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01/12/2016 04:03:59 PM

Fee: \$57.00

Returned at Counter

After recording, return to:

Origis Energy USA, Inc.  
Attn: President  
1200 Brickell Ave., Suite 1800  
Miami, FL, 33131

### **ASSIGNMENT OF OPTION INTEREST AND RIGHTS IN OPTION AGREEMENT**

THIS ASSIGNMENT OF OPTION INTEREST AND RIGHTS IN OPTION AGREEMENT (the "Agreement") is made and entered into as of April 23, 2015, by and between ORIGIS ENERGY USA, INC., a Delaware corporation ("Assignor"), and OR SOLAR 3, LLC, a Delaware limited liability company ("Assignee").

### **RECITALS**

- a) Albert B. King and Kathy A. King, as Owners (who, together with their successors and assigns are hereinafter referred to as "Owners"), and the Assignor, as Company, entered into that certain Option Agreement dated effective as of April 20<sup>th</sup>, 2015 (the "Option"), pursuant to which Assignor has been granted certain rights to the real property located in Klamath County, Oregon, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").
- b) Assignee is an affiliate of Assignor, and therefore this assignment is expressly permitted under the terms of the Option.
- c) Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to the Option, and the Assignee has agreed to accept such assignment from the Assignor, subject to terms and conditions set forth in the Agreement.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the sum of ONE HUNDRED and 00/100 Dollars (\$100.00) and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** In consideration of the mutual premises and covenants set forth herein, Assignor assigns and transfers to Assignee all right, title, and interest in the Option and Assignee accepts from Assignor all right, title, and interest in the Option, subject to the terms and conditions set forth in the Agreement.
2. **Liability for Performance of Option Obligations.** Assignee assumes and agrees to perform and fulfill all the terms, covenants, conditions and obligations required to be performed and fulfilled by Assignor as Company under the Option, including the making of all payments due or payable under the Option as they become due and payable. Assignor is relieved from any and all liabilities and obligations under the Option and shall not remain liable for the performance and fulfillment of any and all of such the terms, covenants, conditions and obligations required to be performed and fulfilled by Assignor as Company under the Option, including the making of all such payments. It is agreed that only Assignee shall be liable for all obligations and liabilities under the Option to Owners.
3. **Miscellaneous.**
  - a) This Agreement shall be construed and interpreted pursuant to the laws of the State of Oregon.
  - b) This Agreement contains the entire agreement of the parties hereto with respect to the assignment of the Option, and no representations, inducements, promises, or agreements, oral or otherwise, between parties with respect to the subject matter hereof not embodied herein or incorporated herein by reference shall be of any force or effect.
  - c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, successors-in-title, and assigns.
  - d) This Agreement may be executed in multiple counterparts, each of which shall constitute but one in the same instrument.
  - e) Each person signing hereunder warrants that they have the capacity and authority to execute this Agreement on behalf of the respective person or entity which is being presented.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

ORIGIS ENERGY USA, INC.

  
\_\_\_\_\_

By: SAMIR VERSTYN  
Its: SECRETARY

ASSIGNEE:

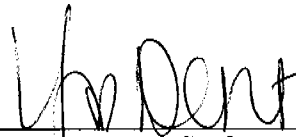
OR SOLAR 3, LLC

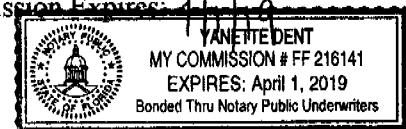
  
\_\_\_\_\_

By: SAMIR VERSTYN  
Its: SECRETARY

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Signed and sworn to (or affirmed) before me on this 23 day of April, 2015 by  
SAMIR VERSTYN, in their capacity as a duly authorized representative and on behalf of  
ORIGIS ENERGY USA, INC.

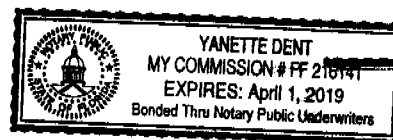
  
\_\_\_\_\_  
NOTARY PUBLIC FOR FLORIDA  
My Commission Expires: 4/1/19



STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Signed and sworn to (or affirmed) before me on this 23 day of April, 2015 by  
SAMIR VERSTYN, in their capacity as a duly authorized representative and on behalf of  
OR SOLAR 3, LLC.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR FLORIDA  
My Commission Expires: 4/1/19



# EXHIBIT A

## LEGAL DESCRIPTION

In Klamath County, Oregon:

Township 41S, Range 12 East of the Willamette Meridian, Section 9: S ½ of the SW ¼

Owner: KING ALBERT B &  
 Prop ID : R109199 (Real Estate) (258427) KING KATHY ANN  
 Map Tax Lot: R-4112-00900-00900-000 22330 DRAZIL RD  
 Legal : TWP 41 RNGE 12, BLOCK SEC 9, TRACT MALIN, OR 97632  
 S2SW4, ACRES 76.50, POTENTIAL\*

Situs : 22330 DRAZIL RD	Year Built : 1940
MALIN, OR 97632	Living Area: 3117
Name(s) :	2014 Roll Values
Area : 016	RMV Land Non-LSU \$ 16,710 (+)
Sale Info :	RMV Land LSU \$ 316,210 (+)
Deed Type : 01	RMV Improvements \$ 334,560 (+)
Instrument: 11-002389	RMV Total \$ 667,480 (=)
2014 Tax Status * No Taxes Due *	Land LSU \$ 5,510
Current Levied Taxes : 2,052.57	Total Exemptions \$ 0
Special Assessments :	M5 Net Value \$ 356,780
	M50 Assd Value \$ 211,430

(AD) Alt Disp	(Y) primary	(SE)condary	(L)and/Impr
(G)en Appr	(O)wnership	(H)istory	(.) More

Enter Option from Above or <RET> to Exit: \_