

NOTE 1390-10262

2010-013394

Klamath County, Oregon



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11/18/2010 11:37:02 AM

Fee: \$67.00

EXHIBIT D

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
George Berqs Inc POA Theodore Fields hereafter
referred to individually or in total as "Lessor", and Optim, 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,

W. T. Am...

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") 9.28.09 hereafter referred to individually or in total as "Lessor", and Optim, Inc., 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:

Klamath County, Oregon

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

Theodore B Field
Signature

Theodore B Field
Name

President of George Beegs Inc.
Title

LESSEE

[Signature]
Signature

William Hojas
Name

President 10/22/10
Title

State of Oregon
County of Klamath

On 9-28-09 before me, Patricia Janet Thede Notary

Public, personally appeared

Theodore B. Field

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 Patricia Janet Thede

OFFICIAL SEAL
PATRICIA JANET THEDE
NOTARY PUBLIC - OREGON
COMMISSION NO. 405509
EXPIRES MAY 24, 2010

OFFICIAL SEAL
PATRICIA JANET THEDE
NOTARY PUBLIC - OREGON
COMMISSION NO. 405509
MY COMMISSION EXPIRES JULY 7, 2010

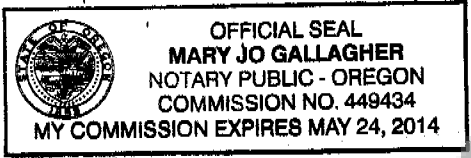
NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR William Rojas

State of Oregon Klamath
County of Klamath

On this 27 day of October, 2010, 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.

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



UNOFFICIAL COPY

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the SW1/4 of Section 27, the SE1/4 of Section 28, the NE1/4 of Section 33 and the NW1/4 of Section 34, all in Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the centerline of Hill Road, said point being South 22° 05' 20" West a distance of 3532.29 feet from the Northeast corner of said Section 28; thence South 89° 42' 48" East 105.87 feet to the approximate Westerly shore line of Nuss Lake; thence continuing South 89° 42' 48" East 850.00 feet to a point in said Nuss Lake; thence North 87° 52' 51" East 2762.60 feet to the approximate Easterly shore line of said Nuss Lake; thence continuing North 87° 52' 51" East 96.50 feet to a 5/8 inch iron pin on the Westerly right of way line of the U.S.B.R. F-1 Canal; thence Southerly and Westerly along the Westerly and Northerly right of way line of said F-1 Canal to the Easterly right of way line of said Hill Road; thence North 89° 42' 48" West 30.00 feet to the centerline of said Hill Road; thence North 00° 17' 12" East 1780.39 feet to the point of beginning. ALSO known as Parcel 3 of Minor Land Partition 28-83.

EXCEPTING THEREFROM:

A tract of land being a portion of Parcel 3 of Land Partition 28-83 to be added to Parcel 2 of said Land Partition of Property Line Adjustment 29-98, situated in the SE1/4 of Section 28 and the SW1/4 of Section 27, Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Parcel 2; thence North 87° 52' 51" East, along the line common to said Parcels 2 and 3, 2762.60 feet; thence South 06° 40' 40" West 323.00 feet; thence South 87° 52' 51" West 2713.72 feet; thence North 02° 01' 37" West 319.20 feet to the point of beginning, with bearings based on record of Survey 4048.

ALSO

A tract of land being a portion of Parcel 2 of Land Partition 28-83 to be added to Parcel 3 of said Land Partition for Property Line Adjustment 29-98 being situated in the W1/2 of Section 27, Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 2; thence South 87° 52' 51" West along the South line of said Parcel 2, 96.50 feet; thence North 22° 05' 48" West 144.19 feet; thence North 63° 34' 48" West 207.25 feet; thence North 17° 43' 14" East 623.04 feet; thence North 29° 29' 46" West 597.28 feet; thence North 54° 32' 45" West 184.00 feet; thence South 86° 44' 14" West 374.61 feet; thence South 87° 51' 12" West 513.75 feet; thence South 50° 28' 40" West 36.19 feet; thence North 1758.68 feet to a point on the boundary of said Parcel 2; thence along the boundary of said Parcel 2, South 89° 43' 32" East 1376.76 feet, South 51° 44' 00" West 42.42 feet; thence along the arc of a curve to the left (radius equals 311.48 feet and central angle equals 14° 18' 00") 77.74 feet, South 37° 26' 00" West 261.90 feet, South 52° 34' 00" East 5.00 feet; South 37° 26' 00" West 151.82 feet, along the arc of a curve to the left (radius equals 115.49 feet and central angle equals 52° 54' 00") 106.63 feet, South 15° 28' 00" East

(Legal continued)

95.29 feet, along the arc of a curve to the left (radius equals 306.48 feet and central angle equals 25° 00' 00") 133.73 feet, South 40° 28' 00" East 286.30 feet, along the arc of a curve to the right (radius equals 123.24 feet and central angle equals 23° 00' 00") 49.47 feet, South 17° 28' 00" East 140.00 feet, along the arc of a curve to the right (radius equals 361.97 feet and central angle equals 19° 00' 00") 120.03 feet, South 01° 32' 00" West 225.73 feet, North 88° 28' 00" West 5.00 feet, South 01° 32' 00" West 71.20 feet, along the arc of curve to the left (radius equals 406.97 feet and central angle equals 20° 00' 00") 142.06 feet, South 18° 28' 00" East 109.96 feet, along the arc of a curve to the right (radius equals 261.48 feet and central angle equals 10° 30' 00") 47.92 feet, South 07° 58' 00" East 260.80 feet, along the arc of a curve to the right (radius equals 547.96 feet and central angle equals 07° 30' 00") 71.73 feet, South 00° 28' 00" East 371.76 feet, South 05° 18' 00" East 198.03 feet, South 09° 18' 00" East 185.68 feet, along the arc of a curve to the right (radius equals 118.24 feet and central angle equals 16° 20' 00") 33.71 feet, South 07° 02' 00" West 124.34 feet, and South 03° 02' 00" West 68.87 feet to the point of beginning, with bearings based on record of Survey No. 4048.

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.