

2013-001168

Klamath County, Oregon

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Q MTC 95034-KR

MEMORANDUM OF ASSIGNMENT OF GEOTHERMAL LEASE


Recitations and Definitions

The undersigned agree to the following references, recitations, and definitions:

"Assignor," shall mean:

Kevin Westfall and Carol Westfall
PO Box 1746
Klamath Falls, OR 97601

"Assignee," shall mean:

"Assignee," shall mean: 
ANDERSON TRUST EXCHANGE BX121202 OR,
LLC, an Oregon limited liability company
1501 E. McAndrews Road
Medford, OR 97504

"Lease" shall mean:

The obligations, rights, terms, and agreements as set forth in the document entitled "Geothermal Lease And Agreement" with an effective date of October 11, 2010. The parties to said Lease are Assignor and Lessee. The Lease burdens and benefits are in relation to the real property as described in Exhibit "A," attached hereto.

"Lessee" shall mean:

The named Lessee in the Lease, Optim Inc. a Nevada Corporation, or its successor, pursuant to terms of the Lease, Klamath Basin Geopower, Inc.

"Memorandum of Lease" shall mean:

Document signed and recorded by Assignor and Lessee, which enumerates Assignor and Lessee are parties to Lease. Said Memorandum of Lease is recorded at page 2011-006260 Records of Klamath County, Oregon, and pages following.

"Assignment Agreement" shall mean:

That Agreement entered into by Assignor and Assignee contemporaneous herewith. Assignment Agreement sets forth the terms as between the Parties.

"Effective Date" is defined after the following recitation:


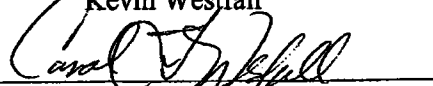
It is recited that the parties intend to complete a sale of real and personal property from Assignor as Seller, to Assignee as Buyer. Said sale includes the real property described in Exhibit "A" attached hereto. The Effective Date shall be the date that Deed is recorded in Records of Klamath County, Oregon, pursuant to closing of said sale by AmeriTitle Escrow #MT95034-KR, and at the direction of the parties hereto. Said Deed names Assignor as Grantors and Assignee as Grantees.


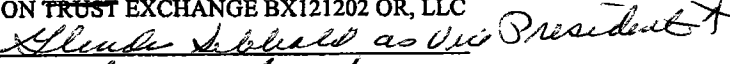
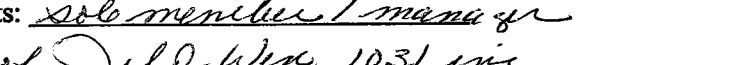
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor and Assignee agree, state and aver as follows:

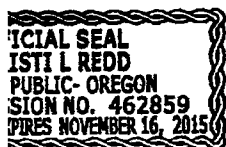
Assignment

Pursuant subject to terms of Assignment Agreement, Assignor has assigned to Assignee all Lessor rights, title, and interests under the Lease, effective on Effective Date and Assignee has accepted the assignment.

IN WITNESS WHEREOF, the parties have executed this.

Assignor: 
Kevin Westfall

Carol Westfall

Assignee: 
ANDERSON TRUST EXCHANGE BX121202 OR, LLC
By:  as Vice President
Its:  sole member / manager
* of Gold-Water, 1031, inc



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That Agreement entered into by Assignor and Assignee contemporaneous herewith. Assignment Agreement sets forth the terms as between the Parties.

"Effective Date" is defined after the following recitation:

It is recited that the parties intend to complete a sale of real and personal property from Assignor as Seller, to Assignee as Buyer. Said sale includes the real property described in Exhibit "A" attached hereto. The Effective Date shall be the date that Deed is recorded in Records of Klamath County, Oregon, pursuant to closing of said sale by AmeriTitle Escrow #MT95034-KR, and at the direction of the parties hereto. Said Deed names Assignor as Grantors and Assignee as Grantees.

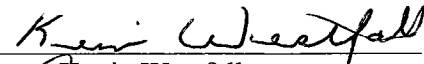
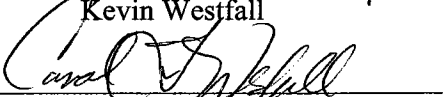
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor and Assignee agree, state and aver as follows:

Assignment

Pursuant subject to terms of Assignment Agreement, Assignor has assigned to Assignee all Lessor rights, title, and interests under the Lease, effective on Effective Date and Assignee has accepted the assignment.

IN WITNESS WHEREOF, the parties have executed this.

Assignor:

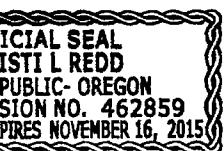

Kevin Westfall

Carol Westfall

Assignee:

ANDERSON TRUST EXCHANGE BX121202 OR, LLC

By: _____

Its: _____



STATE OF OREGON]
] ss.
County of KLAMATH]



On this 30th day of January, 2013, personally appeared before me the above-named Kevin Westfall and Carol Westfall, and acknowledged the above to be their voluntary act and deed.

Kristi L. Redd

Notary Public.

My commission expires: 11/16/2015.

STATE OF OREGON]
] ss.
County of JACKSON]

On this 30 day of JANUARY, 2013, personally appeared before me the above-named Glenda S. B. B. B. B. AS VICE PRESIDENT OF Anderson Trust Exchange, who stated that it is sole member of ANDERSON TRUST EXCHANGE BX121202 OR, LLC, and acknowledged the above to be voluntary act and deed and within authority of said LLC.

Marion Rose

Notary Public.

My commission expires: 11-15, 2016.



STATE OF OREGON]
] ss.
County of KLAMATH]



On this 30th day of January, 2013, personally appeared before me the above-named Kevin Westfall and Carol Westfall, and acknowledged the above to be their voluntary act and deed.

Kristi L. Redd

Notary Public.
My commission expires: 11/16/2015.

STATE OF OREGON]
] ss.
County of _____]

On this ____ day of _____, 2013, personally appeared before me the above-named _____, who stated that _____ is _____ of ANDERSON TRUST EXCHANGE BX121202 OR, LLC , and acknowledged the above to be _____ voluntary act and deed and within authority of said LLC.

Notary Public.
My commission expires: _____, 20____.

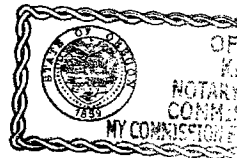


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A tract of land situated in the E1/2 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the C-N1/16 corner of said Section 25; thence East, along the North line of the S1/2 NE1/4 of said Section 25, 370 feet, more or less, to the Southwesterly right of way line of the Burlington Northern Railroad; thence Southeasterly, along the said Southwesterly right of way line, 1940 feet, more or less; thence West, along the said right of way line, 110 feet, more or less; thence Southeasterly, along said right of way line, 200 feet, more or less, to the West right of way line of the USBR A-7 Lateral; thence Southerly, along the said West right of way line, 1030 feet, more or less, to the North line of that tract of land described in Deed Volume M03, page 05798, Microfilm Records of Klamath County, Oregon; thence along the boundary of said Deed Volume, North 52° 23' West 220 feet, more or less, and South 29° 25' West, 39.3 feet, more or less, to a point on the North right of way line of the U.S.B.R. No. 1 Drain; thence Westerly along the said North right of way line, 1840 feet, more or less, to the North-South center section line of said Section 25; thence North 2800 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING any portion lying within the right of way of Henley Road.

PARCEL 2

The N1/2 SW1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. SAVING AND EXCEPTING any portion lying within the USBR No. 1 Irrigation Drain.