

NJC 13916-102602

2010-013396

Klamath County, Oregon



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11/18/2010 11:40:13 AM

Fee: \$62.00

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
Aubrey Ann Marygene Campbell 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,

Exhibit D
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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.

WZANJ

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") 9.18.2009 hereafter referred to individually or in total as "Lessor", and 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:

Klamath County, Oregon

Unofficial Copy

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.

Signature Page

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

LESSOR Anthony Campbell
Marygene Campbell
Signature Marygene Campbell
Name Marygene Campbell
Title owner

LESSEE [Signature]
Signature William Hojas
Name president
Title 10/22/10

State of Oregon
County of Klamath
On SEP 18, 2009 before me, Stephanie Downing, Notary

Notarize
→

Public, personally appeared Marygene Campbell and Anthony Campbell 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.

SEAL
Jr. ALLAGHER
PUBLIC - OREGON
SSION NO. 449434
PIRES MAY 24, 2014

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 Stephanie Downing



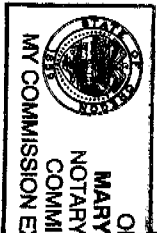
NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR William Hoops

State of Oregon
County of Klamath

On this 22 day of October, 2010, personally appeared before me the above named William Hoops, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

Mary J. Halligan
Notary Public for Oregon
My Commission expires: 5-24-2014



Unofficial Copy

Order No. 0

EXHIBIT "A"
LEGAL DESCRIPTION

The Southeast 1/4 of the Southwest 1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian.

The Northwest 1/4 of the Southwest 1/4 and that portion of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian lying North of the property conveyed to Klamath Falls Creamery, Inc., dated February 26, 1927 recorded February 28, 1927 in Volume 74, page 375, Deed Records of Klamath County, Oregon.

Beginning at a point in the middle of the Klamath Falls-Lakeview State Highway, said point being 285 feet North of the corner to Section 8, 9, 16 and 17, Township 39 South, Range 10 East of the Willamette Meridian, thence South 55°35' East 505 feet along said Highway to line between Sections 9 and 16; thence South 89°45' East 915; thence North 553 feet; thence North 79°47' West 1410.03 feet; thence South 23°5' West 400 feet to the middle of said Highway; thence South 55°35' East 257 feet to the place of beginning, subject to right of public Highway.

Beginning at the 1/4 section corner, which is a stone marked 1/4 on the North line of Section 16, Township 39 South, Range 10 East of the Willamette Meridian; thence West along the North line of said Section 16, 2177 feet to the Northerly right of way line of the Klamath Falls-Lakeview Highway; thence Southeasterly along the Northerly right of way of said Highway, 2567 feet to a point on the East line of the Northwest 1/4 of said Section 16, thence North along the East line of said Northwest 1/4 1360 feet to the place of beginning, being in the Northwest 1/4 of Section 16, Township 39 South, Range 10 East of the Willamette Meridian.

EXCEPTING AND RESERVING from the above described land the following:

Beginning at the West 1/4 corner of said Section 9; thence South 85°56'24" East along the North line of said NW1/4 SW1/4, 208.00 feet; thence South 00°06'00" West 625.40 feet; thence North 89°56'24" West 208.00 feet, more or less to a point on the West line of said NW1/4 SW1/4; thence North 00°06'00" East 625 feet to the point of beginning.

EXCEPTING AND RESERVING from the above described land the following:

A piece of parcel of land situate in Sections 9 and 16, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 iron pin from which the center 1/4 corner of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon bears North 31°42'05" East 2,816.0 feet; thence North 89°15' West 332.35 feet to a 5/8 iron pin; thence South 2°02'25" West 182.8 feet to a 5/8 iron pin; thence South 34°49'15" West 273.55 feet to a 5/8 iron pin in the Northerly right of way fence of State Highway No. 140 as the same is presently located and constructed; thence South 57°41'55" East along said right of way fence 599.75 feet to a 5/8" iron pin; thence North 1°01'15" West 706.15 feet to the point of beginning.