

WTC 13916-10242

2010-013435
Klamath County, Oregon



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11/19/2010 11:29:47 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 Grace Johnson 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
© Copyright Optim, Inc., 2008

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.

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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") 10/06/2009 hereafter referred to individually or in total as "Lessor", and OPTIM 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

Grace Johnson
Signature

Grace Johnson
Name

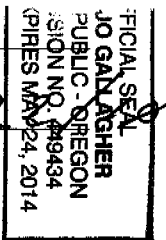
owner
Title

LESSEE

[Signature]
Signature

William Hojas
Name

president 10/7
Title



State of Oregon
County of Klamath

On 10/06/09 before me, Steven M L Bailado, Notary

Public, personally appeared

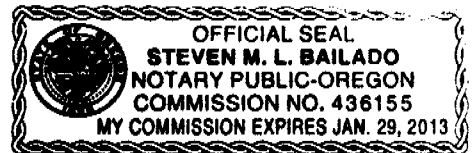
Grace Johnson, who proved to

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 Steven M L Bailado



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.

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

OFFICE OF
MARY JO GALLAGHER
NOTARY PUBLIC
COMMISSION NO. 449434
MY COMMISSION EXPIRES MAY 24, 2014

Unofficial Copy

**STATUS OF RECORD TITLE**

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

Date: October 7, 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:

Parcels 1 and 3 of Land Partition 64-95, being Parcel 1 of Minor Land Partition 28-83, situated in the E1/2 E1/2 of Section 28, Township 39 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

We find that the last deed of record runs to:

GRACE JOHNSON

and dated as of September 22, 2009 at 8:00 A.M.

Said property is subject to the following on records matters:**EXCEPTIONS:**

1. Taxes for the fiscal year 2009-2010, a lien not yet due and payable.
2. Taxes for the fiscal year have been reduced by reason of the veteran's exemption
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
4. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Basin Improvement District.

Subject to the terms and provisions of that certain instrument recorded July 24, 1970 in Volume M70 at page 6187 as "Notice to persons intending to Plat Lands within the Klamath Basin Improvement District."