

NTC 13916-10262

2010-013433

Klamath County, Oregon



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11/19/2010 11:26:47 AM

Fee: \$82.00

~~EXHIBIT~~

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 Daymond + Cheri McTeith, Larry + Maureen Jespersen 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.

82DmJ

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.

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") 10.6.2009 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

LESSOR []

Optim, Inc.

By: [Signature]
Name: Larry Jespersen
Title: Partner
Date: Oct 7, 09

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

State of Oregon
County of Klamath

On Oct. 7, 2009 before me, Ni M Jensen

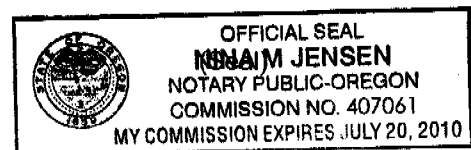
Public, personally appeared

Larry Jespersen, who 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 Ni M Jensen



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

LESSOR

V. Maureen Jespersen
Signature
V. Maureen Jespersen
Name
Owner
Title

LESSEE

[Signature]
Signature
William Hohjas
Name
president 10/22/10
Title

State of Oregon
County of Klamath

On Oct. 7, 2009 before me, Nina M. Jensen

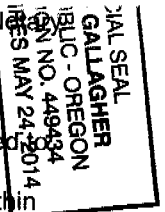
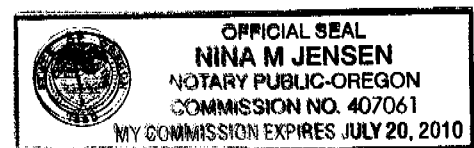
Public, personally appeared

V. Maureen Jespersen, 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 Nina M. Jensen



NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR

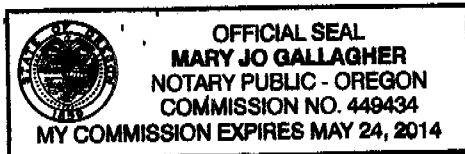
William Hovjes

State of Oregon
County of

Klamath

On this 22 day of October, 2010, personally appeared before me the above named
William Hovjes, 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



NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR

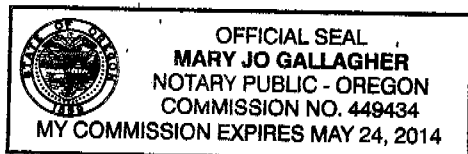
William Hovjes

State of Oregon
County of

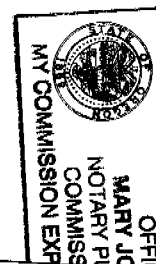
Klamath

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William Hovjes, 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



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

LESSOR

Cheri M. Monteith
Signature

Cheri M. Monteith
Name

owner
Title

LESSEE

[Signature]
Signature

William Hohjes
Name

president 10/22/09
Title

State of Oregon
County of Klamath

On Oct. 6, 2009 before me, Nina M. Jensen

Public, personally appeared

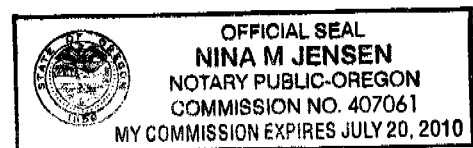
Cheri M. Monteith

_____, who is within
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
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 Nina M. Jensen



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

LESSOR

Signature

Name

Title

[Signature]
Daymond Monteith
Owner

LESSEE

Signature

Name

Title

[Signature]
William Hojars
president 10/22/10

State of Oregon
County of Klamath

On Oct. 6, 2009 before me, [Signature]

Public, personally appeared

Daymond Monteith

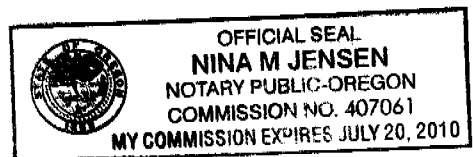
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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

[Signature]



NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR

William Rojas

State of Oregon
County of

Klamath

On this 22 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.

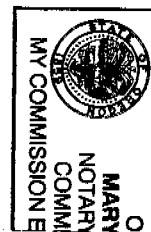
WITNESS My hand and official seal.



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



NOTARY ACKNOWLEDGEMENT ATTACHMENT FOR

William Rojas

State of Oregon
County of

Klamath

On this 22 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.

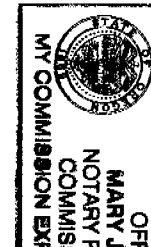
WITNESS My hand and official seal.



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



Order No. 0
Page 2

EXHIBIT "A"
LEGAL DESCRIPTION

The W1/2 W1/2 W1/2 W1/2 in Section 15, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying North of Highway No. 140. EXCEPT Right of Way for Highways, Railroads and U. S. R. S. Canal as presently located thereon.

The E1/2 E1/2 E1/2 E1/2 of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying North of Highway No. 140. EXCEPT a small tract described as follows: Starting at a point on the Northeast right of way line of the Klamath Falls-Lakeview Highway 400 feet South of the Northeast corner of the NE1/4 SE1/4 of said section 16; thence North along the Section line common to Sections 15 and 16 a distance of 400 feet; thence West along the line common to the NE1/4 and SE1/4 of said Section 16 a distance of 123 feet; thence South 310 feet to said right of way line of said Klamath Falls-Lakeview Highway; thence Southeasterly along said right of way line to the point of beginning.