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2010-013434

Klamath County, Oregon



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11/19/2010 11:27:47 AM

Fee: \$77.00

MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Optim
c/o William Honjas
200 South Virginia Street, Suite 560
Reno, NV 89501

MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT

THIS MEMORANDUM OF LEASE AND GEOTHERMAL AGREEMENT
("Memorandum of Lease") is executed as of the date all geothermal rights, legal property
descriptions and legal title has been confirmed ("Lease Effective Date"), by and between
Jesspersen-Edgewood Inc. hereafter
referred to individually or in total as "Lessor", and Optim Inc., a Nevada Corporation
("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Geothermal Lease and
Agreement ("Lease") dated the date all geothermal rights, legal property descriptions and
legal title has been confirmed ("Lease Effective Date"), conveying a leasehold interest in
certain geothermal steam, geothermal fluids, geothermal energy, heat, hot water,
extractable minerals, and all byproducts and gases associated therewith ("Leased
Substances") located on and within the real property located in Klamath County, Oregon,
as more particularly described in Section 2, of this Memorandum of Lease ("Premises");
and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the real
estate records of Klamath County, Oregon.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby
declare as follows:

1. Demise. Lessor has leased and hereby does lease the Premises for the
purpose of exploring, prospecting, drilling, mining and operating for and producing, treating,
converting, extracting, processing and utilizing Leased Substances, as well as storing,
taking, removing, transporting, and disposing of such Leased Substances in order to
generate electric power and other commercial products and byproducts for use or sale,

STAMP

along with a right-of-way to transit upon and across the surface of the Premises and through the strata of the Premises and the right to store equipment and materials, and to construct, use, maintain, operate and remove any and all facilities thereon and therein, all as may be necessary, useful or convenient in connection with and to accomplish the foregoing.

2. Premises. The Premises is described as follows:

Legal Description of Premises, is attached to and made a part of Geothermal Lease and Agreement ("Lease") dated the date all geothermal rights, legal property descriptions and legal title has been confirmed ("Effective Date") 3.4.2018 hereafter referred to individually or in total as "Lessor", and Optim Inc. ~~Olone Gap Geothermal LLC~~ as "Lessee." Unless otherwise specified, capitalized terms contained herein shall have the meanings assigned to them in the Lease.

The "Premises" that is the subject of the Lease includes the real property, situated in the State of Oregon, County of Klamath, in an unincorporated area, described as follows:

_____ Township _____ Range _____ section

Klamath County, Oregon

See attached title report AND EXHIBIT ~~A~~ "E"

3. Term. The Lease is for a term ("Initial Term") of ten (10) years beginning on the Lease Effective Date and continues thereafter indefinitely ("Extended Term" and together with the Initial Term, the "Term") provided that certain conditions are satisfied by the Lessee. If Lessee is not producing Leased Substances in "Commercial Quantities" (as defined in the Lease) within fifteen (15) years from the Lease Effective Date, then Lessor has the option of declaring the Lessee in default.

4. Restrictions on Encumbrances. Throughout the Term of the Lease, Lessor is prohibited from recording against the Premises liens, encumbrances, water rights, geothermal rights and other matters that would constitute exceptions to title and has the duty to defend the title and to indemnify the Lessee from and against any liens or encumbrances.

5. Restrictions on Transfer. Subject to certain exceptions, Lessor may transfer its interest in the Premises to a third party subject to the restrictions which are set forth with more particularity in the Lease.

6. Counterparts. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

7. Purpose. The purpose of this Memorandum of Lease is to give public notice of the ~~existence~~ of the Lease and is not intended to limit or augment any of the rights granted in the Lease, the terms of which are incorporated herein by reference. In the event of any inconsistency between this Memorandum of Lease and the terms and conditions of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

LESSOR
Signature [Signature]
Name LARRY JESPERSEN
Title Vice President

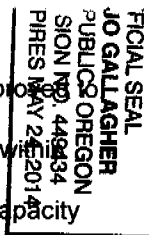
LESSEE
Signature [Signature]
Name William Hojas
Title president

State of Oregon
County of Klamath
On 3-4-10

before me, Dayna L. Sisemore, Notary

Public, personally appeared

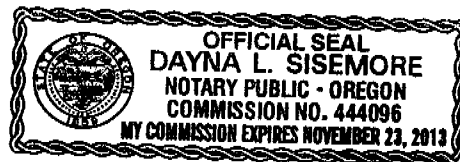
Lawrence Jespersen, who produced to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dayna L. Sisemore
exp. 11-23-2013

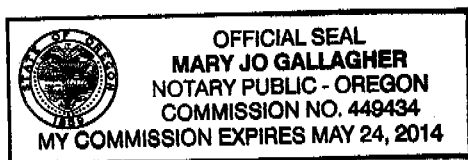


NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR William Honjas

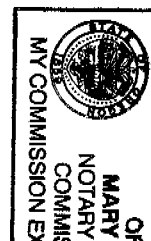
State of Oregon
County of Klamath

On this 22 day of October, 20 10, personally appeared before me the above named
William Honjas, and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Mary Jo Gallagher
Notary Public for Oregon
My Commission expires: 5-24-2014



RECEIVED

JESPERSEN - EDGEWOOD INCORPORATED

MAY 02 2005

12941 SWAN LAKE ROAD • KLAMATH FALLS, OR 97603 • (503) 882-2915

USDA
Klamath County FSA

THE FOLLOWING ARE THE STOCKHOLDER MEMBERS
OF JESPERSEN EDGEWOOD INC AND HOLD THE
PERCENTAGE OF SHARE SHARE:

LAWRENCE C JESPERSEN JR, — 44%
(LARRY)

LEONARD K. JESPERSEN — 41%

JACEN JESPERSEN — 6%

KENNETH HOLMES — 6%

LAWRENCE C. JESPERSEN JR IS AUTHORIZED TO
SIGN FOR THE CORPORATION.

LAWRENCE C. JESPERSEN JR.  —

LEONARD K. JESPERSEN 

JACEN JESPERSEN 

KENNETH HOLMES 

EXHIBIT "A" E¹
LEGAL DESCRIPTION

PARCEL 1:

IN TOWNSHIP 37 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON:

Section 14: W1/2 SW1/4
Section 15: NW1/4 NW1/4, S1/2 N1/2, NE1/4 SE1/4
Section 23: W1/2 NE1/4, SE1/4 NE1/4, E1/2 SE1/4
Section 24: SW1/4 SW1/4
Section 25: W1/2, W1/2 SE1/4
Section 26: E1/2 E1/2
Section 35: NE1/4 NE1/4
Section 36: All

IN TOWNSHIP 38 SOUTH RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON:

Section 12: NE1/4, E1/2 NW1/4, NE1/4 SE1/4

Tax Account No: 3810-00000-03000-000

Key No: 454421

IN TOWNSHIP 38 SOUTH, RANGE 11 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON:

Section 6: Government Lots 4, 5, 6 and 7; SE1/4 NW1/4, E1/2 SW1/4, SW1/4 SE1/4
Section 7: Government Lots 1, 2, 3 and 4; W1/2 E1/2, SE1/4 NE1/4, E1/2 W1/2, E1/2 SE 1/4, NE1/4 NE1/4
Section 8: W1/2 SW1/4
Section 17: W1/2
Section 18: Government Lots 1 and 2; NE1/4, E1/2 NW1/4
Section 20: SW1/4 NE1/4, NW1/4, N1/2 SW1/4, W1/2 SE1/4, SE1/4 SE1/4
Section 21: S1/2 SW1/4, SW1/4 SE1/4
Section 27: W1/2 SW1/4, SE1/4 SW1/4, EXCEPTING THEREFROM that portion of the SE1/4 SW1/4 conveyed to Oregon – California and Eastern Railway Company by deed recorded May 26, 1917 in Book 47 at page 592, Deed Records of Klamath County, Oregon. AND EXCEPTING from the SE1/4 SW1/4 that portion thereof lying Easterly of the Easterly line of the Oregon – California and Eastern Railway Company right of way.
Section 28: N1/2, NE1/4 SW1/4, SE1/4
Section 29: NE1/4, SE1/4 NW1/4, E1/2 SW1/4
Section 32: NE1/4 NW1/4, EXCEPTING THEREFROM all that portion lying within the Klamath Falls – Lakeview Highway (Highway 140)

Continued

PARCEL 2:

Parcel A:

The NE1/4 of Section 32, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel B:

The S1/2 NE1/4 and SE1/4 of Section 21 and S1/2 NW1/4 and SW1/4 of Section 22, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel C:

The NW1/4 of Section 28, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel D:

The NE1/4 NE1/4 of Section 19, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel E:

The E1/2 NE1/4 and the E1/2 W1/2 NE1/4 and that portion of the SE1/4 lying Easterly of Edgewood Lane in Section 18, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel F:

The E1/2 SE1/4 NE1/4 Section 7, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel G:

The W1/2 and SE1/4 and W1/2 W1/2 SW1/4 NE1/4 of Section 8; SW1/4, W1/2 SE1/4 and NE1/4 SE1/4, Section 9; SW1/4, S1/2 SE1/4 and NW1/4 SE1/4, Section 15; all of Sections 16 and 17; E1/2 and N1/2 NW1/4, Section 20; W1/2 and N1/2 NE1/4, Section 21; E1/2 and N1/2 NW1/4, Section 22; W1/2 and W1/2 SE1/4, Section 23; W1/2 and W1/2 E1/2, Section 26; E1/2 and NW1/4, Section 27; SW1/4, Section 28, SE1/4, Section 29; NE1/4 NE1/4, Section 34; N1/2 NW1/4 and NW1/4 NE1/4, Section 35, all in Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel H:

The SW1/4 SE1/4 of Section 5; N1/2 NE1/4, SE1/4 NE1/4 and that portion of the SW1/4 NE1/4 and the NE1/4 SE1/4 of Section 8 lying East of Swan Lake Road; and the S1/2 NW1/4 and that portion of the SW1/4 of Section 9, lying East of Swan Lake Road, all being in Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, Excepting therefrom the following described tract: Beginning at a point 50 links due East from a point on the Section line 20 chains South of the Northwest corner of SW1/4 of Section 9, Township 38 South, Range 10 East of the Willamette Meridian; run thence, due East 6.50 chains; thence North 1.75 chains; thence East 5 chains; thence South 4 chains; thence West 5 chains; thence North 1.75 chains; thence West 6.50 chains; thence North .50 chains to the point of beginning.

Continued

(Parcel 2 Legal Continued)

Parcel I:

A parcel of land situated in Section 9, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 50 links due East from a point on the Section line 20 chains South of the Northwest corner of the SW1/4 of Section 9, Township 38 South, Range 10 East of the Willamette Meridian; run thence, due East 6.50 chains; thence North 1.75 chains; thence East 5 chains; thence South 4 chains; thence West 5 chains; thence North 1.75 chains; thence West 6.50 chains; thence North .50 chains to the point of beginning.

Parcel J:

The SE1/4 SE1/4 of Section 5, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel K:

The S1/2 SW1/4 of Section 4 and the N1/2 NW1/4 of Section 9, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel L:

The NE 1/4 of Section 28 and the NE1/4 of Section 29, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel M:

The SW1/4 of Section 27, and the SE1/4 of Section 28, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress over the Westerly 30 feet of the NE1/4 of Section 28, Township 37 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, as granted by instrument recorded April 27, 1994 in Volume M94, Page 12606, Microfilm Records of Klamath County, Oregon.

AMERITITLE has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.