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01/12/2016 04:04:34 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 1, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- a) Lorinda Jane Willard, as Owner (who, together with her successors and assigns is hereinafter referred to as "Owner"), and the Assignor, as Company, entered into that certain Option Agreement dated as of April 7th, 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) 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 on behalf of Owner 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 1, LLC

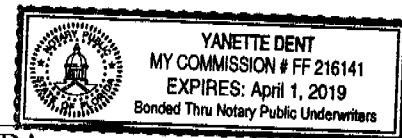


By: SAMIR VERSTYN
Its: SECRETARY

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 1, LLC.


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

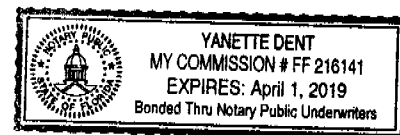


EXHIBIT A

LEGAL DESCRIPTION

Certain real property located in Klamath County, state of Oregon described as:

P.P. 5-14, Parcel 3 POR, Acres 113.58

Map Tax Lot: R-3510-00000-03400-000

Depiction of Property

