

UTC 1396-102602

2010-013389

Klamath County, Oregon



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11/18/2010 11:30:02 AM

Fee: \$62.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

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

1. Name(s) of the Transaction(s):

Memorandum of Lease

2. Direct Party (Grantor):

Gail Lyon

3. Indirect Party (Grantee):

Optim Inc.

4. True and Actual Consideration Paid:

5. Legal Description:

See attached

AMERITITLE, has recorded this
Instrument by request as an accomodation 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.

627mf

V 041509-2

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 22 day of June July
2009 by GAIL LYON

With an address of 13254 Hwy 140 EAST, Klamath Falls, OR
97603

("Lessor") and Optim, Inc., with an address of 200 S. Virginia Street, Suite 560, Reno, NV 89501

("Lessee").

- A. Lessor and Lessee executed that certain Geothermal Resources Lease dated of even date herewith ("Lease"), whereby Lessee has the exclusive right and privilege to drill for, extract, produce, remove, utilize, sell, and dispose of all forms of thermal energy and other associated geothermal resources (as more particularly defined in the Lease, the "Leased Substances"), produced or generated during all such operations that are contained within the leased lands, said lands being more particularly described in Exhibit A (the "Leased Lands"). The Lease has an initial term of three (3) years, and may extend thereafter into perpetuity as long as Leased Substances are being produced or generated in commercial quantities from the Leased Lands or from lands pooled or unitized with the Leased Lands, or may be extended as long as certain other conditions are met under Lease, including the Lessee's option to further extend the initial term of the Lease as provided by the terms of the Lease.
- B. Lessee has the right, in connection with operations on the Leased Lands, to locate and drill wells, whether directional or otherwise, under, through and across the Leased Lands, together with the right to develop water resources and to erect and construct those facilities necessary and convenient for the purpose of producing the Leased Substances. Lessee has the right to construct and maintain rights-of-way and access easements over, across and through the Leased Lands. Upon the expiration or termination of the Lease, the Lessor shall provide separate, written rights-of-way or easements to the Lessee to maintain continued access to lands in the vicinity of the Leased Lands, such rights-of-way or easements to be produced in recordable form to provide evidence of such rights in the applicable county real property records. In furtherance thereof, Lessee has the authority to unilaterally record easements for existing facilities upon termination of the Lease in the event Lessor fails to provide such easements as provided above and in the Lease within thirty (30) days of Lessee's request. If Lessee engages in directional drilling or if Lessee continues use of the Leased Lands after expiration or termination of the Lease, Lessor is not entitled to production royalties unless such activity in is connection with pooling or unitization or as otherwise provided for the Lease, but Lessor is entitled to certain rental payments for continued use of the Leased Lands as set forth in the Lease. Lessee has the right to use the surface in connection with the support of unit operations, and in the event the Leased Lands or any portion thereof are removed from the unit area by contraction, cancellation, or termination, all such existing surface uses of the Leased Lands shall continue in

Initial Optim (Lessee)

Initial Lessor

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force and effect, and the Lessor shall provide the Lessee written and recordable rights-of-way or easements to evidence such existing surface uses in support of unit operations.

- C. Lessee has a right of first refusal for top lease offers for the Leased Substances. Any potential purchaser or lessee of the Leased Substances in the Leased Lands should first consult with Lessor and Lessee regarding the restrictions on leasing or transfer of such minerals contained in the Lease.
- D. The terms and conditions of the Lease are hereby incorporated into this Memorandum, as if set forth in full herein, and Lessor hereby consents to the recording of this Memorandum to serve as constructive notice of the terms and conditions of the Lease and Lessee's right to conduct the above described activities on the Leased Lands. Any instrument recorded against the Leased Lands shall be subject to the Lease, and Lessee's lease rights described thereunder. The general term of the Lease may be obtained by contacting Lessee at the above address, and any assignee of the Lessee's rights hereunder shall maintain a copy of the Lease available for review.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

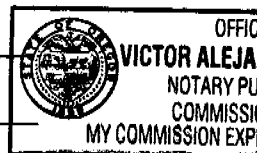
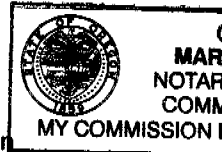
LESSOR:

Gail Lyon

By: Gail Lyon

Name: Gail Lyon

Title: Self



Initial Optim (Lessee)

[Signature]

Initial Lessor

[Signature]

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LESSEE:

OFFICIAL SEAL
 MARY JO GALLAGHER
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 449434
 EXPIRES MAY 24, 2014

OPTIM, INC.

A Nevada Corporation

By: [Signature]Name: William HojasTitle: President 10/22/10

STATE OF OREGON

COUNTY OF KlamathThe foregoing instrument was acknowledged before me this 22nd day of JULY2009, by Gail Lyon as Selfof Gail Lyona lessor

Witness my hand and official seal.

OFFICIAL SEAL
 ANDRE GARCIA-PENA
 NOTARY PUBLIC - OREGON
 COM. NO. 435290
 RES. DECEMBER 28, 2012

My commission expires December 28, 2012[Signature]

Notary Public

STATE OF OREGON

COUNTY OF KlamathThe foregoing instrument was acknowledged before me this 22 day of October2010, by William Hojas as President

of Optim, Inc, a Nevada Corporation.

Witness my hand and official seal.

My commission expires 5-24-2014

OFFICIAL SEAL
 MARY JO GALLAGHER
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 449434
 MY COMMISSION EXPIRES MAY 24, 2014

Notary Public

Initial Optim (Lessee) [Signature]Initial Lessor [Signature]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year above written.

LESSOR:

Gail Lyon

LESSEE:

Optim

Optim, Inc.

By: Bill Honjas

Its: President

RECORDING REQUESTED BY,

AND WHEN RECORDED RETURN TO:

Optim, Inc.
200 S. Virginia Street, Suite 560
Reno, NV 89501

Initial Optim (Lessee)

[Signature]

Initial Lessor

[Signature]

Order No. 0085386



STATUS OF RECORD TITLE

OPTIM SOFTWARE AND DATA SOLUTIONS
200 S VIRGINIA AVE SUITE 560
RENO, NV 89501

Date: June 17, 2009
Title Number: [REDACTED]
Title Officer: [REDACTED]
Fee: \$200.00

Attn: BILL HONJAS

cc: SUSAN HOUSE

We have searched our Tract Indices as to the following described property:

PARCEL 1:

All that portion of the SW1/4 SE1/4 of Section 15, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying North of the U.S.R.S. Canal, South of the Klamath Falls-Lakeview Highway and East of a line running South 4°10' East from a point on the South line of the Highway to the U.S.R.S. Canal, said point being located 138 feet Easterly from the Northeast corner of the Sweeney tract, which Northeast corner is described as bearing South 38°50' East 1076 feet from the Northwest corner of said SW1/4 SE1/4 of Section 15.

PARCEL 2:

Also, all that portion the SW1/4 SE1/4 of Section 15, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon lying Southeasterly from the right of way of the U.S.R.S. Canal.

PARCEL 3:

Also, Lot 1 of Section 22, Township 39 South, Range 10 East of the Willamette Meridian, saving and excepting the portion contained in right of way of the U.S.R.S. Canal.

We find that the last deed of record runs to:

GAIL LYON

and dated as of June 15, 2009 at 8:00 A.M.