturbance or occupancy, 260 feet temporary disturbance</td>
<td>Mar. 1 - August 31</td>
</tr>
<tr>
<td>Flammulated owl</td>
<td>Nests</td>
<td>1/4 mile</td>
<td>April 10 - Sept. 30</td>
</tr>
</tbody>
</table>

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.

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

   Total Acres Applied for

   Percent U.S. interest

<table>
<thead>
<tr>
<th>Amount remitted: Processing Fee $</th>
<th>Rental Fee $</th>
<th>Total $</th>
</tr>
</thead>
</table>

**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:**
- [ ] Competitive
- [ ] Noncompetitive
- [ ] Noncompetitive direct use (43 CFR subpart 3205)

**Comments:**
- NV-20-10-001

**THE UNITED STATES OF AMERICA**

BY

[Signature]

(Signing Official)

**Kemba K. Anderson**

(Printed Name)

Chief, Branch of Mineral Resources, Fluids

11/12/2020

(Date)

**EFFECTIVE DATE OF LEASE**

12/01/2020

Check if this is a converted lease: [ ]

**EFFECTIVE DATE OF LEASE CONVERSION**

(Continued on page 2)
LEASE TERMS

Lessees 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. Lessor must maintain copies of all contracts, sales agreements, accounting records, billing records, leases, 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 lessor’s accounting offices for future audit by lessor and produced upon request by lessor or lessee’s authorized representative or agent. Lessor must maintain required records for 8 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessee.

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. Lessor 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 site 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 in or upon the leased lands, including the approval of easements or rights-of-way. Such uses will be conditioned as to prevent unnecessary or unreasonable interference with rights of lessor. 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 beneficiaries. Lessor may require lessor to complete minor inventories or short term topic studies provided under guidelines provided by lessor. If, in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unaltered 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 to 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 lease for damage to lessee’s improvements, and must save and hold lessee 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—Lessor 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. Lessor 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 lessor 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 lessee any assignment or other transfer of an interest in this lease. Subject to the requirements of 43 CFR 320.4, lessee may relinquish this lease or any legal subordination 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 lease and lessee to be responsible for paying all accrued rentals and royalties, plugging and abandoning all wells on the relinquished lands, reuniting and reclaiming the surface and other resources; and complying with 43 CFR 320.4.

Sec. 11. Delivery of premises—At such time as all or portions of this lease are returned to lessee, 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 320.4, 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 321.3. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedies 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 lessor fails to comply in a timely manner with any of the provisions of this Act, the lease, its regulations, or other applicable requirements under 41 CFR 320.4, and immediate action is required, the lessee may enter on the leased lands and take measures deemed necessary to correct the failure at the lessor’s expense.

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

(Continued on page 3)

(From 320-240, page 2)
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.

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

**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.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Land Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NV-20-10-001</td>
<td>ALL LANDS</td>
</tr>
<tr>
<td>NV-20-10-004</td>
<td>ALL LANDS</td>
</tr>
<tr>
<td>NV-20-10-022</td>
<td>ALL LANDS</td>
</tr>
<tr>
<td>NV-20-10-024</td>
<td>ALL LANDS</td>
</tr>
<tr>
<td>NV-20-10-029</td>
<td>ALL LANDS</td>
</tr>
<tr>
<td>NV-20-10-030</td>
<td>ALL LANDS</td>
</tr>
</tbody>
</table>
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 (NFS 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.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Land Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NV-20-10-001</td>
<td>T.0320N, R.0230E, 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 015 LOTS 6-7;</td>
</tr>
<tr>
<td></td>
<td>016 LOTS 2-6;</td>
</tr>
<tr>
<td></td>
<td>016 NWNE;</td>
</tr>
<tr>
<td>NV-20-10-004</td>
<td>T.0210N, R.0250E, 21 MDM, NV</td>
</tr>
<tr>
<td></td>
<td>Sec. 002 LOTS 1-2;</td>
</tr>
<tr>
<td></td>
<td>002 S2NE,SE;</td>
</tr>
<tr>
<td>NV-20-10-029</td>
<td>T.0350N, R.0430E, 21 MDM, NV</td>
</tr>
</tbody>
</table>
Sec. 020  ALL;
   028 NWNE, N2NW, SWNW, W2SW;
   032 E2NE;

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 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 of 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 no 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 #

NV-20-10-001

Legal Land Description

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;