

WTC 1396-10262

2010-013393  
Klamath County, Oregon



00093105201000133930080089

11/18/2010 11:36:02 AM

Fee: \$72.00

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  
Sydney K. Garamini - Cynthia J. Barrett - ir. Trust 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,

Exhibit D

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.

72AMF

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") 6.26.09 hereafter referred to individually or in total as "Lessor", and **Optim Inc. ~~Olene 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**

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, the Lessor and Lessee have caused this Lease to be duly executed as of the date first above written

LESSOR [ ] Optim, Inc.

By: Cynthia Barrett, Trustee By: Bill Honjas  
 Name: Cynthia Barrett Name: President  
 Title: Trustee, Sydney's 1995 Irrevocable Trust Title: \_\_\_\_\_  
 Date: 6-24-2010 Date: 10/22/10

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

State of Oregon  
County of ~~Klamath~~ Multnomah

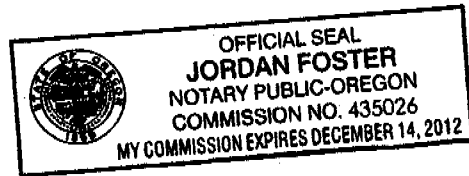
On JUNE 24<sup>th</sup> 2010 before me, JORDAN FOSTER, Notary

Public, personally appeared CYNTHIA BARRETT, who proved 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 Jordan F

(Seal)

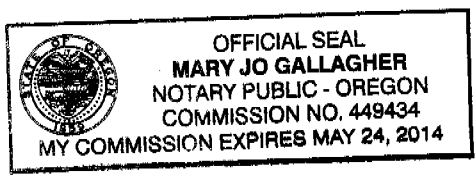
NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR William Bonjas

State of Oregon  
County of Klamath

On this 22 day of October, 20 10, personally appeared before me the above named William Bonjas, 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



Unofficial Copy

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be duly executed as of the date first above written

LESSOR [ ]

Optim, Inc.

By: Sydney Giacomini  
Name: Sydney Giacomini  
Title: land owner  
Date: 6.28.2010

By: [Signature]  
Name: Bill Honjas  
Title: President  
Date: 10/22/10

State of Oregon  
County of Klamath

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

On June 28, 2010 before me, Mary Jo GALLAGHER, Notary

Public, personally appeared

Sydney Giacomini, who proved 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.

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

Signature Mary Jo Gallagher

(Seal)

NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR

William Rojas

State of Oregon  
County of Klamath

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

WITNESS My hand and official seal.  
OFFICIAL SEAL  
MARY JO GALLAGHER  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 449434  
MY COMMISSION EXPIRES MAY 24, 2014

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

STATE OF OREGON  
NOTARY PUBLIC  
MY COMMISSION

UNOFFICIAL COPY

S. GIACOMINI

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel 1:**

Lots 5, 6, 7, and 8, SW1/4 NE1/4, W1/2 SE1/4, SE1/4 SW1/4 of Section 22, Township 39 S., Range 10, EWM, Except rights of way for roads, ditches and canals, and including reservoir sites, and EXCEPT that portion conveyed to the United States of America for right of way purposes in Vol. 37 on page 315, Deed Records and EXCEPT the following described tract:

All that portion of the N1/2SW1/4SE1/4 of Section 22, Township 39 S. Range 10 EWM, lying Northwesterly of the Crystal Springs Road and Easterly of the existing irrigation canal.

All that portion of the SW1/4 SE1/4 of Section 22, Township 39 S. Range 10, EWM, lying Southeasterly of the Crystal Springs Road.

**Parcel 2:**

All that portion of the N1/2SW1/4SE1/4 of Section 22, Township 39 South, Range 10 EWM, lying Northwesterly of the Crystal Springs Road and Easterly of the existing irrigation canal.

Unofficial Copy